



Hancock County Board of Supervisors

Regular Meeting Minutes

November 17, 2025 at 9:00 AM

Board Meeting Room

1. Call to Order

A) Pledge of Allegiance

B) Invocation

2. Roll Call

A) Motion to excuse the District 2 Supervisor from the meeting to attend a funeral.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 1 Supervisor Graham

SECONDER: District 3 Supervisor Clark

AYES: Donald Graham, Chuck Clark, Scotty Adam, DarrinBo
Ladner

EXCUSED: Greg Shaw

3. Amendments to the Agenda

7.J.2. - Motion to amend the agenda to add to today's docket a payment to Prasha Johnson in the amount of \$3,043.64.

8.J.6. - Motion to amend the agenda to authorize Neel-Schaffer to prepare a bid package for modification to the arena scope of the project for a future bid.

9.B.2. - Motion to amend the agenda to authorize the allowance of a food pantry "Harvest Hub" cabinet to be placed by The Kind Hearts Organization at the Necaise Community Center with any modifications approved by Buildings and Grounds.

9.D.1. - Motion to amend the agenda for a discussion regarding one of the county facilities.

A) Motion to accept the agenda.

RESULT: Approved (UNANIMOUS)

MOVER: District 3 Supervisor Clark

SECONDER: District 5 Supervisor Ladner

AYES: Donald Graham, Chuck Clark, Scotty Adam, DarrinBo
Ladner

EXCUSED: Greg Shaw

4. Bid Openings

A) Motion to spread on the Minutes the Certified Proofs of Publication for the McLeod Park Bulkhead Project — Phase 1 in the Sea Coast Echo and the Clarion Ledger as well as the Agency Bid Bank Certification.

RESULT: Approved (UNANIMOUS)

MOVER: District 3 Supervisor Clark

SECONDER: District 5 Supervisor Ladner

AYES: Donald Graham, Chuck Clark, Scotty Adam, DarrinBo
Ladner

EXCUSED: Greg Shaw

B) Motion to open and take under advisement Bids received regarding McLeod Park Bulkhead Project — Phase 1.

The record shows the following bids were received and taken under advisement:
Paper bids — Gills Crane and Dozer, J.E. Borries, Inc., Coastal Land and Marine Construction, LLC, Baker Plle Driving and Site Work, LLC.

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

Electronic Bids — Cycle Construction and B&K Construction LLC.

RESULT: Approved (UNANIMOUS)

MOVER: District 4 Board President Adam

SECONDER: District 5 Supervisor Ladner

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam,
DarrinBo Ladner

EXCUSED:

5. Announcements

A) The next regular scheduled Board of Supervisor's meeting will be held at 9:00 a.m., on Monday, December 1, 2025.

B) Biweekly payroll with a check date November 7, 2025 totaled \$878,584.76.

6. External Business Agenda

A) Port & Harbor Commission

1. Motion to Approve the Hancock County Port and Harbor's Docket of Claims for November 10, 2025, in the Amount of \$990,620.32 (GO \$199,926.20, RR \$13,742.38, IP \$219,301.17, AP \$557,650.57).

RESULT: Approved (UNANIMOUS)

MOVER: District 1 Supervisor Graham

SECONDER: District 3 Supervisor Clark

AYES: Donald Graham, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED: Greg Shaw

B) Jeff Loftus – GRPC

1. Motion to approve and authorize the Board President to sign the FY23-P610-05 McLeod Park Bulkhead Improvements Payment Request 7 for Engineering Services.

RESULT: Approved (UNANIMOUS)

MOVER: District 5 Supervisor Ladner

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED: Greg Shaw

2. Motion to approve and authorize the Board President to sign the SWC646 Solid Waste Assistance Grant Agreement to support the 2026 HHWD Event.

RESULT: Approved (UNANIMOUS)

MOVER: District 3 Supervisor Clark

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED: Greg Shaw

3. Motion to approve and authorize the Board President to sign the HHWD Service Agreement with Gulf Regional Planning Commission to administer and coordinate the 2026 HHWD Event.

RESULT: Approved (UNANIMOUS)

MOVER: District 1 Supervisor Graham

SECONDER: District 4 Board President Adam

AYES: Donald Graham, Chuck Clark, Scotty Adam, DarrinBo
Ladner

EXCUSED: Greg Shaw

C) Bruce Newton - Digital Engineering

D) Lisa Morrison - Neel-Schaffer, Inc.

1. Presentation of the Hancock County Stormwater Training by Lisa Morrison.

RESULT: NO ACTION TAKEN

MOVER:

SECONDER:

AYES:

EXCUSED:

7. Departmental Agendas

A) Emergency Management Agency

1. Motion to approve the American Red Cross Facility Use Agreement for the Kiln Shelter and the Necaise Shelter and authorize the Board President to sign.

RESULT: Approved (UNANIMOUS)

MOVER: District 1 Supervisor Graham

SECONDER: District 5 Supervisor Ladner

AYES: Donald Graham, Chuck Clark, Scotty Adam, DarrinBo
Ladner

EXCUSED: Greg Shaw

B) E-911/Dispatch

1. Motion to spread on the Minutes, the E-911 Commission's approval of sending Daisy Thompson, Amelia Ceccato, Samantha Bromwell and Mariah Dixon to the 40-hour basic telecommunicator course on December 15 – 19, 2025 at the Pafford Complex in Gulfport, Mississippi, at a cost of \$395 per person for tuition along with mileage reimbursement, all costs are reimbursed by the State.

RESULT: Approved (UNANIMOUS)

MOVER: District 4 Board President Adam

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Chuck Clark, Scotty Adam, DarrinBo

Ladner

EXCUSED: Greg Shaw

2. Motion to spread on the Minutes, the E-911 Commission's approval of sending Kimberly Sutton to the TAC Class in Pearl, Mississippi, from December 1 – 5, 2025, with no cost for tuition, a cost of \$620 for lodging along with meals and mileage reimbursement, all costs will be reimbursed from the State.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 4 Board President Adam

SECONDER: District 5 Supervisor Ladner

AYES: Donald Graham, Chuck Clark, Scotty Adam, DarrinBo
Ladner

EXCUSED: Greg Shaw

3. Motion to spread on the Minutes, the E-911 Commission Elections as approved at their October 21, 2025, meeting as follows: Mike Prendergast, Waveland Police Chief, Chairman; Jeremy Skinner, Vice-Chairman; Heather Smith, Commission Attorney; Michelle Cuevas, Commission Secretary, for the October 2025 to October 2026 term.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 5 Supervisor Ladner

SECONDER: District 3 Supervisor Clark

AYES: Donald Graham, Chuck Clark, Scotty Adam, DarrinBo
Ladner

EXCUSED: Greg Shaw

4. Motion to spread on the Minutes, the E-911 Commission acceptance of the City of Waveland's appointment of Casey Piazza to the E-911 Commission as approved at their October 22, 2025, meeting.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 4 Board President Adam

SECONDER: District 3 Supervisor Clark

AYES: Donald Graham, Chuck Clark, Scotty Adam, DarrinBo
Ladner

EXCUSED: Greg Shaw

C) Animal Shelter

D) Justice Court

E) IT Department

F) Purchasing

1. Motion to approve and spread on the Minutes, the Credit Card Report for November 17, 2025. This report reflects all credit card charges that are on the docket for payment.

RESULT: Approved (UNANIMOUS)

MOVER: District 3 Supervisor Clark

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Chuck Clark, Scotty Adam, DarrinBo
Ladner

EXCUSED: Greg Shaw

2. Motion to approve the purchase of guns in the amount of \$9,697.23 (this includes buyback) from The Southern Connection for the Sheriff's Department and spread both quotes on the Minutes.

RESULT: Approved (UNANIMOUS)

MOVER: District 5 Supervisor Ladner

SECONDER: District 4 Board President Adam

AYES: Donald Graham, Chuck Clark, Scotty Adam, DarrinBo
Ladner

EXCUSED: Greg Shaw

3. Motion to approve advertising for the County's annual term bids.

RESULT: Approved (UNANIMOUS)

MOVER: District 3 Supervisor Clark

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Chuck Clark, Scotty Adam, DarrinBo
Ladner

EXCUSED: Greg Shaw

4. Motion to approve advertising for the County's six (6) month term bids.

RESULT: Approved (UNANIMOUS)

MOVER: District 5 Supervisor Ladner

SECONDER: District 4 Board President Adam

AYES: Donald Graham, Chuck Clark, Scotty Adam, DarrinBo
Ladner

EXCUSED: Greg Shaw

G) Planning and Zoning

1. Motion to approve the Planning Commission Meeting Minutes held on October 16, 2025. The record shows the approvals for the Planning Commission Meeting Minutes held on October 16, 2025, were separated into two votes as reflected in the following Motions.

RESULT: NO ACTION TAKEN

MOVER:
SECONDER:
AYES:
EXCUSED:

2. Motion to approve the Planning Commission Meeting Minutes held on October 16, 2025, referenced as follows: Chandler Residential Co. - Variance - Public Hearing. The record shows the District 4 Supervisor voted in opposition to this application.

RESULT: **Approved (3-1)**
MOVER: District 3 Supervisor Clark
SECONDER: District 4 Board President Adam
AYES: Donald Graham, Chuck Clark, DarrinBo Ladner
NO: Scotty Adam
EXCUSED: Greg Shaw
RECUSED: None

3. Motion to approve the Planning Commission Meeting Minutes held on October 16, 2025, referenced as follows: David McGehee, Agent for the Towers LLC, d/b/a Vertical Bridge-Conditional Use & Site Plan, Brandon & Courtney Goss-Division of Property and Michael & Ronda Farve-Division of Property. The record shows the District 4 Supervisor voted in approval of the remaining three application items.

RESULT: **Approved (UNANIMOUS)**
MOVER: District 3 Supervisor Clark
SECONDER: District 4 Board President Adam
AYES: Donald Graham, Chuck Clark, Scotty Adam, DarrinBo Ladner
EXCUSED: Greg Shaw

H) Parks & Recreation

I) Inventory Clerk

J) Comptroller

2. Motion to amend the agenda to add to today's docket a payment to Prasha Johnson in the amount of \$3,043.64.

RESULT: **Approved (UNANIMOUS)**
MOVER: District 4 Board President Adam
SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Chuck Clark, Scotty Adam, DarrinBo
Ladner

EXCUSED: Greg Shaw

1. Motion to approve the docket of claims for November 17, 2025, in the amount of \$160,460.91. The record shows the addition of \$3,043.64 for the payment to Prasha Davis per the amendment.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 4 Board President Adam

SECONDER: District 5 Supervisor Ladner

AYES: Donald Graham, Chuck Clark, Scotty Adam, DarrinBo
Ladner

EXCUSED: Greg Shaw

K) Board Secretary

1. Motion to approve the Regular Meeting Minutes of Monday, November 3, 2025 at 9:00 a.m.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 1 Supervisor Graham

SECONDER: District 4 Board President Adam

AYES: Donald Graham, Chuck Clark, Scotty Adam, DarrinBo
Ladner

EXCUSED: Greg Shaw

8. Elected/Appointed Agendas

A) Sheriff's Office

1. Motion to spread on the Minutes the following personnel changes:
 - a. Remove Patrick Kenny from the payroll, effective November 07, 2025, and Myikel Charles, effective November 17, 2025.
 - b. Add Caleb Burch to the payroll as a part-time Deputy, rate of pay \$15.00 per hour, effective November 17, 2025.

The record shows that the District 2 Supervisor attended the meeting at 9:29 a.m. to participate in the agenda with a full quorum of five.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 4 Board President Adam

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Chuck Clark, Scotty Adam, DarrinBo
Ladner, Greg Shaw

EXCUSED:

2. Motion to approve Micheal Prendergast and Jason Trombley to attend 5-week Canine Handler Training by Sixth Sense K-9 in Pearl, Mississippi. Tuition will be \$4,500 per handler, and they will need an advance per diem of \$1,360.00 per handler. Training will begin on Monday, November 17, 2025.

RESULT: Approved (UNANIMOUS)

MOVER: District 4 Board President Adam

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

3. Motion to approve the assorted computer equipment, assorted medical equipment and office chairs to be auctioned with GovDeals.

RESULT: Approved (UNANIMOUS)

MOVER: District 4 Board President Adam

SECONDER: District 2 Supervisor Shaw

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

B) Tax Assessor

1. Motion to spread on the Minutes the 2024 stale checks and settle to the General Fund.

RESULT: Approved (UNANIMOUS)

MOVER: District 3 Supervisor Clark

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

2. Motion to spread on the Minutes and have the Board President and the Chancery Clerk to sign the Increase/Decrease in Assessments.

RESULT: Approved (UNANIMOUS)

MOVER: District 2 Supervisor Shaw

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

3. Motion to approve the attached void tax sales.

RESULT: Approved (UNANIMOUS)

MOVER: District 4 Board President Adam
SECONDER: District 5 Supervisor Ladner
AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner
EXCUSED:

C) Circuit Clerk

D) County Court

E) Youth Court/Family Treatment Court

F) Chancery Clerk

1. Motion to spread on the Minutes the Chancery Clerk's October Land Redemption Settlement Check in the amount of \$50,096.11 to Hancock County, for the General Fund, and the Settlement Report.

RESULT: **Approved (UNANIMOUS)**
MOVER: District 2 Supervisor Shaw
SECONDER: District 1 Supervisor Graham
AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner
EXCUSED:

2. Motion to approve and authorize the Board President to sign a Lexis Nexis agreement, beginning January 1, 2026 for the Chancery Clerk. No budget amendment is necessary.

RESULT: **Approved (UNANIMOUS)**
MOVER: District 1 Supervisor Graham
SECONDER: District 3 Supervisor Clark
AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner
EXCUSED:

G) County Engineer

1. Motion to spread on the Minutes the following ROW Requests below:
 - a. Kiln Utility and Fire District to install water service at 3158 Road 528,
 - b. AT&T to install buried fiber optic cable along 7389 Sunflower Street in Bayside,
 - c. Telepak Networks to install underground conduit and fiber optic cable along Texas Flat Road across Pecan Grove Drive to 14547 Hwy 603,

d. Standard Dedeaux Water District to provide water service at the intersection of Standard Dedeaux and Road 355.

RESULT: Approved (UNANIMOUS)

MOVER: District 1 Supervisor Graham

SECONDER: District 5 Supervisor Ladner

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

2. Motion to spread on the Minutes, Addendum No. 2 and Addendum No. 3 for McLeod Park Bulkhead Improvements Phase 1.

RESULT: Approved (UNANIMOUS)

MOVER: District 4 Board President Adam

SECONDER: District 2 Supervisor Shaw

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

3. Motion to approve and authorize the Hancock County Board of Supervisors and Clerk of Board to sign the OSARC Order Setting Forth for Kiln Delisle and Standard Dedeaux Cape Seal Project.

RESULT: Approved (UNANIMOUS)

MOVER: District 2 Supervisor Shaw

SECONDER: District 5 Supervisor Ladner

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

H) Road Manager

1. Motion to remove William Smith from the payroll in the Road and Bridge Department, effective November 14, 2025, due to his resignation.

RESULT: Approved (UNANIMOUS)

MOVER: District 5 Supervisor Ladner

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

2. Motion to remove Brittney Necaise from the payroll in the Building and Grounds Department, effective November 7, 2025, due to her resignation.

RESULT: Approved (UNANIMOUS)

MOVER: District 5 Supervisor Ladner

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

3. Motion to hire Terrance Harris in the Road and Bridge Department South as a full-time laborer at a rate of pay of \$13.67 per hour pending successful physical and drug screen.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 5 Supervisor Ladner

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

4. Motion to hire Robert Boswell in the Road and Bridge Department South as a full-time laborer at a rate of pay of \$13.92 per hour pending successful physical and drug screening.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 5 Supervisor Ladner

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

5. Motion to hire Morgan Bilbo in the Building and Grounds Department as a Head Custodian/Painter at a rate of pay of \$15.25 per hour pending successful physical and drug screening.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 5 Supervisor Ladner

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

6. Motion to approve the E911 petition to rename a private road currently named Brave Harbor Drive to Dogwood Cove.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 4 Board President Adam

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

7. Motion to Rescind Item 8(H)1 from the November 3, 2025, meeting regarding the 2025-2026 road paving list for Districts 2–5 due to a scrivener's error in the

price per ton of asphalt. The District 1 price is correct for DBST and the District 5 price is correct for DBST.

RESULT: Approved (UNANIMOUS)

MOVER: District 2 Supervisor Shaw

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

I) Grant Administrator

1. Motion to spread on the Minutes the fully executed Amendment No. 3 to the Master Services Agreement with DCMC Partners for pre-positioned consultant services.

RESULT: Approved (UNANIMOUS)

MOVER: District 4 Board President Adam

SECONDER: District 5 Supervisor Ladner

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

2. Motion to spread on the Minutes the 2026 Emergency Medical Services Operating Fund (EMSOF) Grant Application as submitted.

RESULT: Approved (UNANIMOUS)

MOVER: District 4 Board President Adam

SECONDER: District 3 Supervisor Clark

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

3. Motion to spread on the Minutes the MCWI Corrective Action Letter Closeout for Bayside Phase II Stormwater project. The corrective actions have been satisfied.

RESULT: Approved (UNANIMOUS)

MOVER: District 1 Supervisor Graham

SECONDER: District 4 Board President Adam

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

J) County Administrator

1. Motion to authorize travel, hotel, and per diem for the Supervisors and other

interested county officials to attend the MAS 2026 Mid-Winter Legislative Conference in Flowood, MS from February 4–6, 2026, as well as the 2026 NACo Legislative Conference in Washington, DC from February 21–24, 2026.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 2 Supervisor Shaw

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty
Adam, DarrinBo Ladner

EXCUSED:

2. Motion to accept Roberto Ruiz and Jerome Leblac as Unclaimed Bodies and assist with the cremations directed by Edmond Fahey Funeral home. The fee will be \$800.00 for each for a total of \$1,600.00.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 4 Board President Adam

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty
Adam, DarrinBo Ladner

EXCUSED:

3. Motion to approve and authorize the appropriate signatures on the following 16th Section Land Matters:
 - a. Viola Ishem - Residential - Parcel #185D-1-16-012.000 - New Lease,
 - b. Marilyn Mayzak and August Percel II — Residential - Parcel #185-0-16-007.000 - New Lease,
 - c. Flatline Hunting Club - Hunting and Fishing Lease - Parcel #175-0-16-001.000 - New Lease.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 2 Supervisor Shaw

SECONDER: District 4 Board President Adam

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty
Adam, DarrinBo Ladner

EXCUSED:

4. Motion to approve Holly Bilbo's EMA Director's salary at the rate of pay of \$67,778.13 per year, effective December 1, 2025, with a 90-day probationary period. Upon successful completion of the probationary period, a request will be made to increase Ms. Bilbo's salary to the currently budgeted rate of \$72,778.13 per year.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 2 Supervisor Shaw

SECONDER: District 3 Supervisor Clark

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty
Adam, DarrinBo Ladner

EXCUSED:

5. Discussion regarding the Arena.

RESULT: NO ACTION TAKEN

MOVER:

SECONDER:

AYES:

EXCUSED:

The record shows a discussion regarding the arena referencing the \$17,900 million allocated for the project. Alex Davis, County Engineer, discussed Package 1 which contained the following upgrades: site fill, site grading, 135 RV spots with water, sewer, and power; a 500-spot paved parking lot with drive and access roads, grass fairgrounds area with subsurface drainage, subsurface drainage across the entire site with retention pond in back, modify the existing arena and barn with lighting and power and restroom upgrades, add 40,000 sq. foot barn addition, prep the arena site with 2 feet of fill, which upgrades are well within budget in the 13–15 million range. The discussion resulted in the two motions that followed.

6. Motion to amend the agenda to authorize Neel-Schaffer to prepare a bid package for modification to the arena scope of the project for a future bid.

RESULT: Approved (UNANIMOUS)

MOVER: District 2 Supervisor Shaw

SECONDER: District 5 Supervisor Ladner

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

7. Motion to authorize Neel-Schaffer to prepare a bid package pursuant to the discussion on the scope at the November 17, 2025, meeting.

RESULT: Approved (UNANIMOUS)

MOVER: District 5 Supervisor Ladner

SECONDER: District 4 Board President Adam

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

K) County Attorney

1. Motion to consider the proposal from Polychemie for purchase of real property from Hancock County under Mississippi Code Section 19-7-3 (4), for the private sale of property with a finding under Mississippi Code Section 19-7-3 (4) for the purpose of economic growth, industrial development in the area and authorizing the county attorney and any other necessary signatures on the sale.

RESULT: **Approved (UNANIMOUS)**
MOVER: District 2 Supervisor Shaw
SECONDER: District 4 Board President Adam
AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty
 Adam, DarrinBo Ladner
EXCUSED:

9. Supervisors Items

A) District 1

B) District 2

1. Discussion regarding placing a food pantry cabinet at the Necaise Community Center. The record shows that the discussion resulted in the following two Motions.

RESULT: **NO ACTION TAKEN**
MOVER:
SECONDER:
AYES:
EXCUSED:

2. Motion to amend the agenda to authorize the allowance of a food pantry "Harvest Hub" cabinet to be placed by The Kind Hearts Organization at the Necaise Community Center with any modifications approved by Buildings and Grounds.

RESULT: **Approved (UNANIMOUS)**
MOVER: District 2 Supervisor Shaw
SECONDER: District 4 Board President Adam
AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty
 Adam, DarrinBo Ladner
EXCUSED:

3. Motion to authorize the allowance of a food pantry "Harvest Hub" cabinet to be placed by The Kind Hearts Organization at the Necaise Community Center with any modifications approved by Buildings and Grounds.

RESULT: **Approved (UNANIMOUS)**
MOVER: District 2 Supervisor Shaw
SECONDER: District 4 Board President Adam
AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty
 Adam, DarrinBo Ladner
EXCUSED:

C) District 3

D) District 4

1. Motion to amend the agenda for a discussion regarding one of the county facilities.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 4 Board President Adam

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty
Adam, DarrinBo Ladner

EXCUSED:

2. Motion to approve A Resolution of the Hancock County Board of Supervisors Renaming The Hancock County Emergency Operations Center as the "Brian 'Hooty' Adam Emergency Operations Center" in Recognition of EMA Director Brian Adam for his Dedication and Years of Service to Hancock County.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 4 Board President Adam

SECONDER: District 2 Supervisor Shaw

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty
Adam, DarrinBo Ladner

EXCUSED:

E) District 5

10. Public Comment

11. Executive Session

- A) Motion to Consider the appropriateness of an Executive Session regarding pending litigation in the matter of re-subdivision of recreational property in Mallard Point.**

RESULT: **Approved (UNANIMOUS)**

MOVER: District 2 Supervisor Shaw

SECONDER: District 4 Board President Adam

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam,
DarrinBo Ladner

EXCUSED:

- B) Motion to Enter an Executive Session regarding pending litigation in the**

matter of re-subdivision of recreational property in Mallard Point.

RESULT: Approved (UNANIMOUS)

MOVER: District 5 Supervisor Ladner

SECONDER: District 2 Supervisor Shaw

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam,
DarrinBo Ladner

EXCUSED:

C) Motion to Exit the Executive Session with no action taken.

RESULT: Approved (UNANIMOUS)

MOVER: District 1 Supervisor Graham

SECONDER: District 5 Supervisor Ladner

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam,
DarrinBo Ladner

EXCUSED:

12. Adjourn/Recess

RESULT: Approved (UNANIMOUS)

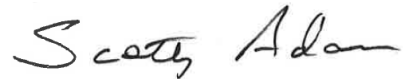
MOVER: District 5 Supervisor Ladner

SECONDER: District 4 Board President Adam

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam,
DarrinBo Ladner

EXCUSED:

The Minutes of the November 17, 2025 meeting have been read and approved.



Supervisor Scotty Adam, President

From:

Coastal Land and Marine Construction LLC,
7100 Fountainbleau Rd.
Ocean Springs, MS 39564

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

**“McLeod Park Bulkhead Project - Phase 1
SEALED BID TO BE OPENED AT 10:00 A.M., November 17th, 2025”**

CERTIFICATE OF RESPONSIBILITY NUMBER: Mississippi 26362-SC



SECTION 00 41 43
BID FORM

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

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted for:

McLeod Park Bulkhead Project – Phase 1

1.02 This Bid is submitted to:

*Hancock County Board of Supervisors
854 Highway 90
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:

Jeremy Ramer

TITLE:

Owner

TELEPHONE:

228-355-1561

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 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 Bidder accepts that Owner has the right to award the contract to the lowest qualified bidder and accept the base bid, combination of base bid and any alternates, or reject all bids, whichever is in the best interest of the 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.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>10-24-25</u>
<u>2</u>	<u>11-11-25</u>
<u>3</u>	<u>11-12-25</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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.

SECTION 00 43 13
BID BOND

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

BIDDER (Name and Address):

Coastal Land and Marine Construction LLC
7100 Fountainbleau Rd
Ocean Springs, MS 39564

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

Great Midwest Insurance Company
800 Gessner, Suite 600
Houston, Texas 77024

OWNER (Name and Address):

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

BID

Bid Due Date: November 17th, 2025
Project: McLeod Park Bulkhead Project – Phase 1

BOND

Bond Number: N/A
Date (Not later than Bid due date): 11/17/2025

Penal sum	Five Percent of the Total Amount Bid (Words)	5% of the Total 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

Coastal Land and Marine Construction LLC (Seal)
Bidder's Name and Corporate Seal

By: James P. Dunn
Signature and Title

Attest: Sam Pan
Signature and Title

SURETY

Great Midwest Insurance Company (Seal)
Surety's Name and Corporate Seal

By: Greg Bennett
Signature and Title Greg Bennett,
(Attach Power of Attorney) Attorney-In-Fact

(Attach Power of Attorney) Attorney-In-Fact

Attest: 

Signature and Title Nancy Williams, Administrative Clerk



NEEL-SCHAFFER, INC.
NS.18455.006

BID BOND (ADD. NO. 3)
00 43 13-1

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

James L. Noe, III, Craig Whitlow, Charles Myers, James Myers, Andrew Bennett, Amelia Cain, Ruth Kjos, Lisa Wilson, Greg Bennett, Seth Chapman, Rhyen Atwood, Brianna Mai Ferguson, Charlena Denae Brockman, Morgan Collins Wills, Darian Schrembs

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

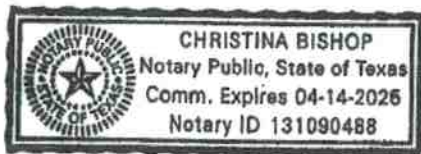


GREAT MIDWEST INSURANCE COMPANY

BY 
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY 
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 17th Day of November, 20 25.



BY 
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

 AIA® Document A310™ – 2010**Bid Bond****CONTRACTOR:**

(Name, legal status and address)

Coastal Land and Marine Construction
LLC
7100 Fountainbleau Rd
Ocean Springs, MS 39564

SURETY:

(Name, legal status and principal place of business)

Great Midwest Insurance Company
800 Gessner, Suite 600
Houston, TX 77024

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ Five Percent of the Total Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

McLeod Park Bulkhead Project - Phase 1
8100 Texas Flat Rd.
Kiln, MS 39556

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

bond and not as a common law bond.

Signed and sealed this Fourteenth day of November , Two Thousand Twenty-Five

Jeremy Rame
CONTRACTOR AS PRINCIPAL (Signature)
Jeremy Rame Owner
(Printed name and title)
Jeremy Rame
(Witness)

Greg Bennett
SURETY (Signature)
BY: Greg Bennett, Attorney-In-Fact
(Printed name and title)
Nancy Williams
(Witness) Nancy Williams, Administrative Clerk



POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

James L. Noe, III, Craig Whitlow, Charles Myers, James Myers, Andrew Bennett, Amelia Cain, Ruth Kjos, Lisa Wilson, Greg Bennett, Seth Chapman, Rhyann Atwood, Brianna Mai Ferguson, Charlena Denae Brockman, Morgan Collins Wills, Darian Schrembs

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Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

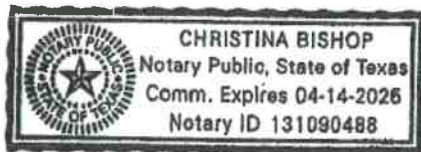
BY _____

Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY _____

Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 14th Day of November, 20 25.



BY _____

Leslie K. Shaunty

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

SECTION 00 45 19
**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.

McLeod Park Bulkhead Project – Phase 1
Title of Project or Subcontract

Jeremy Ranner
Prime or Subcontractor's Name

Jeremy Ranner 11/14/25
Signature/Date

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

ARTICLE 9 – BIDDER'S SIGNATURE AND SWORN STATEMENT

STATE OF Mississippi

COUNTY OF Hancock County

BIDDER

9.01 The name of the bidder submitting this proposal is:

Coastal Land and Marine Construction LLC

Headquarters Address:

7100 Fountainbleau RD
Street

Ocean Springs MS 39564
City State Zip

228-355-1561
Phone Fax

CoastalLandandMarine@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:

Jeremy Pamer 7100 Fountainbleau RD
Name Street or P.O. Box

Ocean Springs MS 39564
City State Zip

Attention: Jeremy Pamer Owner
Name Title

Submitted on 11-14-25, 20____.

State Contractor License No. 26362-SL (If applicable)

A Corporation

Corporation Name: Coastal Land and Marine Construction LLC (SEAL)

State of Incorporation: MS

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

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

Name (typed or printed): Jeremy Ramer

Title: Owner
(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in MS [State Where Project is Located] is
11/27/24.

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: *[Handwritten Signature]*

Title: *[Handwritten Title]* (Corporate Seal)

NOTARY PUBLIC:

Subscribe and sworn to before me this 14th day of Nov, 2025

Notary Public – State of MS - Alyvia Barber

My Commission expires 5/30/28 (Notary Seal).



State of Mississippi

Certificate of Formation

Acting under the authority vested in me as Secretary of State by the Constitution and Laws of this State,
I do hereby certify the following has satisfied all conditions precedent for formation in this State.

Coastal Land and Marine Construction LLC



Given this the 26th day of March, Two Thousand and
Twenty-One, in the Capital City of Jackson, Mississippi
under my Hand and Seal,

Michael W. Atsa

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					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
201-A001	CLEARING AND GRUBBING	1	LS	25,000.00	25,000.00
202-A001	REMOVAL OF OBSTRUCTIONS	1	LS	20,000.00	20,000.00
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	250	CY	40.00	10,000.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	500	CY	25.00	12,500.00
211-B001	TOPSOIL, FM, AH	500	CY	30.00	15,000.00
216-A001	SOLID SODDING	350	SY	20.00	7,000.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	70	SY	45.00	3,150.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	150	CY	100.00	15,000.00
620-A001	MOBILIZATION	1	LS	365,000.00	365,000.00
01014	EROSION CONTROL	1	LS	5,000.00	5,000.00
02370	INSTALL METAL SHEET PILE (40' LONG)	300	LF	1,633.20	489,960.00
02300	HELICAL ANCHORS	30	EA	6,000.00	180,000.00
02300	BULKHEAD WALER ASSEMBLY	300	LF	195.00	58,500.00
601-A001	CONCRETE SHEET PILE CAP	17	CY	294.10	4,999.70
699-A001	CONSTRUCTION STAKING	1	LS	2500.00	2500.00
815-A001	LOOSE RIPRAP, SIZE 100	10	SY	250.00	2500.00
815-E001	GEOTEXTILE UNDER RIPRAP	10	SY	100.00	1000.00
L00018	HANDRAIL, PER PLANS	300	LF	250.00	75,000.00
TOTAL BASE BID:					1,142,109.70

ADDITIVE ALTERNATE No. 1 – Additional 100 LF of Bulkhead + 28 Calendar Days					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	67	CY	40.00	2,680.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	150	CY	25.00	3,750.00
211-B001	TOPSOIL, FM, AH	150	CY	30.00	4,500.00
216-A001	SOLID SODDING	111	SY	20.00	2,220.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	22	SY	45.00	990.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	50	CY	100.00	5,000.00
620-A001	MOBILIZATION	1	LS	120,000.00	120,000.00
01014	EROSION CONTROL	1	LS	1,665.00	1,665.00
02370	INSTALL METAL SHEET PILE (40' LONG)	100	LF	1,633.20	163,320.00
02300	HELICAL ANCHORS	10	EA	6,000.00	60,000.00
02300	BULKHEAD WALER ASSEMBLY	100	LF	195.00	19,500.00
601-A001	CONCRETE SHEET PILE CAP	6	CY	294.10	1,764.60
699-A001	CONSTRUCTION STAKING	1	LS	833.33	833.33
L00018	HANDRAIL, PER PLANS	100	LF	250.00	25,000.00
TOTAL ADDITIVE ALTERNATE No. 1:					411,222.93

ADDITIVE ALTERNATE No. 2 – Additional 50 LF of Bulkhead + 14 Calendar Days					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	33	CY	40.00	1320.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	75	CY	25.00	1875.00
211-B001	TOPSOIL, FM, AH	75	CY	30.00	2250.00
216-A001	SOLID SODDING	56	SY	20.00	1120.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	11	SY	45.00	495.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	22	CY	100.00	2200.00
620-A001	MOBILIZATION	1	LS	60,000.00	60,000.00
01014	EROSION CONTROL	1	LS	832.50	832.50
02370	INSTALL METAL SHEET PILE (40' LONG)	50	LF	1633.20	81,660.00
02300	HELICAL ANCHORS	5	Each	6,000.00	30,000.00
02300	BULKHEAD WALER ASSEMBLY	50	LF	195.00	9750.00
601-A001	CONCRETE SHEET PILE CAP	3	CY	294.10	882.30
699-A001	CONSTRUCTION STAKING	1	LS	416.67	416.67
L00018	HANDRAIL, PER PLANS	50	LF	250.00	12,500.00
TOTAL ADDITIVE ALTERNATE No. 2:					205,301.47

ADDITIVE ALTERNATE No. 3 – Additional 25 LF of Bulkhead + 7 Calendar Days					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	17	CY	40.00	680.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	38	CY	25.00	950.00
211-B001	TOPSOIL, FM, AH	38	CY	30.00	1140.00
216-A001	SOLID SODDING	28	SY	20.00	560.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	6	SY	45.00	270.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	11	CY	100.00	1100.00
620-A001	MOBILIZATION	1	LS	30,500.00	30,500.00
01014	EROSION CONTROL	1	LS	416.25	416.25
02370	INSTALL METAL SHEET PILE (40' LONG)	25	LF	1633.20	40,830.00
02300	HELICAL ANCHORS	3	Each	6,000.00	18,000.00
02300	BULKHEAD WALER ASSEMBLY	25	LF	195.00	4875.00
601-A001	CONCRETE SHEET PILE CAP	1	CY	294.10	294.10
699-A001	CONSTRUCTION STAKING	1	LS	208.35	208.35
L00018	HANDRAIL, PER PLANS	25	LF	250.00	6250.00
TOTAL ADDITIVE ALTERNATE No. 3:					106,103.70

ADDITIVE ALTERNATE No. 4 – Additional 25 LF of Bulkhead + 7 Calendar Days					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	17	CY	40.00	680.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	38	CY	25.00	950.00
211-B001	TOPSOIL, FM, AH	38	CY	30.00	1140.00
216-A001	SOLID SODDING	28	SY	20.00	560.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	6	SY	45.00	270.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	11	CY	100.00	1100.00
620-A001	MOBILIZATION	1	LS	30,500.00	30,500.00
01014	EROSION CONTROL	1	LS	416.25	416.25
02370	INSTALL METAL SHEET PILE (40' LONG)	25	LF	1633.20	40,830.00
02300	HELICAL ANCHORS	3	Each	6000.00	18,000.00
02300	BULKHEAD WALER ASSEMBLY	25	LF	195.00	4875.00
601-A001	CONCRETE SHEET PILE CAP	1	CY	294.10	294.10
699-A001	CONSTRUCTION STAKING	1	LS	208.35	208.35
L00018	HANDRAIL, PER PLANS	25	LF	250.00	6250.00
TOTAL ADDITIVE ALTERNATE No. 4:					106,073.70

NOTE TO BIDDERS

The following Bid Schedule Tabulation will be used to read the Bids aloud:

Base Bid	<u>\$1,292,109.70</u>
Additive Alternate No. 1	<u>\$ 411,222.93</u>
Additive Alternate No. 2	<u>\$ 205,301.47</u>
Additive Alternate No. 3	<u>\$ 106,073.70</u>
Additive Alternate No. 4	<u>\$ 106,073.70</u>

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 substantially complete within 75 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 calendar 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 00 41 43.

SECTION 00 45 13
PROJECT REFERENCES

The Contractor shall provide a list of five (5) similar projects that you have completed, with the contract amount, references, and contact information for each (preferably other than Neel-Schaffer projects).

Project #1: Gulf Ship Sheet-wall
Location: Industrial Canal Gulfport ms Contract Amount: 1.3 million
Owner: Harrison County
Contact: Jason Gibson Phone No.: 228-896-8020, 189
Engineer: Jason Gibson
Contact: _____ Phone No.: _____

Project #2: Hillard Park Boat launch
Location: Hillard Park Biloxi ms Contract Amount: N/A
Owner: Harrison County
Contact: _____ Phone No.: _____
Engineer: Seymour Engineering
Contact: Tracy Spiers Phone No.: 228-385-2350

Project #3: West Harrison County Boat launch
Location: Highway 90 Biloxi Beach Contract Amount: 2.1 million
Owner: Harrison County
Contact: _____ Phone No.: _____
Engineer: _____
Contact: _____ Phone No.: _____

Project #4: _____
Location: _____ Contract Amount: _____
Owner: _____
Contact: _____ Phone No.: _____
Engineer: _____
Contact: _____ Phone No.: _____

Project #5: _____
Location: _____ Contract Amount: _____
Owner: _____
Contact: _____ Phone No.: _____
Engineer: _____
Contact: _____ Phone No.: _____

BID DOCUMENTS

SUBMITTED TO: Hancock County Board of Supervisors
854 Highway 90
Bay St. Louis, MS 39520

SUBMITTED BY: Cycle Construction Company, LLC
6 E 3rd Street
Kenner, La 70062
(504) 467-1444
MS Cont. Lic.#16419-MC

BID FOR CONTRACT: McLeod Park Bulkhead Project- Phase I

BID DATE & TIME: November 17, 2025
10:00 AM

SECTION 00 41 43
BID FORM

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

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted for:

McLeod Park Bulkhead Project – Phase 1

1.02 This Bid is submitted to:

*Hancock County Board of Supervisors
854 Highway 90
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: Jonathan N. Kernion, Jr.

TITLE: Chief Operating Officer

TELEPHONE: (504) 467-1444

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 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 Bidder accepts that Owner has the right to award the contract to the lowest qualified bidder and accept the base bid, combination of base bid and any alternates, or reject all bids, whichever is in the best interest of the 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.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>10/24/25</u>
<u>2</u>	<u>11/2/25</u>
<u>3</u>	<u>11/12/25</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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 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 anything 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.

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					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
201-A001	CLEARING AND GRUBBING	1	LS	19,500.00	19,500.00
202-A001	REMOVAL OF OBSTRUCTIONS	1	LS	1,925.00	1,925.00
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	250	CY	75.00	18,750.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	500	CY	40.00	20,000.00
211-B001	TOPSOIL, FM, AH	500	CY	36.00	18,000.00
216-A001	SOLID SODDING	350	SY	17.00	5,950.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	70	SY	7.00	490.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	150	CY	192.00	28,800.00
620-A001	MOBILIZATION	1	LS	136,000.00	136,000.00
01014	EROSION CONTROL	1	LS	2,267.00	2,267.00
02370	INSTALL METAL SHEET PILE (40' LONG)	300	LF	1,771.00	531,300.00
02300	HELICAL ANCHORS	30	EA	5,484.00	164,520.00
02300	BULKHEAD WALER ASSEMBLY	300	LF	478.00	143,400.00
601-A001	CONCRETE SHEET PILE CAP	17	CY	1,150.00	19,550.00
699-A001	CONSTRUCTION STAKING	1	LS	6,800.00	6,800.00
815-A001	LOOSE RIPRAP, SIZE 100	10	SY	270.00	2,700.00
815-E001	GEOTEXTILE UNDER RIPRAP	10	SY	9.00	90.00
L00018	HANDRAIL, PER PLANS	300	LF	211.00	63,300.00
TOTAL BASE BID:					1,183,342.00

ADDITIVE ALTERNATE No. 1 – Additional 100 LF of Bulkhead + 28 Calendar Days					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	67	CY	75.00	5,025.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	150	CY	40.00	6,000.00
211-B001	TOPSOIL, FM, AH	150	CY	36.00	5,400.00
216-A001	SOLID SODDING	111	SY	17.00	1,887.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	22	SY	7.00	154.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	50	CY	192.00	9,600.00
620-A001	MOBILIZATION	1	LS	34,500.00	34,500.00
01014	EROSION CONTROL	1	LS	600.00	600.00
02370	INSTALL METAL SHEET PILE (40' LONG)	100	LF	1,771.00	177,100.00
02300	HELICAL ANCHORS	10	EA	5,484.00	54,840.00
02300	BULKHEAD WALER ASSEMBLY	100	LF	478.00	47,800.00
601-A001	CONCRETE SHEET PILE CAP	6	CY	1,150.00	6,900.00
699-A001	CONSTRUCTION STAKING	1	LS	2,700.00	2,700.00
L00018	HANDRAIL, PER PLANS	100	LF	211.00	21,100.00
TOTAL ADDITIVE ALTERNATE No. 1:					373,606.00

ADDITIVE ALTERNATE No. 2 – Additional 50 LF of Bulkhead + 14 Calendar Days					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	33	CY	75.00	1,275.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	75	CY	40.00	1,520.00
211-B001	TOPSOIL, FM, AH	75	CY	36.00	1,368.00
216-A001	SOLID SODDING	56	SY	17.00	476.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	11	SY	7.00	77.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	22	CY	192.00	4,224.00
620-A001	MOBILIZATION	1	LS	18,600.00	18,600.00
01014	EROSION CONTROL	1	LS	300.00	300.00
02370	INSTALL METAL SHEET PILE (40' LONG)	50	LF	1,771.00	88,550.00
02300	HELICAL ANCHORS	5	Each	5,484.00	27,420.00
02300	BULKHEAD WALER ASSEMBLY	50	LF	478.00	23,900.00
601-A001	CONCRETE SHEET PILE CAP	3	CY	1,150.00	3,450.00
699-A001	CONSTRUCTION STAKING	1	LS	2,700.00	2,700.00
L00018	HANDRAIL, PER PLANS	50	LF	211.00	10,550.00
TOTAL ADDITIVE ALTERNATE No. 2:					188,898.00

ADDITIVE ALTERNATE No. 3 – Additional 25 LF of Bulkhead + 7 Calendar Days					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	17	CY	75.00	1,275.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	38	CY	40.00	1,520.00
211-B001	TOPSOIL, FM, AH	38	CY	36.00	1,368.00
216-A001	SOLID SODDING	28	SY	17.00	476.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	6	SY	7.00	350.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	11	CY	192.00	2,112.00
620-A001	MOBILIZATION	1	LS	10,700.00	10,700.00
01014	EROSION CONTROL	1	LS	150.00	150.00
02370	INSTALL METAL SHEET PILE (40' LONG)	25	LF	1,771.00	44,275.00
02300	HELICAL ANCHORS	3	Each	5,484.00	16,452.00
02300	BULKHEAD WALER ASSEMBLY	25	LF	478.00	11,950.00
601-A001	CONCRETE SHEET PILE CAP	1	CY	1,150.00	1,150.00
699-A001	CONSTRUCTION STAKING	1	LS	2,700.00	2,700.00
L00018	HANDRAIL, PER PLANS	25	LF	211.00	5,275.00
TOTAL ADDITIVE ALTERNATE No. 3:					99,753.00

ADDITIVE ALTERNATE No. 4 – Additional 25 LF of Bulkhead + 7 Calendar Days					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	17	CY	75.00	1,275.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	38	CY	40.00	1,520.00
211-B001	TOPSOIL, FM, AH	38	CY	36.00	1,368.00
216-A001	SOLID SODDING	28	SY	17.00	476.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	6	SY	7.00	42.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	11	CY	192.00	2,112.00
620-A001	MOBILIZATION	1	LS	10,700.00	10,700.00
01014	EROSION CONTROL	1	LS	150.00	150.00
02370	INSTALL METAL SHEET PILE (40' LONG)	25	LF	1,771.00	44,275.00
02300	HELICAL ANCHORS	3	Each	5,484.00	16,452.00
02300	BULKHEAD WALER ASSEMBLY	25	LF	478.00	11,950.00
601-A001	CONCRETE SHEET PILE CAP	1	CY	1,150.00	1,150.00
699-A001	CONSTRUCTION STAKING	1	LS	2,700.00	2,700.00
L00018	HANDRAIL, PER PLANS	25	LF	211.00	5,275.00
TOTAL ADDITIVE ALTERNATE No. 4:					99,445.00

NOTE TO BIDDERS

The following Bid Schedule Tabulation will be used to read the Bids aloud:

Base Bid	<u>\$ 1,183,342.00</u>
Additive Alternate No. 1	<u>\$ 373,606.00</u>
Additive Alternate No. 2	<u>\$ 188,898.00</u>
Additive Alternate No. 3	<u>\$ 99,753.00</u>
Additive Alternate No. 4	<u>\$ 99,445.00</u>

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 substantially complete within 75 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 calendar 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 00 41 43.

- B. List of Subcontractors
- C. Signed Section 00 45 19- Certification Regarding Debarment, Suspension, Non-Collusion and Other Responsibility Matters
- D. Required bidders current certificate of responsibility issued by the state of Mississippi
- E. If the bidder is a non-resident contractor, a copy of the bidder's current state bidder preference law pertaining to that states treatment of non-resident contractors pursuant to Miss. Code Ann. 8 31-3-21(3) or a statement on letterhead and signed by the same person who signs the bid form stating that no preference laws exist in that state.
- F. E-Verify Compliance Letter and screenshot
- G. Official Secretary of State's Letter of Good Standings with the State of Mississippi
- H. Corporate Minutes or other document showing authority to sign Bid Form

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.

SECTION 00 43 13
BID BOND

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

BIDDER (Name and Address):

Cycle Construction Company, L.L.C.
6 E 3rd Street
Kenner, LA 70062

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

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

OWNER (Name and Address):

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

BID

Bid Due Date: November 17th, 2025

Project: McLeod Park Bulkhead Project – Phase 1

BOND

Bond Number: N/A

Date (Not later than Bid due date): November 17, 2025

Penal sum	Five Percent of the Amount Bid (Words)	5% (Figures)

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

BIDDER

Cycle Construction Company, L.L.C. (Seal)
Bidder's Name and Corporate Seal

By: _____
Signature and Title **Jonathan N. Kernion, Jr.,**
Chief Operating Officer

Attest: _____
Signature and Title
Mitch Roth, Precon Exec

SURETY

United States Fire Insurance Company (Seal)
Surety's Name and Corporate Seal

By: Pamela K. Tucker
Signature and Title **Pamela K. Tucker, Attorney-in-Fact**
(Attach Power of Attorney)

Attest: (See Power of Attorney)

Signature and Title

Countersigned:
Mississippi Resident Agent:

By: Peggy L. Jackson
Peggy L. Jackson, Jackson, MS

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

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.

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

06989

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Stephen L. Cory, Pamela K. Tucker, Bert Guiberteau, Jr., Michael C. Seaman,
Mary Claire Buckley, Ronald Chase Zumo

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

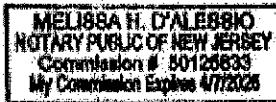
UNITED STATES FIRE INSURANCE COMPANY



State of New Jersey }
County of Morris }

Matthew E. Lubin, President

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 17th day of November 2025

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President

SECTION 00 43 36
LIST OF SUBCONTRACTORS

The Contractor shall list Subcontractors, Suppliers, individuals, or entities to be utilized on the Work. The name of the company or individual, the address, the item(s) of Work to be subcontracted, and the value of Work subcontracted shall be provided below. List the Subcontractors Certificate of Responsibility Number if the value of Work is equal to or greater than \$50,000.

NAME: Elite Helical Solutions LLC
ADDRESS: 16347 Old Hammond Hwy, Baton Rouge, LA 70816
ITEM(S) OF WORK: Helical Piles
VALUE OF WORK: \$234,039
CERTIFICATE OF RESPONSIBILITY NUMBER: 07318-MC

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

The person to contact for additional information regarding this form:

Andrew Lamastis
(Name)

Estimator
(Title)

Note: Should additional space be necessary to list all Subcontractors, bidder shall submit multiple copies of this form.

ARTICLE 9 – BIDDER'S SIGNATURE AND SWORN STATEMENT

STATE OF LA

COUNTY OF Jefferson

BIDDER

9.01 The name of the bidder submitting this proposal is:

Cycle Construction Company, LLC

Headquarters Address: 6 E 3rd St.
Street
Kenner LA 70062
City State Zip
(504) 467-1444 (504) 467-1222
Phone Fax
nkernion@cycleconstruction.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:

Cycle Construction Company, LLC 6 E 3rd St.

Name Street or P.O. Box
Kenner LA 70062
City State Zip
Attention: Jonathan N. Kernion, Jr. Chief Operating Officer
Name Title

Submitted on November 17, 2025.

State Contractor License No. 16419-MC. (If applicable)

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: _____

LLC
A Corporation

LLC
Corporation Name: Cycle Construction Company, LLC (SEAL)

LLC
State of Incorporation: LA

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

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

Name (typed or printed): Jonathan N. Kernion, Jr.

Title: Chief Operating Officer

Attest: [Signature] (CORPORATE SEAL)
(Signature of Corporate Secretary)

Date of Qualification to do business in MS [State Where Project is Located] is
06\01\2000

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.

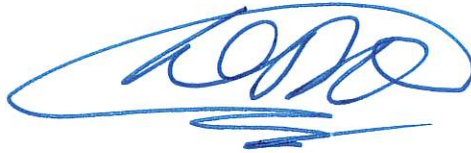
Signature: Jonathan N. Kernion, Jr.
Title: Chief Operating Officer (Corporate Seal)

NOTARY PUBLIC:

Subscribe and sworn to before me this 13 day of Nov., 2021.

Notary Public – State of Louisiana.

My Commission expires on my death (Notary Seal).



Donald P. DiMaggio
LA Notary Public# 33195
My Commission is for Life



SECTION 00 45 13
PROJECT REFERENCES

The Contractor shall provide a list of five (5) similar projects that you have completed, with the contract amount, references, and contact information for each (preferably other than Neel-Schaffer projects).

Project #1:	WSLP-09 Levee and Floodwall		
Location:	East St John Parish, LA	Contract Amount:	\$23,275,555.00
Owner:	United States Army Corps of Engineers		
Contact:	Construction Division	Phone No.:	504-862-2235
Engineer:	USACE		
Contact:	Engineering Division	Phone No.:	504-862-2240
Project #2:	NOV-06B.3 West Pointe a la Hache Floodwalls and Siphon		
Location:	Pointe a la Hache, LA	Contract Amount:	\$11,475,073.58
Owner:	USACE		
Contact:	Construction Division	Phone No.:	504-862-2235
Engineer:	USACE		
Contact:	Engineering Division	Phone No.:	504-862-2240
Project #3:	SELA-16 Gardere/Murphy Canal North		
Location:	Westwego, LA	Contract Amount:	\$19,565,636.00
Owner:	USACE		
Contact:	Construction Division	Phone No.:	504-862-2235
Engineer:	USACE		
Contact:	Engineering Division	Phone No.:	504-862-2240
Project #4:	WBV-92 Gulf South Pipeline Crossing		
Location:	Algiers, LA	Contract Amount:	\$3,392,873.15
Owner:	USACE		
Contact:	Construction Division	Phone No.:	504-862-2235
Engineer:	USACE		
Contact:	Engineering Division	Phone No.:	504-862-2240
Project #5:	OFC-07		
Location:	New Orleans, LA	Contract Amount:	\$12,639,783.06
Owner:	USACE		
Contact:	Construction Division	Phone No.:	504-862-2235
Engineer:	USACE		
Contact:	Engineering Division	Phone No.:	504-862-2240

SECTION 00 45 19

**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.

McLeod Park Bulkhead Project – Phase 1

Title of Project or Subcontract

11/17/2025

Prime or Subcontractor's Name

Signature/Date

Cycle Constructors Co. LLC
Jonathan Kernion, COO

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

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

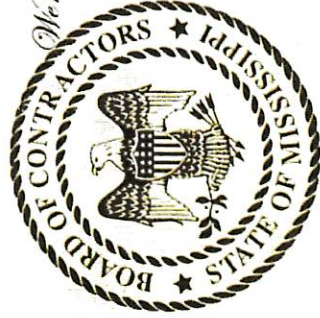
CYCLE CONSTRUCTION COMPANY, LLC

6 THIRD STREET EAST

KENNER, LA 70062

is duly registered and entitled to perform

- 1) ASBESTOS ABATEMENT OR REMOVAL
- 2) BUILDING CONSTRUCTION
- 3) HEAVY CONSTRUCTION
- 4) HIGHWAY, STREET AND BRIDGE CONSTRUCTION
- 5) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION



We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 14 day of Dec., 2024

CERTIFICATE OF RESPONSIBILITY

No. 16419-MC

Expires Dec. 14, 2025

Joel A. Canell

CHAIRMAN OF THE BOARD

Louisiana Preference Law in public work

RS 39:1604.2

§1604.2. Preference in letting contracts for public work

A.(1) In the letting of contracts for public work by any public entity, except contracts financed in whole or in part by contributions or loans from any agency of the United States government:

(a) Preference shall be given to contractors domiciled in the state of Louisiana over contractors domiciled in a state that provides for a preference in favor of contractors domiciled in that state over contractors domiciled in the state of Louisiana for the same type of work.

(b) Contractors domiciled in the state of Louisiana are to be granted the same preference over contractors domiciled in such state favoring contractors domiciled therein with a preference over contractors domiciled in the state of Louisiana in the same manner and on the same basis and to the same extent that such preference may be granted in letting contracts for the same type of work by such other state to contractors domiciled therein over contractors domiciled in the state of Louisiana.

(2) If one party to a joint venture is qualified under this Section as a contractor domiciled in Louisiana, this qualification shall extend to all parties to the joint venture.

(3) For the purpose of this Section, a foreign corporation that has qualified to do business in the state of Louisiana in the manner required by law more than six months prior to the advertising for bids on a contract for public work shall be considered to be a contractor domiciled in the state of Louisiana for the purpose of letting the contract.

B. The provisions and requirements of this Section shall not be waived by any public entity.

Added by Acts 1983, No. 43, §2, eff. June 17, 1983; Acts 2014, No. 864, §2, eff. Jan. 1, 2015.



P: 504.467.1444

F: 504.467.1222

6 East Third Street

Kenner, LA 70062

November 17, 2025

Hancock County Board of Supervisors
854 Hwy 90
Bay St Louis, MS 39520

Re: Compliance with E-Verify Program
Project Name: McLeod Park Bulkhead Project – Phase I

To Whom It May Concern:

Please accept this letter as certification that Cycle Construction Company, LLC does not knowingly employ or contract with any workers without authorization and has not or will not knowingly enter into a contract with any subcontractor that fails to certify to us that they do not knowingly employ or contract with any workers without authorization.

Cycle Construction Company, LLC participates in or has applied for participation in the E-Verify Program created by Congress, as administered by the United States Department of Homeland Security.

Regards,

A handwritten signature in blue ink, appearing to be 'JN Kernion, Jr.', written over the printed name.

Jonathan N. Kernion, Jr.
Chief Operating Officer

My Company Profile

Company Information

Company Name	Doing Business As (DBA) Name
Cycle Construction Company, LLC	---

Company ID	Enrollment Date
130156	Jun 23, 2008

Employer Identification Number (EIN)	Unique Entity Identifier (UEI)
721476798	---

DUNS Number	Total Number of Employees
---	20 to 99

NAICS Code	Sector
237	Construction

Subsector
Heavy and Civil Engineering Construction



Michael Watson
SECRETARY OF STATE

Office of the Secretary of State
Jackson, Mississippi

Certificate of Good Standing

I, MICHAEL WATSON, Secretary of State of the State of Mississippi, and as such, the legal custodian of the records as required by The Mississippi Registration of Foreign Limited Liabilities Company Act to be filed in my office do hereby certify:

CYCLE CONSTRUCTION COMPANY, LLC

Registered the 10th day of April, 2007

A Louisiana LIMITED LIABILITY COMPANY has filed the necessary documents in this office and has obtained a certificate of registration to do business in this state, under the provisions of The Mississippi Registration of Foreign Limited Liability Companies Act as shown by the records in this office.

I further certify that said Limited Liability Company has filed in this office an appointment of registration for service of process, with written acceptance endorsed thereon, and/or power of attorney, designating its agent and/or attorney for service of process in this State as:

NORTHWEST REGISTERED AGENT, INC
270 TRACE COLONY PARK, STE B
RIDGELAND, MS 39157

I further certify that said Limited Liability Company has paid the fees for filing the above papers required by law as shown by the records of this office, and that said Limited Liability Company is in good standing to do business in Mississippi at this time.

Given under my hand and seal of office
the 27th day of March, 2025

A handwritten signature in black ink that reads "Michael Watson".

Certificate Number: CN25209640

Verify this certificate online at <http://corp.sos.ms.gov/corpcnv/verifycertificate.aspx>

L. L. C. RESOLUTION

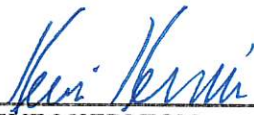
EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF MANAGERS OF
CYCLE CONSTRUCTION COMPANY, L. L. C.

6 E 3rd ST., KENNER, LA 70062

AT THE MEETING OF MANAGERS OF CYCLE CONSTRUCTION CO., L.L.C. DULY NOTICED
AND HELD ON June 13, 2025 A QUORUM BEING PRESENT, ON MOTION DULY MADE
AND SECONDED, IT WAS:

RESOLVED, THAT Jonathan N. Kernion, Jr. (Nathan), Jonathan N. Kernion or Kevin J. Kernion, OR
ANY ONE OF THEM, BE AND IS HEREBY APPOINTED, AUTHORIZED AND DESIGNATED AS
AGENT AND ATTORNEY-IN-FACT OF THE LIMITED LIABILITY COMPANY (L.L.C.) WITH
FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS L.L.C. IN ALL
NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE Hancock County
Board of Supervisors OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS,
INCLUDING BUT NOT LIMITED TO THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS,
AFFIDAVITS, BONDS, SURETIES, CONTRACTS, AND ACTS AND TO RECEIVE AND RECEIPT
THEREFORE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE
PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS L.L.C. HEREBY RATIFYING
APPROVING, CONFIRMING AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED
BY SAID AGENT AND ATTORNEY-IN-FACT. STATE OF INCORPORATION: LOUISIANA-
L.L.C.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AND
EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF
MANAGERS OF SAID L.L.C. AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.



KEVIN KERNION
MEMBER/CHIEF ADMINISTRATIVE OFFICER

11/17/2025

DATE

GILL'S CRANE & DOZER
SERVICE, INC.
116 MARLIN DRIVE
SLIDELL, LA 70461

GILL'S CRANE & DOZER
SERVICE, INC.
LA LICENSE NO. 30077
MS COR NO. 12433

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

SEALED BID

MCLEOD PARK BULKHEAD
PROJECT - PHASE I
PROJECT NO. NS.18455.006

BID DATE: 11/17/25

BID TIME: 10:00 A.M CST

RECEIVED
NOV 17 2025
BY: *Heidi L. Lyster*
8:39 AM

SECTION 00 41 43
BID FORM

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

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted for:

McLeod Park Bulkhead Project – Phase 1

1.02 This Bid is submitted to:

*Hancock County Board of Supervisors
854 Highway 90
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:	<u>Brett J. Audibert</u>
TITLE:	<u>Corporate Secretary</u>
TELEPHONE:	<u>504-662-5530</u>

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 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 Bidder accepts that Owner has the right to award the contract to the lowest qualified bidder and accept the base bid, combination of base bid and any alternates, or reject all bids, whichever is in the best interest of the 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.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>NO. 1</u>	<u>10/24/25</u>
<u>NO. 2</u>	<u>11/11/25</u>
<u>NO. 3</u>	<u>11/12/25</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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 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 anything 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.

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					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
201-A001	CLEARING AND GRUBBING	1	LS	\$10,000.	\$10,000.00
202-A001	REMOVAL OF OBSTRUCTIONS	1	LS	\$5,000.	\$5,000.00
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	250	CY	\$30.00	\$7,500.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	500	CY	\$15.00	\$7,500.00
211-B001	TOPSOIL, FM, AH	500	CY	\$35.00	\$17,500.00
216-A001	SOLID SODDING	350	SY	\$10.00	\$3,500.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	70	SY	\$5.00	\$350.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	150	CY	\$170.00	\$25,500.00
620-A001	MOBILIZATION	1	LS	\$70,000.	\$70,000.00
01014	EROSION CONTROL	1	LS	\$2,500.	\$2,500.00
02370	INSTALL METAL SHEET PILE (40' LONG)	300	LF	\$2,200.	\$660,000.00
02300	HELICAL ANCHORS	30	EA	\$6,600.	\$198,000.00
02300	BULKHEAD WALER ASSEMBLY	300	LF	\$350.00	\$105,000.00
601-A001	CONCRETE SHEET PILE CAP	17	CY	\$1,000.	\$17,000.00
699-A001	CONSTRUCTION STAKING	1	LS	\$3,500.	\$3,500.00
815-A001	LOOSE RIPRAP, SIZE 100	10	SY	\$175.00	\$1,750.00
815-E001	GEOTEXTILE UNDER RIPRAP	10	SY	\$5.00	\$50.00
L00018	HANDRAIL, PER PLANS	300	LF	\$215.00	\$64,500.00
TOTAL BASE BID:					\$1,199,150.00

ADDITIVE ALTERNATE No. 1 – Additional 100 LF of Bulkhead + 28 Calendar Days					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	67	CY	\$30.00	\$2,010.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	150	CY	\$15.00	\$2,250.00
211-B001	TOPSOIL, FM, AH	150	CY	\$35.00	\$5,250.00
216-A001	SOLID SODDING	111	SY	\$10.00	\$1,110.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	22	SY	\$5.00	\$110.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	50	CY	\$170.00	\$8,500.00
620-A001	MOBILIZATION	1	LS	\$13,000.	\$13,000.00
01014	EROSION CONTROL	1	LS	\$800.00	\$800.00
02370	INSTALL METAL SHEET PILE (40' LONG)	100	LF	\$2,200.	\$220,000.00
02300	HELICAL ANCHORS	10	EA	\$6,200.	\$62,000.00
02300	BULKHEAD WALER ASSEMBLY	100	LF	\$350.00	\$35,000.00
601-A001	CONCRETE SHEET PILE CAP	6	CY	\$1,000.	\$6,000.00
699-A001	CONSTRUCTION STAKING	1	LS	\$1,500.	\$1,500.00
L00018	HANDRAIL, PER PLANS	100	LF	\$215.00	\$21,500.00
TOTAL ADDITIVE ALTERNATE No. 1:					\$379,030.00

ADDITIVE ALTERNATE No. 2 – Additional 50 LF of Bulkhead + 14 Calendar Days

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	33	CY	\$30.00	\$990.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	75	CY	\$15.00	\$1,125.00
211-B001	TOPSOIL, FM, AH	75	CY	\$35.00	\$2,625.00
216-A001	SOLID SODDING	56	SY	\$10.00	\$560.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	11	SY	\$5.00	\$55.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	22	CY	\$170.00	\$3,740.00
620-A001	MOBILIZATION	1	LS	\$7,000.	\$7,000.00
01014	EROSION CONTROL	1	LS	\$500.00	\$500.00
02370	INSTALL METAL SHEET PILE (40' LONG)	50	LF	\$2,200.	\$110,000.00
02300	HELICAL ANCHORS	5	Each	\$6,200.	\$31,000.00
02300	BULKHEAD WALER ASSEMBLY	50	LF	\$350.00	\$17,500.00
601-A001	CONCRETE SHEET PILE CAP	3	CY	\$1,000.	\$3,000.00
699-A001	CONSTRUCTION STAKING	1	LS	\$1,000.	\$1,000.00
L00018	HANDRAIL, PER PLANS	50	LF	\$215.00	\$10,750.00
TOTAL ADDITIVE ALTERNATE No. 2:					\$189,845.00

ADDITIVE ALTERNATE No. 3 – Additional 25 LF of Bulkhead + 7 Calendar Days

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	17	CY	\$30.00	\$510.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	38	CY	\$15.00	\$570.00
211-B001	TOPSOIL, FM, AH	38	CY	\$35.00	\$1,330.00
216-A001	SOLID SODDING	28	SY	\$10.00	\$280.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	6	SY	\$5.00	\$30.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	11	CY	\$170.00	\$1,870.00
620-A001	MOBILIZATION	1	LS	\$5,000.	\$5,000.00
01014	EROSION CONTROL	1	LS	\$250.00	\$250.00
02370	INSTALL METAL SHEET PILE (40' LONG)	25	LF	\$2,200.	\$55,000.00
02300	HELICAL ANCHORS	3	Each	\$6,200.	\$18,600.00
02300	BULKHEAD WALER ASSEMBLY	25	LF	\$350.00	\$8,750.00
601-A001	CONCRETE SHEET PILE CAP	1	CY	\$1,000.	\$1,000.00
699-A001	CONSTRUCTION STAKING	1	LS	\$500.00	\$500.00
L00018	HANDRAIL, PER PLANS	25	LF	\$215.00	\$5,375.00
TOTAL ADDITIVE ALTERNATE No. 3:					\$99,065.00

ADDITIVE ALTERNATE No. 4 – Additional 25 LF of Bulkhead + 7 Calendar Days					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	17	CY	\$30.00	\$510.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	38	CY	\$15.00	\$570.00
211-B001	TOPSOIL, FM, AH	38	CY	\$35.00	\$1,330.00
216-A001	SOLID SODDING	28	SY	\$10.00	\$280.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	6	SY	\$5.00	\$30.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	11	CY	\$170.00	\$1,870.00
620-A001	MOBILIZATION	1	LS	\$5,000.	\$5,000.00
01014	EROSION CONTROL	1	LS	\$250.00	\$250.00
02370	INSTALL METAL SHEET PILE (40' LONG)	25	LF	\$2,200.	\$55,000.00
02300	HELICAL ANCHORS	3	Each	\$6,200.	\$18,600.00
02300	BULKHEAD WALER ASSEMBLY	25	LF	\$350.00	\$8,750.00
601-A001	CONCRETE SHEET PILE CAP	1	CY	\$1,000.	\$1,000.00
699-A001	CONSTRUCTION STAKING	1	LS	\$500.00	\$500.00
L00018	HANDRAIL, PER PLANS	25	LF	\$215.00	\$5,375.00
TOTAL ADDITIVE ALTERNATE No. 4:					\$99,065.00

NOTE TO BIDDERS

The following Bid Schedule Tabulation will be used to read the Bids aloud:

Base Bid	\$ 1,199,150.00
Additive Alternate No. 1	\$ 379,030.00
Additive Alternate No. 2	\$ 189,845.00
Additive Alternate No. 3	\$ 99,065.00
Additive Alternate No. 4	\$ 99,065.00

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 substantially complete within 75 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 calendar 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 00 41 43.

- B. List of Subcontractors
- C. Signed Section 00 45 19- Certification Regarding Debarment, Suspension, Non-Collusion and Other Responsibility Matters
- D. Required bidders current certificate of responsibility issued by the state of Mississippi
- E. If the bidder is a non-resident contractor, a copy of the bidder's current state bidder preference law pertaining to that states treatment of non-resident contractors pursuant to Miss. Code Ann. 8 31-3-21(3) or a statement on letterhead and signed by the same person who signs the bid form stating that no preference laws exist in that state.
- F. E-Verify Compliance Letter and screenshot
- G. Official Secretary of State's Letter of Good Standings with the State of Mississippi
- H. Corporate Minutes or other document showing authority to sign Bid Form

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 LOUISIANA

PARISH St. Tammany
COUNTY OF _____

BIDDER

9.01 The name of the bidder submitting this proposal is:

Gill's Crane & Dozer Service, Inc.

Headquarters Address: 19601 Chef Menteur Highway
Street
New Orleans LA 70129
City State Zip
504-662-5530 985-781-7569
Phone Fax
gillscrane@aol.com
Email

Local Mailing Address (if different than above):

116 Marlin Drive
Street
Slidell LA 70461
City State Zip

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

Gill's Crane & Dozer Service, Inc. 116 Marlin Drive
Name Street or P.O. Box
Slidell LA 70461
City State Zip
Attention: Brett J. Audibert Corporate Secretary
Name Title

Submitted on November 17, 2025.

State Contractor License No. 12433-MC. (If applicable)

9.02 Bidder is:

An Individual

Name (typed or printed): N/A

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

Doing business as: _____

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): _____

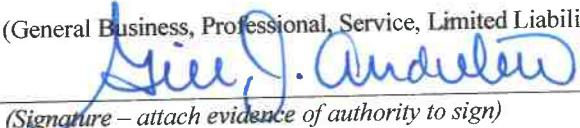
Address: _____

A Corporation

Corporation Name: Gill's Crane & Dozer Service, Inc. (SEAL)

State of Incorporation: Louisiana

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

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

Name (typed or printed): Gill J. Audibert

Title: Corporate President
(CORPORATE SEAL)

Attest: 
(Signature of Corporate Secretary) Brett J. Audibert, Corporate Secretary

Date of Qualification to do business in Mississippi [State Where Project is Located] is
4 \ 3 \ 2000

A Joint Venture

N/A

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: Gill J. Audibert, Corporate President (Corporate Seal)

NOTARY PUBLIC: _____

Subscribe and sworn to before me this 14th day of Nov, 2025

Notary Public – State of Louisiana

My Commission expires at my death (Notary Seal).

SECTION 00 43 13
BID BOND

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

BIDDER (Name and Address):

Gill's Crane & Dozer Service, Inc.
116 Marlin Drive
Slidell, LA 70461

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

Nationwide Mutual Insurance Company
One West Nationwide Boulevard, 1-14-301
Columbus, OH 43215-2220

OWNER (Name and Address):

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

BID

Bid Due Date: November 17th, 2025
Project: McLeod Park Bulkhead Project – Phase I

BOND

Bond Number: N/A
Date (Not later than Bid due date): November 17th, 2025

Penal sum	<u>Five Percent of the Total Amount Bid</u>	<u>5%</u>
	(Words)	(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

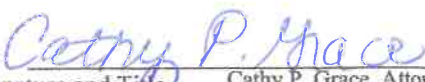
Gill's Crane & Dozer Service, Inc. (Seal)
Bidder's Name and Corporate Seal

By: 
Signature and Title Gill J. Audibert
Corporate President

Attest: 
Signature and Title Brett J. Audibert
Corporate Secretary

SURETY

Nationwide Mutual Insurance Company (Seal)
Surety's Name and Corporate Seal

By: 
Signature and Title Cathy P. Grace, Attorney-In-Fact
& Mississippi Licensed Agent
(Attach Power of Attorney)

Attest: 
Signature and Title Dawn Simoneaux, Contract Underwriter

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

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.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BRAD M GRACE; CATHY P GRACE;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

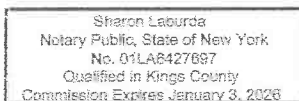


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.




Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 17th day of

November, 2025


Assistant Secretary

SECTION 00 43 36
LIST OF SUBCONTRACTORS

The Contractor shall list Subcontractors, Suppliers, individuals, or entities to be utilized on the Work. The name of the company or individual, the address, the item(s) of Work to be subcontracted, and the value of Work subcontracted shall be provided below. List the Subcontractors Certificate of Responsibility Number if the value of Work is equal to or greater than \$50,000.

NAME: Engineered Solutions
ADDRESS: 4500 Highlands Parkway SE
ITEM(S) OF WORK: Smyrna, GA 30082
VALUE OF WORK: 15%
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

The person to contact for additional information regarding this form:

Brett J. Audibert, Corp. Secretary

(Name)

Corporate Secretary

(Title)

Note: Should additional space be necessary to list all Subcontractors, bidder shall submit multiple copies of this form.

SECTION 00 45 19

**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.

McLeod Park Bulkhead Project -- Phase 1

Title of Project or Subcontract

Gill's Crane & Dozer Service, Inc.

Prime or Subcontractor's Name



Signature/Date

11/17/25

Brett J. Audibert, Corp. Secretary

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

SECTION 00 45 19
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- (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;
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McLeod Park Bulkhead Project – Phase 1
Title of Project or Subcontract

Gill's Crane & Dozer Service, Inc.
Prime or Subcontractor's Name


Signature/Date

11/17/25

Brett J. Audibert, Corp. Secretary

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

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

GILL'S CRANE & DOZER SERVICES, INC.
116 MARLIN DRIVE
SLIDELL, LA 70461

is duly registered and entitled to perform

- 1) BUILDING CONSTRUCTION 2) DEMOLITION
- 3) HEAVY CONSTRUCTION 4) HIGHWAY, STREET AND BRIDGE CONSTRUCTION
- 5) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION

We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 8 day of July, 2025



CERTIFICATE OF RESPONSIBILITY

No. 12433-MC

Expires Jul. 8, 2026

Joel Q. Canell

CHAIRMAN OF THE BOARD

Revised Statutes

TITLE 38 - Public Contracts, Works and Improvements

RS 38:2225 - Preference in letting contracts for public work

Universal Citation: LA Rev Stat § 38:2225

§2225. Preference in letting contracts for public work

A. If a nonresident contractor bidding on public work in the state of Louisiana is domiciled in a state that provides a percentage preference in favor of contractors domiciled in that state over Louisiana resident contractors for the same type of work, then every Louisiana resident contractor shall be granted the same preference over contractors domiciled in the other state favoring contractors domiciled therein whenever the nonresident contractor bids on public work in Louisiana.

B. Any local law, either by legislative act or otherwise, ordinance, or executive order enacted prior to the effective date of this Act, or enacted hereinafter in conflict with this Section, or granting any local contractor or subcontractor preference over other Louisiana resident contractors shall be contrary to the provision of this Section.

C. The Department of Transportation and Development and the office of facility planning and control within the division of administration shall keep on file a list of all states with a bid preference.

D. The provisions and requirements of this Section shall not be waived by any public entity.
Acts 1983, No. 43, §1, eff. June 17, 1983. Acts 1984, No. 894, §2; Acts 2014, No. 759, §1

Gill's Crane & Dozer Service, Inc.



Licensed - Bonded - Insured

Since 1973

116 Marlin Drive

Slidell, Louisiana 70461

504-662-5530

November 3, 2025

Hancock County Board of Supervisors

854 Highway 90

Bay St. Louis, MA 39520

Re: Compliance with Mississippi Employment Protection Act of 2008 and the Illegal Immigration Reform & Immigration Responsibility Act of 1996

Project Name: McLeod Park Bulkhead Project – Phase I

Project Number: NS.18455.006

The purpose of this letter is to inform you that Gill's Crane & Dozer Service, Inc. is in compliance with the Mississippi Employment Protection Act of 2008 as described in Senate Bill 2988 of the 2008 Regular Session of the Mississippi Legislature and the Illegal Immigration Reform & Immigration Responsibility Act of 1996. Our E-Verify registration number is **520765**. Attached, for your review, is a copy of the documentation showing our company's participation in this program and upon request, copies of employee's certifications will be provided as they are kept in the employee's personnel file.

Our company understands if compliance with the above mentioned Acts are not followed the following consequences will occur:

1. Termination of the Contract and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation / termination being made public; or
2. The loss of any license, permit, certification or other document granted to Contractor by agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
3. Both of the above. In the event such termination / cancellation, Contractor (Company) will also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Gill J. Audibert". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Gill J. Audibert

President

GJA/ala

Company ID Number: 520765

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	GILLS CRANE & DOZER SERVICE, INC.
Company Facility Address	19601 CHEF MENTEUR HWY. NEW ORLEANS, LA 70129
Company Alternate Address	116 MARLIN DRIVE SLIDELL, LA 70461
County or Parish	ORLEANS
Employer Identification Number	720832904
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)



Michael Watson
SECRETARY OF STATE

Office of the Secretary of State
Jackson, Mississippi

Certificate of Good Standing

I, MICHAEL WATSON, Secretary of State of the State of Mississippi, and as such, the legal custodian of the records as required by the laws of Mississippi, to be filed in my office, do hereby certify:

That on the 4th day of May, 2000, the State of Mississippi issued a Charter/ Certificate of Authority to:

GILL'S CRANE & DOZER SERVICE, INC.

That the state of incorporation is Louisiana.

That the period of duration is perpetual.

That according to the records of this office, Articles of Dissolution or a Certificate of Withdrawal have not been filed.

That according to the records of this office, a current Annual Report has been delivered to the Office of the Secretary of State.

I further certify that all fees, taxes and penalties owed to this state, as reflected in the records of the Secretary of State, have been paid and that the corporation is in existence or has authority to transact business in Mississippi.

That insofar as the records of this office are concerned, the said GILL'S CRANE & DOZER SERVICE, INC. is in good standing at this time.

Given under my hand and seal of office
the 20th day of June, 2025

Certificate Number: CN25215703

Verify this certificate online at <http://corp.sos.ms.gov/corpcnv/verifycertificate.aspx>

CORPORATE RESOLUTION

A meeting of the Board of Directors of Gill's Crane & Dozer Service, Inc., a corporation organized under the laws of the State of Louisiana and domiciled in the City of New Orleans was held on this 4th day of January, 2025 and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and, after discussion, was unanimously adopted by said quorum:

BE IT RESOLVED, that Gill J. Audibert, President, is hereby authorized to submit bid proposals, sell assets, execute contracts and agreements on behalf of this corporation.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the purchasing agency of the Parish of Orleans, shall have been furnished a copy of said resolution, duly certified.

I, Brett J. Audibert, hereby certify that I am the Secretary of Gill's Crane & Dozer Service, Inc., a corporation created under the laws of the State of Louisiana and domiciled in the City of New Orleans; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the 4th day of January, 2025, as said resolution appears of record in the Official minutes of the Board of Directors in my possession.



Brett J. Audibert,
Corporate Secretary

Louisiana
Corporate Seal

116 Marlin Drive
Slidell, LA 70461

SECTION 00 45 13
PROJECT REFERENCES

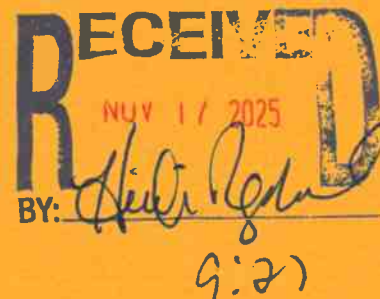
The Contractor shall provide a list of five (5) similar projects that you have completed, with the contract amount, references, and contact information for each (preferably other than Neel-Schaffer projects).

Project #1:	BSL Municipal Harbor		
Location:	Bay St. Louiss, MS	Contract Amount:	\$21,287,083.
Owner:	City of Bay St. Louis		
Contact:	Mayor's Office	Phone No.:	228-466-8951
Engineer:	Brown, Mitchell & Alexander		
Contact:	Dax Alexander	Phone No.:	228-864-7612
Project #2:	Site 4 Multi-Modal Facility		
Location:	Hancock County	Contract Amount:	\$7,384,046.
Owner:	Hancock County Port & Harbor Commission		
Contact:	James Buras	Phone No.:	228-467-9231
Engineer:	Compton Engineering		
Contact:	Robert Escher, P.E.	Phone No.:	228-467-2770
Project #3:	Heritage Park Marina		
Location:	Slidell, LA	Contract Amount:	\$2,686,078.
Owner:	City of Slidell		
Contact:	Blaine Clancy, P.E.	Phone No.:	985-646-4270
Engineer:	G.E.C., Inc.		
Contact:	Michael Hattaway, P.E.	Phone No.:	504-838-6009
Project #4:	Westwego Wharf		
Location:	Westwego, LA	Contract Amount:	\$1,541,294.59
Owner:	City of Westwego		
Contact:	Mayor's Office	Phone No.:	504-341-3424
Engineer:	Aptim, LLC		
Contact:	Gerry Gillen, P.E.	Phone No.:	225-932-2500
Project #5:	Fred Urie Pier Repairs Hurricane Zeta		
Location:	Gulfport, MS	Contract Amount:	\$1,983,440.
Owner:	City of Gulfport		
Contact:	Mayor's Office	Phone No.:	228-868-5700
Engineer:	Covington Civil & Engineering		
Contact:	Bob Escher, P.E.	Phone No.:	228-396-0486

J.E. Borries, Inc.
2816 Front Street
Pascagoula, MS 39567
MS Cert. of Respon. No. 09360-MC

Hancock County Board of Supervisors
854 Hwy 90
Bay St. Louis, MS
39520

Sealed Proposal for: McLeod Park Bulkhead Project - Phase I
To Be Opened: 10:00 a.m. Monday Nov. 17, 2025



SECTION 00 41 43
BID FORM

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

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted for:

McLeod Park Bulkhead Project – Phase 1

1.02 This Bid is submitted to:

*Hancock County Board of Supervisors
854 Highway 90
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:

Stuart Jones

TITLE:

Vice President

TELEPHONE:

(228) 239-6867

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 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 Bidder accepts that Owner has the right to award the contract to the lowest qualified bidder and accept the base bid, combination of base bid and any alternates, or reject all bids, whichever is in the best interest of the 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.

One

Two

Three

Addendum Date

Oct. 24, 2025

Nov. 11, 2025

Nov. 12, 2025

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 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 anything 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.

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					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
201-A001	CLEARING AND GRUBBING	1	LS	15,000.00	15,000.00
202-A001	REMOVAL OF OBSTRUCTIONS	1	LS	15,000.00	15,000.00
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	250	CY	45.00	11,250.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	500	CY	30.00	15,000.00
211-B001	TOPSOIL, FM, AH	500	CY	50.00	25,000.00
216-A001	SOLID SODDING	350	SY	40.00	14,000.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	70	SY	20.00	1,400.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	150	CY	200.00	30,000.00
620-A001	MOBILIZATION	1	LS	85,000.00	85,000.00
01014	EROSION CONTROL	1	LS	4,000.00	4,000.00
02370	INSTALL METAL SHEET PILE (40' LONG)	300	LF	1,968.00	590,400.00
02300	HELICAL ANCHORS	30	EA	5,490.00	164,700.00
02300	BULKHEAD WALER ASSEMBLY	300	LF	400.00	120,000.00
601-A001	CONCRETE SHEET PILE CAP	17	CY	2,000.00	34,000.00
699-A001	CONSTRUCTION STAKING	1	LS	8,000.00	8,000.00
815-A001	LOOSE RIPRAP, SIZE 100	10	SY	300.00	3,000.00
815-E001	GEOTEXTILE UNDER RIPRAP	10	SY	20.00	200.00
L00018	HANDRAIL, PER PLANS	300	LF	230.00	69,000.00
TOTAL BASE BID:					1,204,950.00

ADDITIVE ALTERNATE No. 1 – Additional 100 LF of Bulkhead + 28 Calendar Days					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	67	CY	45.00	3,015.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	150	CY	30.00	4,500.00
211-B001	TOPSOIL, FM, AH	150	CY	50.00	7,500.00
216-A001	SOLID SODDING	111	SY	40.00	4,440.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	22	SY	20.00	440.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	50	CY	200.00	10,000.00
620-A001	MOBILIZATION	1	LS	30,000.00	30,000.00
01014	EROSION CONTROL	1	LS	1,500.00	1,500.00
02370	INSTALL METAL SHEET PILE (40' LONG)	100	LF	1,968.00	196,800.00
02300	HELICAL ANCHORS	10	EA	5,490.00	54,900.00
02300	BULKHEAD WALER ASSEMBLY	100	LF	400.00	40,000.00
601-A001	CONCRETE SHEET PILE CAP	6	CY	2,000.00	12,000.00
699-A001	CONSTRUCTION STAKING	1	LS	3,000.00	3,000.00
L00018	HANDRAIL, PER PLANS	100	LF	230.00	23,000.00
TOTAL ADDITIVE ALTERNATE No. 1:					391,095.00

ADDITIVE ALTERNATE No. 2 – Additional 50 LF of Bulkhead + 14 Calendar Days					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	33	CY	45.00	1485.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	75	CY	30.00	2250.00
211-B001	TOPSOIL, FM, AH	75	CY	50.00	3750.00
216-A001	SOLID SODDING	56	SY	40.00	2240.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	11	SY	20.00	220.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	22	CY	200.00	4400.00
620-A001	MOBILIZATION	1	LS	15,000.00	15,000.00
01014	EROSION CONTROL	1	LS	1000.00	1,000.00
02370	INSTALL METAL SHEET PILE (40' LONG)	50	LF	1968.00	98400.00
02300	HELICAL ANCHORS	5	Each	5490.00	27,450.00
02300	BULKHEAD WALER ASSEMBLY	50	LF	400.00	20,000.00
601-A001	CONCRETE SHEET PILE CAP	3	CY	2,000.00	6,000.00
699-A001	CONSTRUCTION STAKING	1	LS	2,000.00	2,000.00
L00018	HANDRAIL, PER PLANS	50	LF	230.00	11,500.00
TOTAL ADDITIVE ALTERNATE No. 2:					195,695.00

ADDITIVE ALTERNATE No. 3 – Additional 25 LF of Bulkhead + 7 Calendar Days					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	17	CY	45.00	765.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	38	CY	30.00	1140.00
211-B001	TOPSOIL, FM, AH	38	CY	50.00	1900.00
216-A001	SOLID SODDING	28	SY	40.00	1120.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	6	SY	20.00	120.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	11	CY	200.00	2200.00
620-A001	MOBILIZATION	1	LS	8,000.00	8,000.00
01014	EROSION CONTROL	1	LS	1,000.00	1,000.00
02370	INSTALL METAL SHEET PILE (40' LONG)	25	LF	1968.00	49,200.00
02300	HELICAL ANCHORS	3	Each	5490.00	16,470.00
02300	BULKHEAD WALER ASSEMBLY	25	LF	400.00	10,000.00
601-A001	CONCRETE SHEET PILE CAP	1	CY	2,000.00	2,000.00
699-A001	CONSTRUCTION STAKING	1	LS	2,000.00	2,000.00
L00018	HANDRAIL, PER PLANS	25	LF	230.00	5,750.00
TOTAL ADDITIVE ALTERNATE No. 3:					101,665.00

ADDITIVE ALTERNATE No. 4 – Additional 25 LF of Bulkhead + 7 Calendar Days

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	17	CY	45.00	765.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	38	CY	30.00	1,140.00
211-B001	TOPSOIL, FM, AH	38	CY	50.00	1,900.00
216-A001	SOLID SODDING	28	SY	40.00	1,120.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	6	SY	20.00	120.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	11	CY	200.00	2,200.00
620-A001	MOBILIZATION	1	LS	8,000.00	8,000.00
01014	EROSION CONTROL	1	LS	1,000.00	1,000.00
02370	INSTALL METAL SHEET PILE (40' LONG)	25	LF	1,968.00	49,200.00
02300	HELICAL ANCHORS	3	Each	5,490.00	16,470.00
02300	BULKHEAD WALER ASSEMBLY	25	LF	400.00	10,000.00
601-A001	CONCRETE SHEET PILE CAP	1	CY	2,000.00	2,000.00
699-A001	CONSTRUCTION STAKING	1	LS	2,000.00	2,000.00
L00018	HANDRAIL, PER PLANS	25	LF	230.00	5,750.00
TOTAL ADDITIVE ALTERNATE No. 4:					\$101,665.00

NOTE TO BIDDERS

The following Bid Schedule Tabulation will be used to read the Bids aloud:

Base Bid	\$ 1,204,950.00
Additive Alternate No. 1	\$ 391,095.00
Additive Alternate No. 2	\$ 195,695.00
Additive Alternate No. 3	\$ 101,665.00
Additive Alternate No. 4	\$ 101,665.00

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 substantially complete within 75 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 calendar 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 00 41 43.

- B. List of Subcontractors
- C. Signed Section 00 45 19- Certification Regarding Debarment, Suspension, Non-Collusion and Other Responsibility Matters
- D. Required bidders current certificate of responsibility issued by the state of Mississippi
- E. If the bidder is a non-resident contractor, a copy of the bidder's current state bidder preference law pertaining to that states treatment of non-resident contractors pursuant to Miss. Code Ann. 8 31-3-21(3) or a statement on letterhead and signed by the same person who signs the bid form stating that no preference laws exist in that state.
- F. E-Verify Compliance Letter and screenshot
- G. Official Secretary of State's Letter of Good Standings with the State of Mississippi
- H. Corporate Minutes or other document showing authority to sign Bid Form

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:

J.E. Borries, Inc.

Headquarters Address: 2816 Front Street
Street
Pascagoula MS 39567
City State Zip
(228) 239-6867 (228) 826-2251
Phone Fax
jeborries@gmail.com
Email

Local Mailing Address (if different than above):

Street

City State Zip

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

J.E. Borries, Inc. 2816 Front Street
Name Street or P.O. Box
Pascagoula MS 39567
City State Zip
Attention: Stuart Jones Vice President
Name Title

Submitted on Nov. 17, 20 25

State Contractor License No. 09360-MC (If applicable)

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): _____

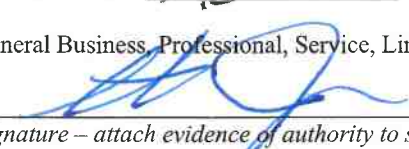
Address: _____

A Corporation

Corporation Name: JE Borries, Inc. (SEAL)

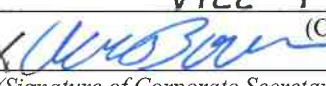
State of Incorporation: MS

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

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

Name (typed or printed): Stuart Jones

Title: Vice President
(CORPORATE SEAL)

Attest: X 
(Signature of Corporate Secretary) Clancy Borries, Secretary

Date of Qualification to do business in MS [State Where Project is Located] is
12 \ 22 \ 92

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)

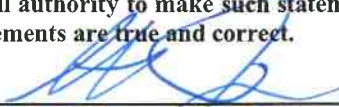
By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

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: X 

Title: Stuart Jones, Vice President (Corporate Seal)

NOTARY PUBLIC:

Subscribe and sworn to before me this 17th day of Nov., 2025

Notary Public – State of Mississippi

My Commission expires 12/20/2025 (Notary Seal).



SECTION 00 43 13
BID BOND

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

BIDDER (Name and Address):

J. E. Borries, Inc.
2816 Front Street
Pascagoula, MS 39567

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

Merchants Bonding Company (Mutual)
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: November 17th, 2025
Project: McLeod Park Bulkhead Project – Phase 1

BOND

Bond Number: n/a
Date (Not later than Bid due date): November 17, 2025

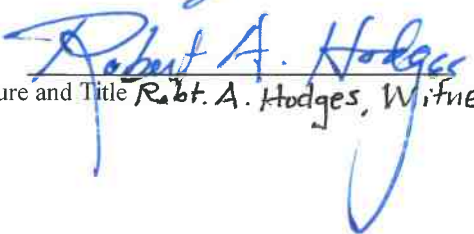
Penal sum	<u>Five Percent of the Amount Bid</u>	<u>5%</u>
	(Words)	(Figures)

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

J. E. Borries, Inc. (Seal)
Bidder's Name and Corporate Seal

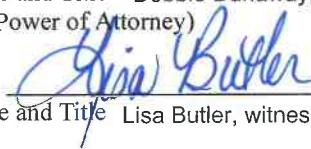
By: 
Signature and Title Stuart Lones, V. Pres.

Attest: 
Signature and Title Robt. A. Hodges, Witness

SURETY

Merchants Bonding Company (Mutual) (Seal)
Surety's Name and Corporate Seal

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

Attest: 
Signature and Title Lisa Butler, witness

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

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.

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, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Charlotte Ramsey; Chris Boone; David R Fortenberry; Debbie Dunaway; Dewey B Mason; James Eley Brashier; Jennifer Roberts; Joey Beattie; Julie C Livingston; Kathleen Scarborough; Kimberly B Barhum; Lisa R Butler; Mary J Norval; Patrick Thomas Mason; Sharon L Tuten; Susan Skrmetta; 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 By-Laws adopted by the Board of Directors of the Companies.

"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 authority 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 2nd day of June, 2025



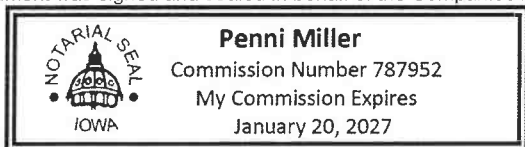
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, 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), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; 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.



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

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY 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 November, 2025.



Secretary

SECTION 00 43 36
LIST OF SUBCONTRACTORS

The Contractor shall list Subcontractors, Suppliers, individuals, or entities to be utilized on the Work. The name of the company or individual, the address, the item(s) of Work to be subcontracted, and the value of Work subcontracted shall be provided below. List the Subcontractors Certificate of Responsibility Number if the value of Work is equal to or greater than \$50,000.

NAME: None Applicable
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

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ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

The person to contact for additional information regarding this form:


(Name)

Stuart Jones Vice President
(Title)

Note: Should additional space be necessary to list all Subcontractors, bidder shall submit multiple copies of this form.

SECTION 00 45 13
PROJECT REFERENCES

The Contractor shall provide a list of five (5) similar projects that you have completed, with the contract amount, references, and contact information for each (preferably other than Neel-Schaffer projects).

Project #1: Omega Shipyard - Replace Sheet Pile & Helical
Location: Mass Point, MS Tiebacks & Dredge Berth Contract Amount: 1,600,000
Owner: Omega Protien
Contact: Alan Stewart Phone No.: (228) 627-7128
Engineer: P.E.I. Mobile, Al. Mike Shirley P.E.
Contact: Mike Shirley, P.E. Phone No.: 251-338-6700 Ext 155
251-604-7915 Cell

Project #2: Chicot Bayou Dredge, Bulkhead Repair, and Debris Removal
Location: Pascagoula Ms. Contract Amount: 4,400,000.
Owner: Jackson County Board of Supervisors
Contact: Matthew Hosey Phone No.: (228) 769-3088
Engineer: Michael Baker International
Contact: Jeff May, P.E. Phone No.: (228) 818-2839

Project #3: Halter Marine Bulkhead Improvements - Sheetpile & Tiebacks
Location: Pascagoula - Bayou Asotie MS Contract Amount: 18,000,000
Owner: Jackson County Board of Supervisors
Contact: Matthew Hosey Phone No.: (228) 769-3088
Engineer: Compton Engineering
Contact: James Hightower, Joey Ruggs Phone No.: (228) 696-2649
(228) 355-0491

Project #4: Devil Elbow Improvements
Location: Diamondhead, Ms. Contract Amount: 300,000
Owner: City of Diamondhead, MS
Contact: Jeanie Klien, Admin Phone No.: (228) 222-4826
Engineer: Chiniche Engineering
Contact: Jason Chiniche Phone No.: (228) 467-6755

Project #5: New Stone Unloading Bulkhead
Location: Mass Point, MS Contract Amount: 762,000
Owner: Warren Paving Inc.
Contact: Steven Warren Phone No.: (228) 896-8003
Engineer: Lyle-Storer Engineers
Contact: Mike Shirley, P.E. Phone No.: (251) 338-6700 Ext 155

SECTION 00 45 19

**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.

McLeod Park Bulkhead Project – Phase I
Title of Project or Subcontract

J.E. Borries, Inc.
Prime or Subcontractor's Name


Stuart Jones, V. Pres. Signature/Date

Nov. 17, 2025

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

SECTION 00 45 19

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
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- (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;
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- (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.

McLeod Park Bulkhead Project – Phase 1

Title of Project or Subcontract

J.E. Borries, Inc.

Prime or Subcontractor's Name


Stuart Jones, V. Pres

Signature/Date

Nov. 17, 2025

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

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

J.E. BORRIES INC
2816 FRONT STREET
PASCAGOULA, MS 39567

is duly registered and entitled to perform

- 1) BUILDING CONSTRUCTION
- 2) CLEARING, GRUBBING, SNAGGING
- 3) CONCRETE
- 4) DAMS, RESERVOIRS, FLOOD CONTROL WORK
- 5) DREDGING
- 6) HYDROBLASTING & SANDBLASTING
- 7) LEVEES
- 8) MARINE CONSTRUCTION
- 9) PILE DRIVING

We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 2 day of May, 2025



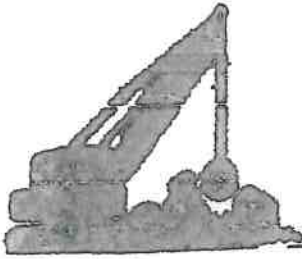
CERTIFICATE OF RESPONSIBILITY

No. 09360-MC

Expires May. 2, 2026

Joel Q. Canell

CHAIRMAN OF THE BOARD



J.E. BORRIES, INC.
10701 HWY 97
WILLOWDALE, MS 39206
PHONE (601) 835-4847
FAX (601) 835-4848
E-MAIL: jeborries@borries.com

**E-VERIFY AND MISSISSIPPI FIRST ACT
CERTIFICATION LETTER**

Date Nov. 17, 2025

TO: Hancock County Board of Supervisors
854 Hwy 90
Bay St. Louis, MS. 39520

RE: Compliance with Mississippi Employment Protection Act of 2008 and the United States
Illegal Immigration Reform and Immigration Responsibility Act of 1996 (E-Verify);
Compliance with the Mississippi First Act

Project Name McLeod Park Bulkhead Project Phase I
Project Number MS. 18455.006

The purpose of this letter is to inform you that J.E. Borries Inc.
_____ is in compliance with the Mississippi Employment Protection Act of 2008
as described in Senate Bill 2983 of the 2008 Regular Session of the Mississippi Legislature and
the United States Illegal Immigration Reform and Immigration Responsibility Act of 1996. Our
E-verify registration number is 343910.

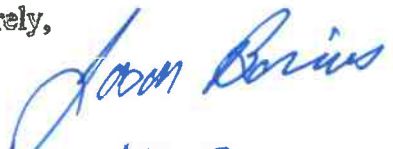
If awarded a contract for this project, we certify that we will comply with the provisions of the
Mississippi First Act (Miss. Code Annotated §31-5-37).

Attached, for your review, is a copy of the documentation showing our companies
participation in the E-Verify program and upon request, copies of employee's certifications will
be provided as they are kept in the employee's personnel file.

Our company understands if compliance with the above-mentioned Acts are not followed
consequences may occur as contemplated in those Acts.

Should you have any questions, please do not hesitate to contact me.

Sincerely,


President of J.E. Borries, Inc.

5:37

LTE

everify.uscis.gov



Menu

My Company Account

My Company Profile

Company Information

Company Name

J.E. Borries Inc.

Doing Business As (DBA)

Company ID

343910

Enrollment Date

Jul 15, 2010

Employer ID Number

640822698

Unique Entity Identifier (UEI)

DUNS Number

861304921

P.O. BOX 1223
JACKSON, MISSISSIPPI 39215-1223

CERTIFICATE OF REGISTRATION

08/13/83

J E BOKKIES INC
225 FOREST AVENUE
JACKSON MS 39206

ACCOUNT NUMBER

307257250

30-07567-0-00

DEAR EMPLOYER:

PLEASE ADVISE THAT YOU HAVE BEEN REGISTERED IN THE STATE OF THE MISSISSIPPI EMPLOYMENT SECURITY COMMISSION AS AN EMPLOYER UNDER THE PROVISIONS OF THE MISSISSIPPI EMPLOYMENT SECURITY LAW, MISSISSIPPI CODE OF 1972, SECTION 71-6-1, ET SEQ., AS AMENDED.

THE ACCOUNT NUMBER SHOWN ABOVE HAS BEEN ASSIGNED TO YOU AND SHOULD BE REFERRED TO ON ALL CORRESPONDENCE RELATING YOUR ACCOUNT.

AS A LIABLE EMPLOYER YOU ARE REQUIRED TO:

1. PAY CONTRIBUTIONS (TAXES) EACH QUARTER AS SO DETERMINED. CONTRIBUTIONS DUE FOR PRIOR QUARTERS MUST BE PAID WITHIN FORTY (40) DAYS FROM THE ABOVE DATE TO AVOID DELINQUENCY.
2. FILE CONTRIBUTION AND WAGE REPORTS EACH QUARTER FOR ALL COVERED EMPLOYERS IN MISSISSIPPI. DETAILED INSTRUCTIONS FOR FILING CONTRIBUTION AND WAGE REPORTS APPEAR ON THE FORMS.

BECAUSE SECTION 71-6-1 OF THE LAW ASSUMES LIABILITY FROM THE FIRST OF THE CALENDAR YEAR IN WHICH SUCH LIABILITY BEGINS, OR FROM THE COMMENCEMENT OF YOUR OPERATION, WHICHEVER THAT CALENDAR YEAR YOU HAVE BEEN FOUND LIABLE FOR REPORTING ON ALL OF YOUR COVERED EMPLOYMENTS AS OF 08/13/83.

THE FORMS YOU NEED FOR REPORTING THE FORMS BETWEEN THE COMMENCEMENT OF YOUR LIABILITY AND THE COMPLETION OF THE LAST CALENDAR QUARTER ARE BEING MAILED UNDER SEPARATE COVER. IF REPORTS HAVE PREVIOUSLY BEEN SUBMITTED, PLEASE REURGENT THESE FORMS. HEREAFTER, REPORTING FORMS WILL BE MAILED TO YOU AT THE CLOSE OF EACH CALENDAR QUARTER.

NOTE: IF YOU WOULD LIKE TO REQUEST MORE DATA ON YOUR EMPLOYMENT BY MAILING TAPES OR DISKETTES, PLEASE CALL THE MISSISSIPPI EMPLOYMENT SECURITY COMMISSION.

IF THE MISSISSIPPI EMPLOYMENT SECURITY COMMISSION MAY BE OF ANY FURTHER ASSISTANCE IN AIDING YOU TO COMPLY WITH THE LAW, PLEASE CONTACT THE FIELD REPRESENTATIVE AT THE OFFICE NEAREST YOU. A LIST OF FIELD REPRESENTATIVES AND COMMUNICATIONS ADDRESS IS PRINTED ON THE REVERSE FOR YOUR INFORMATION.

Sincerely,

[Signature]
CLARENCE, CHIEF
CONTRIBUTIONS AND STATUS



Michael Watson
SECRETARY OF STATE

Office of the Secretary of State
Jackson, Mississippi

Certificate of Good Standing

I, MICHAEL WATSON, Secretary of State of the State of Mississippi, and as such, the legal custodian of the records as required by the laws of Mississippi, to be filed in my office, do hereby certify:

That on the 22nd day of December, 1992, the State of Mississippi issued a Charter/Certificate of Authority to:

J.E. BORRIES INC.

That the state of incorporation is Mississippi.

That the period of duration is perpetual.

That according to the records of this office, Articles of Dissolution or a Certificate of Withdrawal have not been filed.

That according to the records of this office, a current Annual Report has been delivered to the Office of the Secretary of State.

I further certify that all fees, taxes and penalties owed to this state, as reflected in the records of the Secretary of State, have been paid and that the corporation is in existence or has authority to transact business in Mississippi.

That insofar as the records of this office are concerned, the said J.E. BORRIES INC. is in good standing at this time.

Given under my hand and seal of office
the 19th day of March, 2025

Certificate Number: CN25209013

Verify this certificate online at <http://corp.sos.ms.gov/corpconv/verifycertificate.aspx>

RESOLUTION

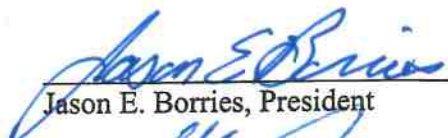
WHEREAS, by prior Resolution dated September 12, 2024, Jason E. Borries, as President of J.E. Borries, Inc., previously appointed himself as acting Secretary on behalf of J.E. Borries, Inc.; and

WHEREAS, it is the desire of Jason E. Borries, as President of J.E. Borries, Inc., to appoint Stuart Jones as Vice-President, and

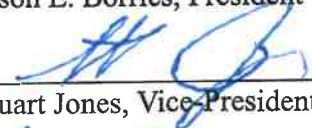
WHEREAS, it is also the desire of Jason E. Borries, as President of J.E. Borries, Inc., to appoint Clancy Borries as Secretary/Treasurer;

THEREFORE, BE IT RESOLVED that the Corporation through President Jason E. Borries hereby appoints Stuart Jones as Vice-President of J.E. Borries, Inc., and that Clancy Borries be appointed Secretary/Treasurer of J.E. Borries, Inc.

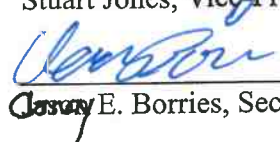
This Resolution was adopted this the 7th day of FEBRUARY, 2024.



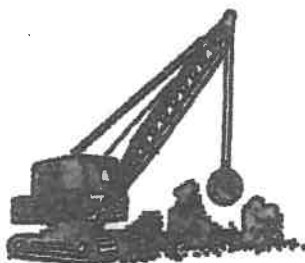
Jason E. Borries, President



Stuart Jones, Vice-President



Clancy E. Borries, Secretary



March 18 , 2025

J.E.BORRIES, INC.

2816 FRONT STREET

PASCAGOULA, MS 39567

PHONE:(228) 239-6867

(228) 219-3812

jeborries@gmail.com

Qualifications & Certifications -

J.E. Borries Inc. has been engaged in the Business of Marine Construction , Pile Driving , Dredging , Port Construction , and General Construction on the Mississippi Gulf Coast for over 32 years. Our firm has constructed Concrete Sheet Pile Bulkheads both Residential and Commercial , to name a few : the City of Pascagoula Riverfront near Front Street , U.S. Coast Base Boat Basin At Dauphin Island , Graham Shipyard Launching Ways at Bayou LaBatre , And over 300L.F. of the S.E. Bulkhead at Long Beach Harbor . Our firm has Experience with Drilled Tieback Anchors , we utilized the Chance Helical Anchors at Gulf Coast Research Lab (USM) in Ocean Springs for Andy Douglass, P.E. (Neel-Schaffer) and installed 45 – 90Ft. Helical Tiebacks for Mike Shirely , P.E. (P.E.I.) at Omega Shipyard Drydock in Moss Point using the Pileworks Design & Fabricated System . Our crews also have poured various concrete caps on walls , one for the Jackson Port Authority was 9' X 4' X nearly 2,000L.F. on a Triple -Step Steel Sheet Pile Wall for a 42' Deep Drydock Basin .

For this Project we can allocate a Crawler Crane for Sheet Installation , a Spud Barge , Cargo Barges as Needed , a Long Stick Trackhoe , Jet Pump ,

Shipyards .We also have Marine Staging Yards with Moorings in Gulfport on the Industrial Seaway and in Biloxi on the Back Bay .

Our Bonding is provided by A.J. Gallagher Companies , formerly The Insurance Center and BanCorpSouth , we have dealt with them for all years since our incorporation in 1992 . Our Agent is Debbie Dunaway in their Biloxi offices . They have provided us with Bid Bonds for over \$35 Million project Cost and Final Bonds which Exceeded \$18 Million on a Single Project which we performed for Jackson County Port Authority .

Our Banking is provided by Merchants & Marine Bank in Gautier & Pascagoula .

Our Company has a Certificate of Responsibility from the Mississippi State Board of Contractors which is attached and displays the disciplines for which we perform . Any subcontractor which we would utilize on our projects is an extension of our company and they shall be duly licensed and insured as expected . J.E. Borries Inc. maintains U.S.L.& H. Insurance for Federal Exposure Requirements , on certain projects we are required by Contract Documents to provide Installation Floater or Builders Risk Insurance as well as General & Automobile Liability Coverage .

J. E. Borries Inc.



Jason Borries , President

SECTION 00 41 43
BID FORM

COPY

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

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted for:

McLeod Park Bulkhead Project – Phase 1

1.02 This Bid is submitted to:

*Hancock County Board of Supervisors
854 Highway 90
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: Stuart Jones
TITLE: Vice President
TELEPHONE: (228) 239-6867

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 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 Bidder accepts that Owner has the right to award the contract to the lowest qualified bidder and accept the base bid, combination of base bid and any alternates, or reject all bids, whichever is in the best interest of the 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.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>One</u>	<u>Oct. 24, 2025</u>
<u>Two</u>	<u>Nov. 11, 2025</u>
<u>Three</u>	<u>Nov. 12, 2025</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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 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 anything 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.

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					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
201-A001	CLEARING AND GRUBBING	1	LS	15,000.00	15,000.00
202-A001	REMOVAL OF OBSTRUCTIONS	1	LS	15,000.00	15,000.00
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	250	CY	45.00	11,250.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	500	CY	30.00	15,000.00
211-B001	TOPSOIL, FM, AH	500	CY	50.00	25,000.00
216-A001	SOLID SODDING	350	SY	40.00	14,000.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	70	SY	20.00	1,400.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	150	CY	200.00	30,000.00
620-A001	MOBILIZATION	1	LS	85,000.00	85,000.00
01014	EROSION CONTROL	1	LS	4,000.00	4,000.00
02370	INSTALL METAL SHEET PILE (40' LONG)	300	LF	1,968.00	590,400.00
02300	HELICAL ANCHORS	30	EA	5,490.00	164,700.00
02300	BULKHEAD WALER ASSEMBLY	300	LF	400.00	120,000.00
601-A001	CONCRETE SHEET PILE CAP	17	CY	2,000.00	34,000.00
699-A001	CONSTRUCTION STAKING	1	LS	8,000.00	8,000.00
815-A001	LOOSE RIPRAP, SIZE 100	10	SY	300.00	3,000.00
815-E001	GEOTEXTILE UNDER RIPRAP	10	SY	20.00	200.00
L00018	HANDRAIL, PER PLANS	300	LF	230.00	69,000.00
TOTAL BASE BID:					1,247,950.00

ADDITIVE ALTERNATE No. 1 – Additional 100 LF of Bulkhead + 28 Calendar Days					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	67	CY	45.00	3,015.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	150	CY	30.00	4,500.00
211-B001	TOPSOIL, FM, AH	150	CY	50.00	7,500.00
216-A001	SOLID SODDING	111	SY	40.00	4,440.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	22	SY	20.00	440.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	50	CY	200.00	10,000.00
620-A001	MOBILIZATION	1	LS	30,000.00	30,000.00
01014	EROSION CONTROL	1	LS	1,500.00	1,500.00
02370	INSTALL METAL SHEET PILE (40' LONG)	100	LF	1,968.00	196,800.00
02300	HELICAL ANCHORS	10	EA	5,490.00	54,900.00
02300	BULKHEAD WALER ASSEMBLY	100	LF	400.00	40,000.00
601-A001	CONCRETE SHEET PILE CAP	6	CY	2,000.00	12,000.00
699-A001	CONSTRUCTION STAKING	1	LS	3,000.00	3,000.00
L00018	HANDRAIL, PER PLANS	100	LF	230.00	23,000.00
TOTAL ADDITIVE ALTERNATE No. 1:					391,095.00

ADDITIVE ALTERNATE No. 2 – Additional 50 LF of Bulkhead + 14 Calendar Days					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	33	CY	45.00	1485.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	75	CY	30.00	2250.00
211-B001	TOPSOIL, FM, AH	75	CY	50.00	3750.00
216-A001	SOLID SODDING	56	SY	40.00	2240.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	11	SY	20.00	220.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	22	CY	200.00	4400.00
620-A001	MOBILIZATION	1	LS	15,000.00	15,000.00
01014	EROSION CONTROL	1	LS	1000.00	1,000.00
02370	INSTALL METAL SHEET PILE (40' LONG)	50	LF	1968.00	98400.00
02300	HELICAL ANCHORS	5	Each	5490.00	27,450.00
02300	BULKHEAD WALER ASSEMBLY	50	LF	400.00	20,000.00
601-A001	CONCRETE SHEET PILE CAP	3	CY	2,000.00	6,000.00
699-A001	CONSTRUCTION STAKING	1	LS	2,000.00	2,000.00
L00018	HANDRAIL, PER PLANS	50	LF	230.00	11,500.00
TOTAL ADDITIVE ALTERNATE No. 2:					195,695.00

ADDITIVE ALTERNATE No. 3 – Additional 25 LF of Bulkhead + 7 Calendar Days					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	17	CY	45.00	765.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	38	CY	30.00	1140.00
211-B001	TOPSOIL, FM, AH	38	CY	50.00	1900.00
216-A001	SOLID SODDING	28	SY	40.00	1120.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	6	SY	20.00	120.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	11	CY	200.00	2200.00
620-A001	MOBILIZATION	1	LS	8,000.00	8,000.00
01014	EROSION CONTROL	1	LS	1000.00	1,000.00
02370	INSTALL METAL SHEET PILE (40' LONG)	25	LF	1968.00	49200.00
02300	HELICAL ANCHORS	3	Each	5490.00	16,470.00
02300	BULKHEAD WALER ASSEMBLY	25	LF	400.00	10,000.00
601-A001	CONCRETE SHEET PILE CAP	1	CY	2,000.00	2,000.00
699-A001	CONSTRUCTION STAKING	1	LS	2,000.00	2,000.00
L00018	HANDRAIL, PER PLANS	25	LF	230.00	5750.00
TOTAL ADDITIVE ALTERNATE No. 3:					101,665.00

ADDITIVE ALTERNATE No. 4 – Additional 25 LF of Bulkhead + 7 Calendar Days					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	17	CY	45.00	765.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	38	CY	30.00	1,140.00
211-B001	TOPSOIL, FM, AH	38	CY	50.00	1,900.00
216-A001	SOLID SODDING	28	SY	40.00	1,120.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	6	SY	20.00	120.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	11	CY	200.00	2,200.00
620-A001	MOBILIZATION	1	LS	8,000.00	8,000.00
01014	EROSION CONTROL	1	LS	1,000.00	1,000.00
02370	INSTALL METAL SHEET PILE (40' LONG)	25	LF	1,968.00	49,200.00
02300	HELICAL ANCHORS	3	Each	5,490.00	16,470.00
02300	BULKHEAD WALER ASSEMBLY	25	LF	400.00	10,000.00
601-A001	CONCRETE SHEET PILE CAP	1	CY	2,000.00	2,000.00
699-A001	CONSTRUCTION STAKING	1	LS	2,000.00	2,000.00
L00018	HANDRAIL, PER PLANS	25	LF	230.00	5,750.00
TOTAL ADDITIVE ALTERNATE No. 4:					101,665.00

NOTE TO BIDDERS

The following **Bid Schedule Tabulation** will be used to read the Bids aloud:

Base Bid	\$ 1,204,950.00
Additive Alternate No. 1	\$ 391,095.00
Additive Alternate No. 2	\$ 195,695.00
Additive Alternate No. 3	\$ 101,665.00
Additive Alternate No. 4	\$ 101,665.00

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 substantially complete within 75 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 calendar 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 00 41 43.

- B. List of Subcontractors
- C. Signed Section 00 45 19- Certification Regarding Debarment, Suspension, Non-Collusion and Other Responsibility Matters
- D. Required bidders current certificate of responsibility issued by the state of Mississippi
- E. If the bidder is a non-resident contractor, a copy of the bidder's current state bidder preference law pertaining to that states treatment of non-resident contractors pursuant to Miss. Code Ann. 8 31-3-21(3) or a statement on letterhead and signed by the same person who signs the bid form stating that no preference laws exist in that state.
- F. E-Verify Compliance Letter and screenshot
- G. Official Secretary of State's Letter of Good Standings with the State of Mississippi
- H. Corporate Minutes or other document showing authority to sign Bid Form

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:

J.E. Borries, Inc.

Headquarters Address: 2816 Front Street
Street
Pascagoula MS 39567
City State Zip
(228) 239-6867 (228) 826-2251
Phone Fax
jeborries@gmail.com
Email

Local Mailing Address (if different than above):

Street

City State Zip

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

J.E. Borries, Inc. 2816 Front Street
Name Street or P.O. Box
Pascagoula MS 39567
City State Zip
Attention: Stuart Jones Vice President
Name Title

Submitted on Nov. 17, 2025

State Contractor License No. 09360-MC (If applicable)

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: JE Borries, Inc. (SEAL)
State of Incorporation: MS
Type (General Business, Professional, Service, Limited Liability): General Business - Construction
By: X [Signature]
(Signature – attach evidence of authority to sign)
Name (typed or printed): Stuart Jones
Title: Vice President
(CORPORATE SEAL)
Attest: X [Signature]
(Signature of Corporate Secretary) Clancy Borries, Secretary
Date of Qualification to do business in MS [State Where Project is Located] is
12 22 92

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: X

Title: Stuart Jones, Vice President (Corporate Seal)

NOTARY PUBLIC:

Subscribe and sworn to before me this 17th day of Nov, 2025

Notary Public – State of Mississippi

My Commission expires 12/20/2025 (Notary Seal)



SECTION 00 43 13
BID BOND

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

BIDDER (Name and Address):

J. E. Borries, Inc.
2816 Front Street
Pascagoula, MS 39567

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

Merchants Bonding Company (Mutual)
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: November 17th, 2025
Project: McLeod Park Bulkhead Project – Phase 1

BOND

Bond Number: n/a
Date (Not later than Bid due date): November 17, 2025

Penal sum	<u>Five Percent of the Amount Bid</u>	<u>5%</u>
	(Words)	(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

J. E. Borries, Inc. (Seal)
Bidder's Name and Corporate Seal

By: [Signature]
Signature and Title Stuart Jones, V. Pres.

Attest: [Signature]
Signature and Title Robt. A. Hodges, Witness

SURETY

Merchants Bonding Company (Mutual) (Seal)
Surety's Name and Corporate Seal

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

Attest: [Signature]
Signature and Title Lisa Butler, witness

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

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.

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, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Charlotte Ramsey; Chris Boone; David R Fortenberry; Debbie Dunaway; Dewey B Mason; James Eley Brashier; Jennifer Roberts; Joey Beattie; Julie C Livingston; Kathleen Scarborough; Kimberly B Barhum; Lisa R Butler; Mary J Norval; Patrick Thomas Mason; Sharon L Tuten; Susan Skrmetta; 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 By-Laws adopted by the Board of Directors of the Companies.

"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 authority 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 2nd day of June, 2025



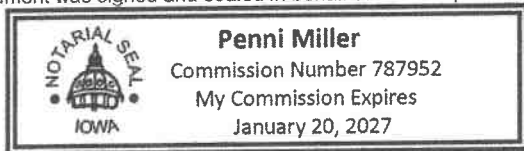
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, 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), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; 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.



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

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY 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 November, 2025.



Secretary

SECTION 00 43 36
LIST OF SUBCONTRACTORS

The Contractor shall list Subcontractors, Suppliers, individuals, or entities to be utilized on the Work. The name of the company or individual, the address, the item(s) of Work to be subcontracted, and the value of Work subcontracted shall be provided below. List the Subcontractors Certificate of Responsibility Number if the value of Work is equal to or greater than \$50,000.

NAME: None Applicable
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

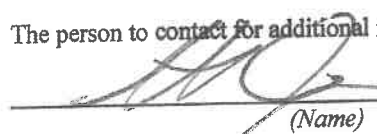
NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

The person to contact for additional information regarding this form:


(Name)

Stuart Jones Vice President
(Title)

Note: Should additional space be necessary to list all Subcontractors, bidder shall submit multiple copies of this form.

SECTION 00 45 13 PROJECT REFERENCES

The Contractor shall provide a list of five (5) similar projects that you have completed, with the contract amount, references, and contact information for each (preferably other than Neel-Schaffer projects).

- Project #1: Omega Shipyard - Replace Sheet Pile & Helical
 Location: Mass Point, MS Tiebacks & Drydock Berth Contract Amount: 1,200,000
 Owner: Omega Protien
 Contact: Alan Stewart Phone No.: (228) 627-7128
 Engineer: P.E. Mobile Al. Mike Shirley P.E.
 Contact: Mike Shirley, P.E. Phone No.: 251-338-6700 Ext 155
251-604-7915 Cell
- Project #2: Chicot Bayou Dredge, Bulkhead Repair, and Debris Removal
 Location: Pascagoula Ms. Contract Amount: 4,400,000.
 Owner: Jackson County Board of Supervisors
 Contact: Matthew Hosey Phone No.: (228) 769-3088
 Engineer: Michael Baker International
 Contact: Jeff May, P.E. Phone No.: (228) 818-2839
- Project #3: Halter Marine Bulkhead Improvements - Sheetpile & Tiebacks
 Location: Pascagoula - Bayou Asotie MS Contract Amount: 18,000,000
 Owner: Jackson County Board of Supervisors
 Contact: Matthew Hosey Phone No.: (228) 769-3088
 Engineer: Compton Engineering
 Contact: James Hightower, Joey Rugg Phone No.: (228) 696-2649
(228) 355-0491
- Project #4: Devil Elbow Improvements
 Location: Diamondhead, Ms. Contract Amount: 300,000
 Owner: City of Diamondhead, MS
 Contact: Jeanie Klien, Admin Phone No.: (228) 222-4826
 Engineer: Chiniche Engineering
 Contact: Jason Chiniche Phone No.: (228) 467-6755
- Project #5: New Stone Unloading Bulkhead
 Location: Mass Point, MS Contract Amount: 762,000
 Owner: Warren Paving Inc.
 Contact: Steven Warren Phone No.: (228) 896-8003
 Engineer: Lyle-Storer Engineers
 Contact: Mike Shirley, P.E. Phone No.: (251) 338-6700 Ext 155

SECTION 00 45 19

**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.

McLeod Park Bulkhead Project – Phase 1
Title of Project or Subcontract

J.E. Borries, Inc.
Prime or Subcontractor's Name

Stuart Jones, V. Pres. Signature/Date

Nov. 17, 2025

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

SECTION 00 45 19

**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.

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- (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.

McLeod Park Bulkhead Project -- Phase 1

Title of Project or Subcontract

J.F. Barries, Inc.
Prime or Subcontractor's Name


Stuart Jones, V. Pres

Nov. 17, 2025
Signature/Date

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

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

J.E. BORRIES INC
2816 FRONT STREET
PASCAGOULA, MS 39567

is duly registered and entitled to perform

- 1) BUILDING CONSTRUCTION 2) CLEARING, GRUBBING, SNAGGING
3) CONCRETE 4) DAMS, RESERVOIRS, FLOOD CONTROL WORK
5) DREDGING 6) HYDROBLASTING & SANDBLASTING
7) LEVEES 8) MARINE CONSTRUCTION
9) PILE DRIVING

We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 2 day of May, 2025



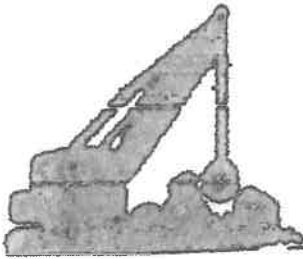
CERTIFICATE OF RESPONSIBILITY

No. 09360-MC

Expires May. 2, 2026

Paul A. Canell

CHAIRMAN OF THE BOARD



J.E. Borries, Inc.
TOTAL MGMT. OF
CONSTRUCTION, MS. 39520
PHONE (601) 885-4047
FAX (601) 885-4048
E-mail: jeborries@borries.com

**E-VERIFY AND MISSISSIPPI FIRST ACT
CERTIFICATION LETTER**

Date Nov. 17, 2025

TO: Hancock County Board of Supervisors
854 Hwy 90
Bay St. Louis, MS. 39520

RE: Compliance with Mississippi Employment Protection Act of 2008 and the United States
Illegal Immigration Reform and Immigration Responsibility Act of 1996 (E-Verify);
Compliance with the Mississippi First Act

Project Name McLeod Park Bulkhead Project Phase I
Project Number MS. 18455.006

The purpose of this letter is to inform you that J.E. Borries Inc.
is in compliance with the Mississippi Employment Protection Act of 2008
as described in Senate Bill 2988 of the 2008 Regular Session of the Mississippi Legislature and
the United States Illegal Immigration Reform and Immigration Responsibility Act of 1996. Our
E-verify registration number is 343910.

If awarded a contract for this project, we certify that we will comply with the provisions of the
Mississippi First Act (Miss. Code Annotated §31-5-37).

Attached, for your review, is a copy of the documentation showing our companies
participation in the E-Verify program and upon request, copies of employee's certifications will
be provided as they are kept in the employee's personnel file.

Our company understands if compliance with the above-mentioned Acts are not followed
consequences may occur as contemplated in those Acts.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

President of J.E. Borries, Inc.

5:37

LTE

everify.uscis.gov

EVerify

Menu ☰

My Company Account

My Company Profile

Company Information

Company Name

J.E. Borries Inc.

Doing Business As (DBA)

Company ID

343910

Enrollment Date

Jul 15, 2010

Employer ID Number

640822698

Unique Entity Identifier (UEI)

DUNS Number

861304921

CERTIFICATE OF REGISTRATION

0012103

J F BORDERS INC
225 FOREST AVENUE
ELGIN IL 60120

ACCOUNT NUMBER

2507257200

30-07567-0-00

DEAR EMPLOYER:

WE CERTIFY THAT YOU HAVE BEEN REGISTERED IN THE OFFICE OF THE MASSACHUSETTS EMPLOYMENT SECURITY COMMISSION AS AN EMPLOYER UNDER THE PROVISIONS OF THE MASSACHUSETTS EMPLOYMENT SECURITY LAW, MASSACHUSETTS OF TITLE SECTION 71-41, ET SEQ. AS ALLEGED.

THE ACCOUNT NUMBER SHOWN ABOVE HAS BEEN ALLEGED TO YOU AND SHOULD BE REFERRED TO ON ALL CORRESPONDENCE RELATING TO YOUR ACCOUNT.

AS A LIABLE EMPLOYER YOU ARE REQUIRED TO:

1. PAY CONTRIBUTIONS (TAXES) EACH QUARTER AS SO DETERMINED. CONTRIBUTIONS DUE FOR PRIOR QUARTERS MUST BE PAID WITHIN 15 DAYS FROM THE ABOVE DATE TO AVOID PENALTY CHARGES.
2. FILE CONTRIBUTION AND WAGE REPORTS EACH QUARTER FOR ALL COVERED EMPLOYMENT IN MASSACHUSETTS. (SEE INSTRUCTIONS FOR FILING CONTRIBUTIONS AND WAGE REPORTS ATTACHED ON THE FORMS.)

BECAUSE SECTION 71-41A OF THE LAW ASSIGNS LIABILITY FROM THE FIRST OF THE CALENDAR YEAR IN WHICH SUCH LIABILITY BEGINS OR FROM THE COMMENCEMENT OF YOUR DEPENDENT ENTITY THAT CALENDAR YEAR, YOU HAVE BEEN FOUND LIABLE FOR REPORTING ON ALL OF YOUR COVERED EMPLOYMENT AS OF 12/31/81.

THE FORMS YOU NEED FOR REPORTING THE PERIOD BETWEEN THE COMMENCEMENT OF YOUR LIABILITY AND THE COMPLETION OF THE LAST CALENDAR YEAR ARE BEING MAILED TO YOU SEPARATELY. IF REPORTS HAVE PREVIOUSLY BEEN SUBMITTED, PLEASE REEXAMINE THESE FORMS. HEREAFTER, REPORTING FORMS WILL BE MAILED TO YOU AT THE END OF EACH CALENDAR QUARTER.

NOTE: IF YOU SHOULD LIKE TO STOP PAYING TAXES ON YOUR EMPLOYMENT IN MASSACHUSETTS, YOU MUST FILE A STATEMENT WITH THE COMMISSION BY THE END OF THE CALENDAR YEAR 1981.

IF THE MASSACHUSETTS EMPLOYMENT SECURITY COMMISSION MAY BE OF ANY FURTHER ASSISTANCE IN ASSISTING YOU TO COMPLY WITH THE LAW, PLEASE CONTACT THE FIELD REPRESENTATIVE AT THE OFFICE NEAREST YOU. A LIST OF FIELD REPRESENTATIVES AND CORRESPONDING ADDRESSES IS PRINTED ON THE REVERSE FOR YOUR INFORMATION.

Sincerely,


E. J. Carson, CSE
COMMISSIONER AND STATE



Michael Watson
SECRETARY OF STATE

Office of the Secretary of State
Jackson, Mississippi

Certificate of Good Standing

I, MICHAEL WATSON, Secretary of State of the State of Mississippi, and as such, the legal custodian of the records as required by the laws of Mississippi, to be filed in my office, do hereby certify:

That on the 22nd day of December, 1992, the State of Mississippi issued a Charter/Certificate of Authority to:

J.E. BORRIES INC.

That the state of incorporation is Mississippi.

That the period of duration is perpetual.

That according to the records of this office, Articles of Dissolution or a Certificate of Withdrawal have not been filed.

That according to the records of this office, a current Annual Report has been delivered to the Office of the Secretary of State.

I further certify that all fees, taxes and penalties owed to this state, as reflected in the records of the Secretary of State, have been paid and that the corporation is in existence or has authority to transact business in Mississippi.

That insofar as the records of this office are concerned, the said J.E. BORRIES INC. is in good standing at this time.

Given under my hand and seal of office
the 19th day of March, 2025

Certificate Number: CN25209013

Verify this certificate online at <http://corp.sos.ms.gov/corpcnv/verifycertificate.aspx>

RESOLUTION

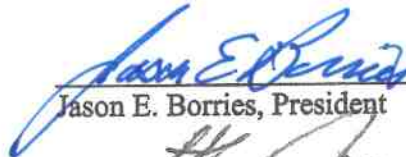
WHEREAS, by prior Resolution dated September 12, 2024, Jason E. Borries, as President of J.E. Borries, Inc., previously appointed himself as acting Secretary on behalf of J.E. Borries, Inc.; and

WHEREAS, it is the desire of Jason E. Borries, as President of J.E. Borries, Inc., to appoint Stuart Jones as Vice-President, and

WHEREAS, it is also the desire of Jason E. Borries, as President of J.E. Borries, Inc., to appoint Clancy Borries as Secretary/Treasurer;

THEREFORE, BE IT RESOLVED that the Corporation through President Jason E. Borries hereby appoints Stuart Jones as Vice-President of J.E. Borries, Inc., and that Clancy Borries be appointed Secretary/Treasurer of J.E. Borries, Inc.

This Resolution was adopted this the 1st day of FEBRUARY, 2024.



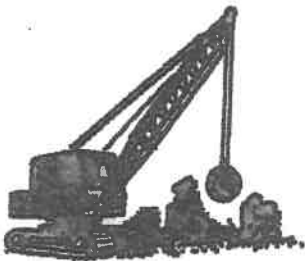
Jason E. Borries, President



Stuart Jones, Vice-President



Clancy E. Borries, Secretary



March 18 , 2025

J.E.BORRIES, INC.

2816 FRONT STREET

PASCAGOULA, MS 39567

PHONE:(228) 239-6867

(228) 219-3812

jeborries@gmail.com

Qualifications & Certifications -

J.E. Borries Inc. has been engaged in the Business of Marine Construction , Pile Driving , Dredging , Port Construction , and General Construction on the Mississippi Gulf Coast for over 32 years. Our firm has constructed Concrete Sheet Pile Bulkheads both Residential and Commercial , to name a few : the City of Pascagoula Riverfront near Front Street , U.S. Coast Base Boat Basin At Dauphin Island , Graham Shipyard Launching Ways at Bayou LaBatre , And over 300L.F. of the S.E. Bulkhead at Long Beach Harbor . Our firm has Experience with Drilled Tieback Anchors , we utilized the Chance Helical Anchors at Gulf Coast Research Lab (USM) in Ocean Springs for Andy Douglass, P.E. (Neel-Schaffer) and installed 45 – 90Ft. Helical Tiebacks for Mike Shirely , P.E. (P.E.I.) at Omega Shipyard Drydock in Moss Point using the Pileworks Design & Fabricated System . Our crews also have poured various concrete caps on walls , one for the Jackson Port Authority was 9' X 4' X nearly 2,000L.F. on a Triple -Step Steel Sheet Pile Wall for a 42' Deep Drydock Basin .

For this Project we can allocate a Crawler Crane for Sheet Installation , a Spud Barge , Cargo Barges as Needed , a Long Stick Trackhoe , Jet Pump ,

Shipyards .We also have Marine Staging Yards with Moorings in Gulfport on the Industrial Seaway and in Biloxi on the Back Bay .

Our Bonding is provided by A.J. Gallagher Companies , formerly The Insurance Center and BanCorpSouth , we have dealt with them for all years since our incorporation in 1992 . Our Agent is Debbie Dunaway in their Biloxi offices . They have provided us with Bid Bonds for over \$35 Million project Cost and Final Bonds which Exceeded \$18 Million on a Single Project which we performed for Jackson County Port Authority .

Our Banking is provided by Merchants & Marine Bank in Gautier & Pascagoula .

Our Company has a Certificate of Responsibility from the Mississippi State Board of Contractors which is attached and displays the disciplines for which we perform . Any subcontractor which we would utilize on our projects is an extension of our company and they shall be duly licensed and insured as expected . J.E. Borries Inc. maintains U.S.L.& H. Insurance for Federal Exposure Requirements , on certain projects we are required by Contract Documents to provide Installation Floater or Builders Risk Insurance as well as General & Automobile Liability Coverage .

J. E. Borries Inc.



Jason Borries , President

SEALED BID TO OPENED AT **10:00 A.M.,**
NOVEMBER 17TH, 2025

MCLEOD PARK BULKHEAD PROJECT – PHASE 1

PROJECT NO. NS.18455.006

HANCOCK COUNTY BOARD OF SUPERVISORS
of Hancock County, Mississippi

854 HIGHWAY 90
BAY ST. LOUIS, MS 39520

B&K CONSTRUCTION COMPANY, LLC

1905 HIGHWAY 59
MANDEVILLE, LA 70448

PHONE: 985-626-1866
FAX: 985-626-9710

MISSISSIPPI CERTIFICATE OF RESPONSIBILITY
NO. 19268-MC

- 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 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 anything 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.

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					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
201-A001	CLEARING AND GRUBBING	1	LS	50,000.00	50,000.00
202-A001	REMOVAL OF OBSTRUCTIONS	1	LS	10,000.00	10,000.00
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	250	CY	45.00	11,250.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	500	CY	30.00	15,000.00
211-B001	TOPSOIL, FM, AH	500	CY	60.00	30,000.00
216-A001	SOLID SODDING	350	SY	20.00	7,000.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	70	SY	18.00	1,260.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	150	CY	190.00	28,500.00
620-A001	MOBILIZATION	1	LS	155,000.00	155,000.00
01014	EROSION CONTROL	1	LS	10,000.00	10,000.00
02370	INSTALL METAL SHEET PILE (40' LONG)	300	LF	2,000.00	600,000.00
02300	HELICAL ANCHORS	30	EA	8,000.00	240,000.00
02300	BULKHEAD WALER ASSEMBLY	300	LF	500.00	150,000.00
601-A001	CONCRETE SHEET PILE CAP	17	CY	4,000.00	68,000.00
699-A001	CONSTRUCTION STAKING	1	LS	10,000.00	10,000.00
815-A001	LOOSE RIPRAP, SIZE 100	10	SY	300.00	3,000.00
815-E001	GEOTEXTILE UNDER RIPRAP	10	SY	17.00	170.00
L00018	HANDRAIL, PER PLANS	300	LF	330.00	99,000.00
TOTAL BASE BID:					1,488,180.00

ADDITIVE ALTERNATE No. 1 – Additional 100 LF of Bulkhead + 28 Calendar Days					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	67	CY	45.00	3,015.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	150	CY	30.00	4,500.00
211-B001	TOPSOIL, FM, AH	150	CY	60.00	9,000.00
216-A001	SOLID SODDING	111	SY	20.00	2,220.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	22	SY	18.00	396.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	50	CY	190.00	9,500.00
620-A001	MOBILIZATION	1	LS	85,000.00	85,000.00
01014	EROSION CONTROL	1	LS	5,000.00	5,000.00
02370	INSTALL METAL SHEET PILE (40' LONG)	100	LF	2,000.00	200,000.00
02300	HELICAL ANCHORS	10	EA	8,000.00	80,000.00
02300	BULKHEAD WALER ASSEMBLY	100	LF	500.00	50,000.00
601-A001	CONCRETE SHEET PILE CAP	6	CY	4,000.00	24,000.00
699-A001	CONSTRUCTION STAKING	1	LS	5,000.00	5,000.00
L00018	HANDRAIL, PER PLANS	100	LF	330.00	33,000.00
TOTAL ADDITIVE ALTERNATE No. 1:					510,631.00

ADDITIVE ALTERNATE No. 2 – Additional 50 LF of Bulkhead + 14 Calendar Days

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	33	CY	45.00	1,485.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	75	CY	30.00	2,250.00
211-B001	TOPSOIL, FM, AH	75	CY	60.00	4,500.00
216-A001	SOLID SODDING	56	SY	20.00	1,120.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	11	SY	18.00	198.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	22	CY	190.00	4,180.00
620-A001	MOBILIZATION	1	LS	50,000.00	50,000.00
01014	EROSION CONTROL	1	LS	5,000.00	5,000.00
02370	INSTALL METAL SHEET PILE (40' LONG)	50	LF	2,000.00	100,000.00
02300	HELICAL ANCHORS	5	Each	8,000.00	40,000.00
02300	BULKHEAD WALER ASSEMBLY	50	LF	500.00	25,000.00
601-A001	CONCRETE SHEET PILE CAP	3	CY	4,000.00	12,000.00
699-A001	CONSTRUCTION STAKING	1	LS	5,000.00	5,000.00
L00018	HANDRAIL, PER PLANS	50	LF	330.00	16,500.00
TOTAL ADDITIVE ALTERNATE No. 2:					267,233.00

ADDITIVE ALTERNATE No. 3 – Additional 25 LF of Bulkhead + 7 Calendar Days

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	17	CY	45.00	765.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	38	CY	30.00	1,140.00
211-B001	TOPSOIL, FM, AH	38	CY	60.00	2,280.00
216-A001	SOLID SODDING	28	SY	20.00	560.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	6	SY	18.00	108.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	11	CY	190.00	2,090.00
620-A001	MOBILIZATION	1	LS	78,000.00	78,000.00
01014	EROSION CONTROL	1	LS	5,000.00	5,000.00
02370	INSTALL METAL SHEET PILE (40' LONG)	25	LF	2,000.00	50,000.00
02300	HELICAL ANCHORS	3	Each	8,000.00	24,000.00
02300	BULKHEAD WALER ASSEMBLY	25	LF	500.00	12,500.00
601-A001	CONCRETE SHEET PILE CAP	1	CY	4,000.00	4,000.00
699-A001	CONSTRUCTION STAKING	1	LS	2,000.00	2,000.00
L00018	HANDRAIL, PER PLANS	25	LF	330.00	8,250.00
TOTAL ADDITIVE ALTERNATE No. 3:					190,693.00

ADDITIVE ALTERNATE No. 4 – Additional 25 LF of Bulkhead + 7 Calendar Days					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	17	CY	45.00	765.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	38	CY	30.00	1,140.00
211-B001	TOPSOIL, FM, AH	38	CY	60.00	2,280.00
216-A001	SOLID SODDING	28	SY	20.00	560.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	6	SY	18.00	108.00
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	11	CY	190.00	2,090.00
620-A001	MOBILIZATION	1	LS	38,000.00	38,000.00
01014	EROSION CONTROL	1	LS	5,000.00	5,000.00
02370	INSTALL METAL SHEET PILE (40' LONG)	25	LF	2,000.00	50,000.00
02300	HELICAL ANCHORS	3	Each	8,000.00	24,000.00
02300	BULKHEAD WALER ASSEMBLY	25	LF	500.00	12,500.00
601-A001	CONCRETE SHEET PILE CAP	1	CY	4,000.00	4,000.00
699-A001	CONSTRUCTION STAKING	1	LS	2,000.00	2,000.00
L00018	HANDRAIL, PER PLANS	25	LF	330.00	8,250.00
TOTAL ADDITIVE ALTERNATE No. 4:					150,693.00

NOTE TO BIDDERS

The following Bid Schedule Tabulation will be used to read the Bids aloud:

Base Bid	\$ 1,488,180.00
Additive Alternate No. 1	\$ 510,631.00
Additive Alternate No. 2	\$ 267,233.00
Additive Alternate No. 3	\$ 190,693.00
Additive Alternate No. 4	\$ 150,693.00

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 substantially complete within 75 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 calendar 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 00 41 43.

- B. List of Subcontractors
- C. Signed Section 00 45 19- Certification Regarding Debarment, Suspension, Non-Collusion and Other Responsibility Matters
- D. Required bidders current certificate of responsibility issued by the state of Mississippi
- E. If the bidder is a non-resident contractor, a copy of the bidder's current state bidder preference law pertaining to that states treatment of non-resident contractors pursuant to Miss. Code Ann. 8 31-3-21(3) or a statement on letterhead and signed by the same person who signs the bid form stating that no preference laws exist in that state.
- F. E-Verify Compliance Letter and screenshot
- G. Official Secretary of State's Letter of Good Standings with the State of Mississippi
- H. Corporate Minutes or other document showing authority to sign Bid Form

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.

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: B&K Construction Company, LLC (SEAL)

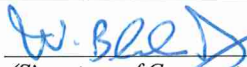
State of Incorporation: Louisiana

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

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

Name (typed or printed): W. Blake Andrews

Title: Managing Member

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

Date of Qualification to do business in Mississippi [State Where Project is Located] is
6 \ 30 \ 2011

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: W. Bae

Title: Managing Member (Corporate Seal)

NOTARY PUBLIC:

Subscribe and sworn to before me this 13 day of Nov, 2025.

Notary Public – State of LOUISIANA.

My Commission expires upon death (Notary Seal).



SECTION 00 43 13
BID BOND

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

BIDDER (Name and Address):

B&K Construction Company, LLC
1905 Hwy. 59
Mandeville, LA 70448

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

Nationwide Mutual Insurance Company
1100 Locust Street - Dept. 2006
Des Moines, IA 50391-2006

OWNER (Name and Address):

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

BID

Bid Due Date: November 17th, 2025
Project: McLeod Park Bulkhead Project – Phase 1

BOND

Bond Number: 7901086178
Date (Not later than Bid due date): 11/17/2025

Penal sum	<u>Five Percent of Bid Amount</u>	<u>5%</u>
	(Words)	(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

B&K Construction Company, LLC (Seal)
Bidder's Name and Corporate Seal

By: [Signature]
Signature and Title Managing Member

Attest: [Signature]
Signature and Title Vice President

SURETY

Nationwide Mutual Insurance Company
Surety's Name and Corporate Seal

By: Ryan J. Vicknair Attorney-In-Fact
Signature and Title
(Attach Power of Attorney)

Attest: Jane Womack Account Manager
Signature and Title



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

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.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

DAVID W ALLIGOOD; JAMES J TASSIN; KELLEY T QUIRK; RYAN J VICKNAIR;
THOMAS A LAPORTE; WILLIAM P GARCIA;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026



Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 17th day of November, 2025.



Assistant Secretary



SURETY BOND SEAL ADDENDUM

Nationwide Mutual Insurance Company

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Nationwide Mutual Insurance Company has authorized its Attorneys-in-Fact to affix Nationwide Mutual Insurance Company's corporate seal to any bond executed on behalf of Nationwide Mutual Insurance Company by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Nationwide Mutual Insurance Company by its Attorney-in-Fact, Nationwide Mutual Insurance Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 2nd day of April, 2020.

Nationwide Mutual Insurance Company



By

Antonio C. Albanese, Vice President – Surety
Nationwide Mutual Insurance Company

SECTION 00 43 36
LIST OF SUBCONTRACTORS

The Contractor shall list Subcontractors, Suppliers, individuals, or entities to be utilized on the Work. The name of the company or individual, the address, the item(s) of Work to be subcontracted, and the value of Work subcontracted shall be provided below. List the Subcontractors Certificate of Responsibility Number if the value of Work is equal to or greater than \$50,000.

NAME: Omega Industrial Services, LLC
ADDRESS: 12336 US-190, Hammond, LA 70401
ITEM(S) OF WORK: Prefabricated Metal Work Items Supplier
VALUE OF WORK: \$109,245.00
CERTIFICATE OF RESPONSIBILITY NUMBER: Material Supplier Only

NAME: Nucor Skyline Steel LLC
ADDRESS: 635 Lafitte Street Suite A, Mandeville, LA 70448
ITEM(S) OF WORK: Steel Sheet Piling Supplier
VALUE OF WORK: \$688,415.21
CERTIFICATE OF RESPONSIBILITY NUMBER: Material Supplier Only

NAME: Blue Iron Foundations & Shoring LLC
ADDRESS: 1251 Seminola Boulevard Suite 200, Casselberry, Florida 32707
ITEM(S) OF WORK: Helical Anchor Supplier and Installer
VALUE OF WORK: \$543,100.00
CERTIFICATE OF RESPONSIBILITY NUMBER: 19729-SC

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

The person to contact for additional information regarding this form:

Blake Andrews
(Name)

Managing Member
(Title)

Note: Should additional space be necessary to list all Subcontractors, bidder shall submit multiple copies of this form.

SECTION 00 45 19
**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.

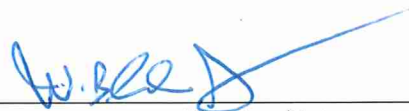
The prospective participant certifies to the best of their knowledge and belief that it and its principals:

- (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.

McLeod Park Bulkhead Project – Phase 1
Title of Project or Subcontract

W. Blake Andrews
Prime or Subcontractor's Name


Signature/Date

11/17/25

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



State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

B & K CONSTRUCTION COMPANY, LLC

1905 HWY 59

MANDEVILLE, LA 70448

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



We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 6 day of Dec., 2024

CERTIFICATE OF RESPONSIBILITY

No. 19268-MC

Expires Dec. 6, 2025

Joel A. Canall

CHAIRMAN OF THE BOARD

RS 38:2225

§2225. Preference in letting contracts for public work

A. If a nonresident contractor bidding on public work in the state of Louisiana is domiciled in a state that provides a percentage preference in favor of contractors domiciled in that state over Louisiana resident contractors for the same type of work, then every Louisiana resident contractor shall be granted the same preference over contractors domiciled in the other state favoring contractors domiciled therein whenever the nonresident contractor bids on public work in Louisiana.

B. Any local law, either by legislative act or otherwise, ordinance, or executive order enacted prior to the effective date of this Act, or enacted hereinafter in conflict with this Section, or granting any local contractor or subcontractor preference over other Louisiana resident contractors shall be contrary to the provision of this Section.

C. The Department of Transportation and Development and the office of facility planning and control within the division of administration shall keep on file a list of all states with a bid preference.

D. The provisions and requirements of this Section shall not be waived by any public entity.

Acts 1983, No. 43, §1, eff. June 17, 1983. Acts 1984, No. 894, §2; Acts 2014, No. 759, §1.

RS 38:2225.1

§2225.1. Contracts in which the state or political subdivision are participants; preferences; assistance; exclusions

A. When a participating state agency lets a contract for a public works project that is to be administered by or paid for, in whole or in part by state funds, the agency may require as a condition of letting the contract that not less than eighty percent of the persons employed in fulfilling that contract shall be residents of the state of Louisiana.

B.(1) When a participating political subdivision lets a contract for a public works project that is to be administered by or paid for, in whole or in part, by said political subdivision's funds, the governing authority of the political subdivision may require, as a condition of letting the contract, that not less than eighty percent of the persons employed in fulfilling that contract be residents of the state of Louisiana.

(2) In addition, when the governing authority of Calcasieu Parish may, upon a finding that there is substantial cause to counteract grave economic and social ills, require, as a condition of letting contracts for public works to be paid for solely with parish funds, that not less than fifty percent of the persons employed in fulfilling that contract be residents of Calcasieu Parish. Notwithstanding the provisions of this Paragraph, management personnel and persons whose skills are unavailable for performing the work may be excluded from the requirements of this Paragraph, as said governing authority may determine and provide for in the bid specifications.

C. The Louisiana Workforce Commission, upon request of any state agency, the governing authority of a political subdivision, or a contractor awarded a contract under the provision of this Section, shall assist in identifying craftsmen, laborers, and any other personnel necessary to comply with the requirements of this Section.

D. Notwithstanding the provisions of this Section, management personnel, and persons whose skills are unavailable for performing the work, shall be excluded from the requirements of this Section.

Acts 1984, No. 361, §1; Acts 1989, No. 787, §1; Acts 1992, No. 447, §4, eff. June 20, 1992; Acts 2008, No. 743, §7, eff. July 1, 2008.



CONSTRUCTION COMPANY, LLC

Date: November 17, 2025

To: Hancock County Board of Supervisors
854 Highway 90
Bay St. Louis, MS 39520

RE: Compliance with Mississippi Employment Protection Act of 2008 and the Illegal Immigration Reform and Immigration Responsibility Act of 1996.

Project Name McLeod Park Bulkhead Project - Phase 1
Project Number NS.18455.006

The Purpose of this letter is to inform that B&K Construction Company, LLC is in compliance with the Mississippi Employment Protection Act of 2008 as described in Senate Bill 2988 of the 2008 Regular Session of the Mississippi Legislature and the Illegal Immigration Reform and Immigration Responsibility Act of 1996. Our E-verify Registration number is 232587. Attached, for your review, is a copy of the documentation showing our companies participation in this program and upon request, copies of employee's certifications will be provided as they are kept in the employee's personnel file.

Our company understands if compliance with the above mentioned Acts are not followed, the following consequences will occur:

1. Termination of the Contract and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public; or
2. The loss of any license, permit, certification or other document granted to Contractor by agency. Department of governmental entity for the right to do business in Mississippi for up to one (1) year; or
3. Both of the above. In the event such termination/cancellation, Contractor (Company) will also be liable for any additional costs incurred by the State due to contract Cancellation or loss of license or permit.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

W. Blake Andrews
Managing Member



My Company Account



Modernize
the
employment
eligibility
verification
process
today!

[Learn More](#)

Enable E-Verify+

My Company Profile

Company Information

Company Name

B & K Construction Company, LLC

Doing Business As (DBA) Name

Company ID

232587

Enrollment Date

Jul 22, 2009

Employer Identification Number (EIN)

Unique Entity Identifier (UEI)

720836531

DUNS Number

NAICS Code

237

Subsector

Heavy and Civil Engineering Construction

Total Number of Employees

20 to 99

Sector

Construction

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

1905 Hwy 59
Mandeville, LA 70448

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

3

[Edit Hiring Sites](#)

Company Access

My Company is configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)





Michael Watson
SECRETARY OF STATE

Office of the Secretary of State
Jackson, Mississippi

Certificate of Good Standing

I, MICHAEL WATSON, Secretary of State of the State of Mississippi, and as such, the legal custodian of the records as required by The Mississippi Registration of Foreign Limited Liabilities Company Act to be filed in my office do hereby certify:

B&K CONSTRUCTION CO., LLC

Registered the 30th day of June, 2011

A Louisiana LIMITED LIABILITY COMPANY has filed the necessary documents in this office and has obtained a certificate of registration to do business in this state, under the provisions of The Mississippi Registration of Foreign Limited Liability Companies Act as shown by the records in this office.

I further certify that said Limited Liability Company has filed in this office an appointment of registration for service of process, with written acceptance endorsed thereon, and/or power of attorney, designating its agent and/or attorney for service of process in this State as:

Dunbar, David C
270 Trace Colony Park, Suite a
Ridgeland, MS 39157

I further certify that said Limited Liability Company has paid the fees for filing the above papers required by law as shown by the records of this office, and that said Limited Liability Company is in good standing to do business in Mississippi at this time.

Given under my hand and seal of office
the 13th day of November, 2025

A handwritten signature in black ink that reads "Michael Watson".

Certificate Number: CN25225926

Verify this certificate online at <http://corp.sos.ms.gov/corpcnv/verifycertificate.aspx>



CONSTRUCTION COMPANY, LLC

87TH MEETING OF THE BOARD OF DIRECTORS

This 87th meeting of the Board of Directors of B&K CONSTRUCTION COMPANY, LLC was held at 10:00 AM, on April 4, 2025 at 1905 Highway 59, Mandeville, LA 70448. Present at this meeting were W. Blake Andrews and Brian R. Dunn, constituting a majority membership of the Board of Directors.

This meeting was called to order by W. Blake Andrews.

The minutes of the 86th meeting were read by W. Blake Andrews.

RESOLVED:

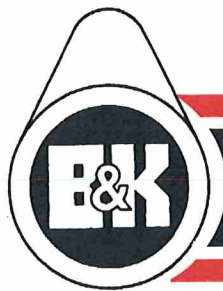
That W. Blake Andrews, Chairman of the Board of Directors, CEO, President, Secretary, and Managing Member is hereby authorized to sign Contract Documents, Purchase Orders, Bid Documents, and Payment Requests on behalf of B&K CONSTRUCTION COMPANY, LLC until such a time as his authority would be revoked.

There being no further business to come before the Board, the meeting, on motion duly made, was adjourned.

W. Blake Andrews - Chairman of the Board of Directors, CEO, President, Secretary, and Managing Member

Brian R. Dunn, Vice President





CONSTRUCTION COMPANY, LLC

November 17, 2025

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

RE: McLeod Park Bulkhead Project – Phase 1
Project No. NS.18455.006
Hancock County, Mississippi

Dear Members of the Hancock County Board of Supervisors:

We are submitting this letter as the cover page for our electronic bid submission. As requested in the “Instructions to Bidders” section of the specifications, please see the below information.

Bidder’s Name: B&K Construction Company, LLC

Contact Information: Phone: 985-626-1866
Email: W. Blake Andrews – blake@bkconst.com

Certificate of Responsibility Number: No. 19268-MC

Project Name: McLeod Park Bulkhead Project – Phase 1. Project No. NS.18455.006

Sincerely,
B&K Construction Company, LLC
1905 Highway 59
Mandeville, LA 70448

SECTION 00 45 13
PROJECT REFERENCES

The Contractor shall provide a list of five (5) similar projects that you have completed, with the contract amount, references, and contact information for each (preferably other than Neel-Schaffer projects).

SELA 72.1 - General De Gaulle Drainage Canal, Wall Boulevard to Behrman Place
Project #1: Contract No. W912P8-19-B-0046

Location: Orleans Parish, Louisiana **Contract Amount:** \$46,015,457.31

Owner: U.S. Army Corps of Engineers, New Orleans District

Contact: Toby Upson, Toby.upson@usace.army.mil **Phone No.:** (504) 628-5102

Engineer: U.S. Army Corps of Engineers, New Orleans District

Contact: Toby Upson, Toby.upson@usace.army.mil **Phone No.:** (504) 628-5102

Project #2: NOV-09 St. Jude to City Price Levee. Contract No. W912P8-19-C-0004

Location: Plaquemines Parish, Louisiana **Contract Amount:** \$33,704,251.37

Owner: U.S. Army Corps of Engineers, New Orleans District

Contact: Jeffrey Falati, Jeffrey.j.falati@usace.army.mil **Phone No.:** (504) 862-2980

Engineer: U.S. Army Corps of Engineers, New Orleans District

Contact: Jeffrey Falati, Jeffrey.j.falati@usace.army.mil **Phone No.:** (504) 862-2980

Project #3: Jefferson Avenue Canal Phase 1. Contract No. W912P8-13-C-0037

Location: Orleans Parish, Louisiana **Contract Amount:** \$56,214,776.28

Owner: U.S. Army Corps of Engineers, New Orleans District

Contact: John Fogerty, john.g.fogarty@usace.army.mil **Phone No.:** (504) 862-1227

Engineer: U.S. Army Corps of Engineers, New Orleans District

Contact: John Fogerty, john.g.fogarty@usace.army.mil **Phone No.:** (504) 862-1227

South Claiborne Avenue II Covered Canal Leonidas St to Lower Line St- SELA 24B
Project #4: Contract No. W912P8-12-C-0036

Location: Orleans Parish, Louisiana **Contract Amount:** \$28,642,185.40

Owner: U.S. Army Corps of Engineers, New Orleans District

Contact: John Fogerty, john.g.fogarty@usace.army.mil **Phone No.:** (504) 862-1227

Engineer: U.S. Army Corps of Engineers, New Orleans District

Contact: John Fogerty, john.g.fogarty@usace.army.mil **Phone No.:** (504) 862-1227

SELA 07C - Pump to the River 84" Discharge Pipe and Discharge Basin
Project #5: Contract No. W912P8-13-C-0015

Location: Jefferson Parish, Louisiana **Contract Amount:** \$29,005,874.32

Owner: U.S. Army Corps of Engineers, New Orleans District

Contact: Stephen Hinkamp, stephen.b.hinkamp@usace.army.mil **Phone No.:** (504) 862-2268

Engineer: U.S. Army Corps of Engineers, New Orleans District

Contact: Stephen Hinkamp, stephen.b.hinkamp@usace.army.mil **Phone No.:** (504) 862-2268



B&KCONS-01

RMAJOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 231432 Hub International Gulf South 8550 United Plaza Blvd Suite 500 Baton Rouge, LA 70809	CONTACT NAME: Rhonda Major		
	PHONE (A/C, No, Ext): (225) 218-2489	FAX (A/C, No):	
E-MAIL ADDRESS: rhonda.major@hubinternational.com			
INSURED B & K Construction Company, LLC 1905 Hwy. 59 Mandeville, LA 70448	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : American Casualty Co of Reading PA		20427
	INSURER B : The Continental Insurance Company		35289
	INSURER C : Westfield Specialty Insurance Company		16992
	INSURER D : Continental Casualty Company		20443
	INSURER E : Allianz Global Corp & Specialty		35300
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			5091103764	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BUA5091103750	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			LXS-00015TM-03	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5091103778	8/1/2025	8/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Equipment Floater			MXI93041236	8/1/2025	8/1/2026	Per Item 600,000
E	Equipment Floater			MXI93041236	8/1/2025	8/1/2026	Per Occurrence 600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Pollution 08/01/2025-2026

Carrier: Axis Surplus Insurance Company

Policy #CPLMOL133434

Limits: \$1,000,000 Each Claim

\$2,000,000 Aggregate

Deductible \$10,000 Per Claim

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Hancock County Board of Supervisors
854 Highway 90
Bay Saint Louis, MS 39520

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: B&KCONS-01

RMAJOR

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Hub International Gulf South	License # 231432	NAMED INSURED B & K Construction Company, LLC 1905 Hwy. 59 Mandeville, LA 70448
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:

McLeod Park Bulkhead Project Phase 1. NS Project No. 18455.006

Scope of project: The project includes the installation of approximately 300 feet of new steel bulkhead system with helical anchoring and concrete sheet pile caps and other miscellaneous work at McLeod Park.

Workers' compensation

- Waiver of subrogation and 30-day notice of cancellation in favor of Hancock County Board of Supervisors and the Engineer (Neel-Schaffer).

General liability; auto liability; and excess

- Additional insured; waiver of subrogation; primary and non-contributory; and 30-day notice of cancellation in favor of Hancock County Board of Supervisors and the Engineer (Neel-Schaffer).

To:
Hancock County Board of Supervisors of
Hancock County, Mississippi
854 Highway 90
Bay St. Louis, MS 39520

For:
McLeod Park Bulkhead Project – Phase 1

SEALED BID TO OPENED AT 10:00 A.M.,
November 17th, 2025

From:
Baker Pile Driving and Site Work, LLC
159 Highway 22 East Suite A
Madisonville, LA 70447
Lic. # 15845-MC

RECEIVED
NOV 17 2025
BY: *[Signature]*
9:34 AM

SECTION 00 41 43
BID FORM

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

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted for:

McLeod Park Bulkhead Project – Phase 1

1.02 This Bid is submitted to:

*Hancock County Board of Supervisors
854 Highway 90
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: Clint Kelly

TITLE: Project Engineer

TELEPHONE: 985-792-5001

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 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 Bidder accepts that Owner has the right to award the contract to the lowest qualified bidder and accept the base bid, combination of base bid and any alternates, or reject all bids, whichever is in the best interest of the 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.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>Oct 24, 2025</u>
<u>2</u>	<u>Nov 11, 2025</u>
<u>3</u>	<u>Nov 12, 2025</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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 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 anything 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.

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					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
201-A001	CLEARING AND GRUBBING	1	LS	21985.39	21985.39
202-A001	REMOVAL OF OBSTRUCTIONS	1	LS	21784.01	21784.01
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	250	CY	84.78	21195.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	500	CY	87.03	43515.00
211-B001	TOPSOIL, FM, AH	500	CY	86.17	43085.00
216-A001	SOLID SODDING	350	SY	12.65	4427.50
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	70	SY	17.66	1236.20
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	150	CY	204.97	30745.50
620-A001	MOBILIZATION	1	LS	140271.10	140271.10
01014	EROSION CONTROL	1	LS	2007.55	2007.55
02370	INSTALL METAL SHEET PILE (40' LONG)	300	LF	1881.50	564450.00
02300	HELICAL ANCHORS	30	EA	2744.44	82333.20
02300	BULKHEAD WALER ASSEMBLY	300	LF	872.84	261852.00
601-A001	CONCRETE SHEET PILE CAP	17	CY	2376.07	40393.19
699-A001	CONSTRUCTION STAKING	1	LS	10832.82	10832.82
815-A001	LOOSE RIPRAP, SIZE 100	10	SY	274.83	2748.30
815-E001	GEOTEXTILE UNDER RIPRAP	10	SY	25.81	258.10
L00018	HANDRAIL, PER PLANS	300	LF	315.92	94776.00
TOTAL BASE BID:					1387895.86

ADDITIVE ALTERNATE No. 1 – Additional 100 LF of Bulkhead + 28 Calendar Days					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	67	CY	89.03	5965.01
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	150	CY	59.21	8881.50
211-B001	TOPSOIL, FM, AH	150	CY	95.85	14377.50
216-A001	SOLID SODDING	111	SY	14.06	1560.66
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	22	SY	21.03	462.66
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	50	CY	209.53	10476.50
620-A001	MOBILIZATION	1	LS	11606.93	11606.93
01014	EROSION CONTROL	1	LS	1545.55	1545.55
02370	INSTALL METAL SHEET PILE (40' LONG)	100	LF	2055.85	205585.00
02300	HELICAL ANCHORS	10	EA	2629.06	26290.60
02300	BULKHEAD WALER ASSEMBLY	100	LF	913.26	91326.00
601-A001	CONCRETE SHEET PILE CAP	6	CY	1945.52	11673.12
699-A001	CONSTRUCTION STAKING	1	LS	5086.40	5086.40
L00018	HANDRAIL, PER PLANS	100	LF	316.68	316.68
TOTAL ADDITIVE ALTERNATE No. 1:					426505.43

ADDITIVE ALTERNATE No. 2 – Additional 50 LF of Bulkhead + 14 Calendar Days					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	33	CY	85.83	2832.39
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	75	CY	54.64	4098.00
211-B001	TOPSOIL, FM, AH	75	CY	87.69	6576.75
216-A001	SOLID SODDING	56	SY	16.08	900.48
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	11	SY	104.75	1152.25
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	22	CY	210.78	4637.16
620-A001	MOBILIZATION	1	LS	4773.29	4773.29
01014	EROSION CONTROL	1	LS	79.00	79.00
02370	INSTALL METAL SHEET PILE (40' LONG)	50	LF	2055.69	102784.50
02300	HELICAL ANCHORS	5	Each	2975.21	14876.05
02300	BULKHEAD WALER ASSEMBLY	50	LF	913.26	45663.00
601-A001	CONCRETE SHEET PILE CAP	3	CY	1388.68	4166.04
699-A001	CONSTRUCTION STAKING	1	LS	2543.21	2543.21
L00018	HANDRAIL, PER PLANS	50	LF	314.40	15720.00
TOTAL ADDITIVE ALTERNATE No. 2:					210,822.12

ADDITIVE ALTERNATE No. 3 – Additional 25 LF of Bulkhead + 7 Calendar Days					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	17	CY	98.85	1680.45
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	38	CY	57.61	2189.18
211-B001	TOPSOIL, FM, AH	38	CY	93.61	3557.18
216-A001	SOLID SODDING	28	SY	16.08	450.24
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	6	SY	14.40	86.40
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	11	CY	221.15	2432.65
620-A001	MOBILIZATION	1	LS	4773.29	4773.29
01014	EROSION CONTROL	1	LS	1578.55	1578.55
02370	INSTALL METAL SHEET PILE (40' LONG)	25	LF	2055.85	51396.25
02300	HELICAL ANCHORS	3	Each	2744.44	8233.32
02300	BULKHEAD WALER ASSEMBLY	25	LF	913.26	22831.50
601-A001	CONCRETE SHEET PILE CAP	1	CY	3572.05	3572.05
699-A001	CONSTRUCTION STAKING	1	LS	2543.21	2543.21
L00018	HANDRAIL, PER PLANS	25	LF	323.53	8088.25
TOTAL ADDITIVE ALTERNATE No. 3:					113412.52

ADDITIVE ALTERNATE No. 4 – Additional 25 LF of Bulkhead + 7 Calendar Days					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	17	CY	98.85	1680.45
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	38	CY	57.61	2189.18
211-B001	TOPSOIL, FM, AH	38	CY	93.61	3557.18
216-A001	SOLID SODDING	28	SY	16.08	450.24
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	6	SY	14.40	86.40
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	11	CY	221.15	2432.65
620-A001	MOBILIZATION	1	LS	4773.29	4773.29
01014	EROSION CONTROL	1	LS	1578.55	1578.55
02370	INSTALL METAL SHEET PILE (40' LONG)	25	LF	2055.85	51396.25
02300	HELICAL ANCHORS	3	Each	2744.44	8233.32
02300	BULKHEAD WALER ASSEMBLY	25	LF	913.26	22831.50
601-A001	CONCRETE SHEET PILE CAP	1	CY	3572.05	3572.05
699-A001	CONSTRUCTION STAKING	1	LS	2543.21	2543.21
L00018	HANDRAIL, PER PLANS	25	LF	323.53	8088.25
TOTAL ADDITIVE ALTERNATE No. 4:					113412.52

NOTE TO BIDDERS

The following Bid Schedule Tabulation will be used to read the Bids aloud:

Base Bid	\$1,387,895.84
Additive Alternate No. 1	\$426,505.43
Additive Alternate No. 2	\$210,822.12
Additive Alternate No. 3	\$113,412.52
Additive Alternate No. 4	\$113,412.52

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 substantially complete within 75 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 calendar 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 00 41 43.

- B. List of Subcontractors
- C. Signed Section 00 45 19- Certification Regarding Debarment, Suspension, Non-Collusion and Other Responsibility Matters
- D. Required bidders current certificate of responsibility issued by the state of Mississippi
- E. If the bidder is a non-resident contractor, a copy of the bidder's current state bidder preference law pertaining to that states treatment of non-resident contractors pursuant to Miss. Code Ann. 8 31-3-21(3) or a statement on letterhead and signed by the same person who signs the bid form stating that no preference laws exist in that state.
- F. E-Verify Compliance Letter and screenshot
- G. Official Secretary of State's Letter of Good Standings with the State of Mississippi
- H. Corporate Minutes or other document showing authority to sign Bid Form

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.

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: Baker Pile Driving & Site Work, LLC (SEAL)

State of Incorporation: Louisiana

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

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

Name (typed or printed): Robert Baker

Title: Manager

Attest: [Signature] (CORPORATE SEAL)
(Signature of Corporate Secretary)

Date of Qualification to do business in Mississippi [State Where Project is Located] is
01/14/25.

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: [Signature]

Title: [Signature] (Corporate Seal)

NOTARY PUBLIC: [Signature]

Subscribe and sworn to before me this 14 day of March, 2025

Notary Public – State of Louisiana

My Commission expires Dec 4 (Notary Seal).



SOPHIA BAKER
Notary Public
Notary ID No. 210525
St. Tammany Parish, LA

SECTION 00 43 36
LIST OF SUBCONTRACTORS

The Contractor shall list Subcontractors, Suppliers, individuals, or entities to be utilized on the Work. The name of the company or individual, the address, the item(s) of Work to be subcontracted, and the value of Work subcontracted shall be provided below. List the Subcontractors Certificate of Responsibility Number if the value of Work is equal to or greater than \$50,000.

NAME: Holliday Construction, LLC
ADDRESS: 534 MS-26, Poplarville, MS 39470
ITEM(S) OF WORK: Earthwork, sodding, crushed stone, riprap, and geotextile fabric
VALUE OF WORK: \$204,210.00
CERTIFICATE OF RESPONSIBILITY NUMBER: 13111-MC

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

The person to contact for additional information regarding this form:

Clint Kelly
(Name)

Project Manager
(Title)

Note: Should additional space be necessary to list all Subcontractors, bidder shall submit multiple copies of this form.

SECTION 00 45 13
PROJECT REFERENCES

The Contractor shall provide a list of five (5) similar projects that you have completed, with the contract amount, references, and contact information for each (preferably other than Neel-Schaffer projects).

Project #1:	Municipal Yacht Harbor Fishing Pier		
Location:	New Orleans, LA	Contract Amount:	\$1,121,550.00
Owner:	The City of New Orleans		
Contact:	Kevin Lee	Phone No.:	504-658-7100
Engineer:	McKay Associates, LLC		
Contact:	Charles McKay	Phone No.:	504-509-7603
Project #2:	H.013525.5 St. Bernard Parish, 40 Arpent Trail, Phase 1		
Location:	Chalmette, LA	Contract Amount:	\$7,939,518.99
Owner:	State of Louisiana		
Contact:	Ray Luga	Phone No.:	504-874-3631
Engineer:	Meyer Engineering		
Contact:	Nicole Dunn	Phone No.:	225-505-7664
Project #3:	Dunleith Canal Stabilization Phase 7		
Location:	Norco, LA	Contract Amount:	\$1,407,557.00
Owner:	St. Charles Parish Government		
Contact:	Clayton Fauchaux	Phone No.:	985-783-5102
Engineer:	Evans- Graves Engineers, Inc		
Contact:	Stephen Lundgren, Jr.	Phone No.:	225-926-1620
Project #4:	H.000665.6 UP R.R Overpass near Bonita		
Location:	Bonita, LA	Contract Amount:	\$23,053,872.99
Owner:	State of Louisiana		
Contact:	John Harrison	Phone No.:	318-283-0814
Engineer:	Louisiana Department of Transportation		
Contact:	John Harrison	Phone No.:	318-283-0814
Project #5:	Madisonville Boat Launch Improvements		
Location:	Madisonville, LA	Contract Amount:	\$419,500.00
Owner:	Town of Madisonville		
Contact:	Jean Pelloat	Phone No.:	985-845-7311
Engineer:	PEC, Corp		
Contact:	Bianca Hillhouse	Phone No.:	225-769-2810

SECTION 00 43 13
BID BOND

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

BIDDER (Name and Address):

Baker Pile Driving and Site Work, LLC
159 Hwy 22 E., Suite A
Madisonville, LA 70477

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

Employers Mutual Casualty Company
717 Mulberry Street
Des Moines, IA 50309

OWNER (Name and Address):

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

BID

Bid Due Date: November 17th, 2025
Project: McLeod Park Bulkhead Project – Phase 1

BOND

Bond Number: N/A
Date (Not later than Bid due date): November 17, 2025

Penal sum	<u>Five Percent of Greatest Amount Bid</u>	<u>5% of GAB</u>
	(Words)	(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

Baker Pile Driving and Site Work, LLC (Seal)
Bidder's Name and Corporate Seal

By: [Signature]
Signature and Title Manager

Attest: [Signature]
Signature and Title Project Manager

SURETY

Employers Mutual Casualty Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature and Title Dawn M Davis, Attorney-in-Fact
(Attach Power of Attorney)

Attest: [Signature]
Signature and Title Donnie Doan, Director of Surety, SW Region

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

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.



P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

DAWN M. DAVIS

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Seals



Scott R. Jean

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.

Amy Daniel

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17th day of November, 2025.

Ryan J. Springer

Vice President



IMPORTANT NOTICE

To obtain information or to make a complaint:

You may call EMC Insurance Companies' toll free telephone number for information or to make a complaint at:

1-800-223-0562

You may also write to EMC Insurance Companies at:

P.O. Box 1739
Wichita, KS 67201-1739

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

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, Texas 78714-9104
FAX: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de EMC Insurance Companies' para obtener información o para presentar una queja al:

1-800-223-0562

Usted también puede escribir a EMC Insurance Companies:

P.O. Box 1739
Wichita, KS 67201-1739

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

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, Texas 78714-9104
FAX: (512) 490-1007
Sitio web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

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

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

SECTION 00 45 19

**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.

McLeod Park Bulkhead Project – Phase 1

Title of Project or Subcontract

Baker Pile Driving & Site Work, LLC

Prime or Subcontractor's Name

 11-14-25
Signature/Date

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

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

BAKER PILE DRIVING & SITE WORK, LLC

159 HWY 22 EAST STE/ A

MADISONVILLE, LA 70447

is duly registered and entitled to perform

- 1) DEMOLITION
- 2) HEAVY CONSTRUCTION
- 3) PILE DRIVING



We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 4th day of Jan., 2025

CERTIFICATE OF RESPONSIBILITY

No. 15845-MC

Expires Jan. 14, 2026

Joel A. Canell

CHAIRMAN OF THE BOARD

RS 38:2225**§2225. Preference in letting contracts for public work**

A. If a nonresident contractor bidding on public work in the state of Louisiana is domiciled in a state that provides a percentage preference in favor of contractors domiciled in that state over Louisiana resident contractors for the same type of work, then every Louisiana resident contractor shall be granted the same preference over contractors domiciled in the other state favoring contractors domiciled therein whenever the nonresident contractor bids on public work in Louisiana.

B. Any local law, either by legislative act or otherwise, ordinance, or executive order enacted prior to the effective date of this Act, or enacted hereinafter in conflict with this Section, or granting any local contractor or subcontractor preference over other Louisiana resident contractors shall be contrary to the provision of this Section.

C. The Department of Transportation and Development and the office of facility planning and control within the division of administration shall keep on file a list of all states with a bid preference.

D. The provisions and requirements of this Section shall not be waived by any public entity.

Acts 1983, No. 43, §1, eff. June 17, 1983. Acts 1984, No. 894, §2; Acts 2014, No. 759, §1.

Baker Pile Driving & Site Work, LLC

11/14/2025

Hancock County Board of Supervisors
c/o Neel-Schaffer, Inc
854 Highway 90
Bay St. Louis, MS 39520

Re: E-VERIFY COMPLIANCE LETTER
Hancock County – McLeod Park Bulkhead Project – Phase 1

Dear Sirs,

As a Subcontractor to **Hancock County Board of Supervisors**., Prime Contractor for the above-referenced project, the purpose of this letter is to inform you that **Baker Pile Driving & Site Work, LLC** will attempt to the greatest extent possible to ensure compliance with the Mississippi Employment Protection Act of 2008 as described in Senate Bill 2988 of the 2008 Regular Session of the Mississippi Legislature and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996.

Our E-Verify registration number is **544818**. Attached, for your review, is a print-out/screenshot of our company's E-Verify profile from the E-Verify website.

Sincerely,

Clint Kelly
Project Manager



My Company Account

New

Modernize
the
employment
eligibility
verification
process
today!

[Learn More](#)[Enable E-Verify+](#)

My Company Profile

Company Information

Company Name

Baker Pile Driving & Site Work, LLC

Doing Business As (DBA) Name

Company ID

544818

Enrollment Date

Apr 16, 2012

Employer Identification Number (EIN)**Unique Entity Identifier (UEI)**

72149955

DUNS Number

147887926

Total Number of Employees

20 to 99

NAICS Code

238

Sector

Construction

Subsector

Specialty Trade Contractors

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Hiring Sites

Physical Address

1051 Ronald Reagan Highway 159 Hwy 22, Suite A
Covington, LA 70433 Madisonville, LA 70447

We have implemented a new policy and require more information for existing and future hiring sites.

Mailing Address

Same as Physical Address

Number of Sites

1

[Edit Company Addresses](#)

[Edit Hiring Sites](#)

Company Access

My Company is configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)





Michael Watson
SECRETARY OF STATE

Office of the Secretary of State
Jackson, Mississippi

Certificate of Good Standing

I, MICHAEL WATSON, Secretary of State of the State of Mississippi, and as such, the legal custodian of the records as required by The Mississippi Registration of Foreign Limited Liabilities Company Act to be filed in my office do hereby certify:

BAKER PILE DRIVING AND SITE WORK, LLC

Registered the 17th day of October, 2006

A Louisiana LIMITED LIABILITY COMPANY has filed the necessary documents in this office and has obtained a certificate of registration to do business in this state, under the provisions of The Mississippi Registration of Foreign Limited Liability Companies Act as shown by the records in this office.

I further certify that said Limited Liability Company has filed in this office an appointment of registration for service of process, with written acceptance endorsed thereon, and/or power of attorney, designating its agent and/or attorney for service of process in this State as:

Colson, Deidre L
441 Walda Drive
Biloxi, MS 39531

I further certify that said Limited Liability Company has paid the fees for filing the above papers required by law as shown by the records of this office, and that said Limited Liability Company is in good standing to do business in Mississippi at this time.

Given under my hand and seal of office
the 10th day of November, 2025

Certificate Number: CN25225655

Verify this certificate online at <http://corp.sos.ms.gov/corpcnv/verifycertificate.aspx>



Baker Pile Driving and Site Work, LLC

159 Highway 22 East Suite A

Madisonville, LA 70447

**LAND AND MARINE HEAVY CIVIL
CONTRACTOR**

robert@bakerpiledriving.com

(985) 792-5001 Office

www.bakerpiledriving.com

(985) 792-0111 Fax

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
BAKER PILE DRIVING AND SITE WORK, LLC.

AT THE MEETING OF DIRECTORS OF BAKER PILE DRIVING AND SITE WORK, LLC.
NOTICED AND HELD ON November 14, 2025,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS RESOLVED THAT Robert W. Baker, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT
OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE McLeod Park Bulkhead Project – Phase I
OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT
NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS,
BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE
ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH
BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING,
CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY
SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE AND CORRECT COPY OF AN
EXCERPT OF THE MINUTES OF THE ABOVE
DATED MEETING OF THE BOARD OF
DIRECTORS OF SAID CORPORATION, AND
THE SAME HAS NOT BEEN REVOKED OR
RESCINDED.

SECRETARY-TREASURER

11-14-25

DATE

SECTION 00 41 43
BID FORM

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

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted for:

McLeod Park Bulkhead Project – Phase 1

1.02 This Bid is submitted to:

*Hancock County Board of Supervisors
854 Highway 90
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: Clint Kelly

TITLE: Project Engineer

TELEPHONE: 985-792-5001

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 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 Bidder accepts that Owner has the right to award the contract to the lowest qualified bidder and accept the base bid, combination of base bid and any alternates, or reject all bids, whichever is in the best interest of the 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.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>Oct 24, 2025</u>
<u>2</u>	<u>Nov 11, 2025</u>
<u>3</u>	<u>Nov 12, 2025</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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 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 anything 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.

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					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
201-A001	CLEARING AND GRUBBING	1	LS	21985.39	21985.39
202-A001	REMOVAL OF OBSTRUCTIONS	1	LS	21784.01	21784.01
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	250	CY	84.78	21195.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	500	CY	87.03	43515.00
211-B001	TOPSOIL, FM, AH	500	CY	86.17	43085.00
216-A001	SOLID SODDING	350	SY	12.65	4427.50
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	70	SY	17.66	1236.20
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	150	CY	204.97	30745.50
620-A001	MOBILIZATION	1	LS	140271.10	140271.10
01014	EROSION CONTROL	1	LS	2007.55	2007.55
02370	INSTALL METAL SHEET PILE (40' LONG)	300	LF	1881.50	564450.00
02300	HELICAL ANCHORS	30	EA	2744.44	82333.20
02300	BULKHEAD WALER ASSEMBLY	300	LF	872.84	261852.00
601-A001	CONCRETE SHEET PILE CAP	17	CY	2376.07	40393.19
699-A001	CONSTRUCTION STAKING	1	LS	10832.82	10832.82
815-A001	LOOSE RIPRAP, SIZE 100	10	SY	274.83	2748.30
815-E001	GEOTEXTILE UNDER RIPRAP	10	SY	25.81	258.10
L00018	HANDRAIL, PER PLANS	300	LF	315.92	94776.00
TOTAL BASE BID:					1387895.86

ADDITIVE ALTERNATE No. 1 – Additional 100 LF of Bulkhead + 28 Calendar Days					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	67	CY	89.03	5965.01
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	150	CY	59.21	8881.50
211-B001	TOPSOIL, FM, AH	150	CY	95.85	14377.50
216-A001	SOLID SODDING	111	SY	14.06	1560.66
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	22	SY	21.03	462.66
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	50	CY	209.53	10476.50
620-A001	MOBILIZATION	1	LS	11606.93	11606.93
01014	EROSION CONTROL	1	LS	1545.55	1545.55
02370	INSTALL METAL SHEET PILE (40' LONG)	100	LF	2055.85	205585.00
02300	HELICAL ANCHORS	10	EA	2629.06	26290.60
02300	BULKHEAD WALER ASSEMBLY	100	LF	913.26	91326.00
601-A001	CONCRETE SHEET PILE CAP	6	CY	1945.52	11673.12
699-A001	CONSTRUCTION STAKING	1	LS	5086.40	5086.40
L00018	HANDRAIL, PER PLANS	100	LF	316.68	316.68
TOTAL ADDITIVE ALTERNATE No. 1:					426505.43

ADDITIVE ALTERNATE No. 2 – Additional 50 LF of Bulkhead + 14 Calendar Days					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	33	CY	85.83	2832.39
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	75	CY	54.64	4098.00
211-B001	TOPSOIL, FM, AH	75	CY	87.69	6576.75
216-A001	SOLID SODDING	56	SY	16.08	900.48
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	11	SY	104.75	1152.25
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	22	CY	210.78	4637.16
620-A001	MOBILIZATION	1	LS	4773.29	4773.29
01014	EROSION CONTROL	1	LS	99.00	99.00
02370	INSTALL METAL SHEET PILE (40' LONG)	50	LF	2055.69	102784.50
02300	HELICAL ANCHORS	5	Each	2975.21	14876.05
02300	BULKHEAD WALER ASSEMBLY	50	LF	913.26	45663.00
601-A001	CONCRETE SHEET PILE CAP	3	CY	1388.68	4166.04
699-A001	CONSTRUCTION STAKING	1	LS	2543.21	2543.21
L00018	HANDRAIL, PER PLANS	50	LF	314.40	15720.00
TOTAL ADDITIVE ALTERNATE No. 2:					210,822.12

ADDITIVE ALTERNATE No. 3 – Additional 25 LF of Bulkhead + 7 Calendar Days					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	17	CY	98.85	1680.45
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	38	CY	57.61	2189.18
211-B001	TOPSOIL, FM, AH	38	CY	93.61	3557.18
216-A001	SOLID SODDING	28	SY	16.08	450.24
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	6	SY	14.40	86.40
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	11	CY	221.15	2432.65
620-A001	MOBILIZATION	1	LS	4773.29	4773.29
01014	EROSION CONTROL	1	LS	1578.55	1578.55
02370	INSTALL METAL SHEET PILE (40' LONG)	25	LF	2055.85	51396.25
02300	HELICAL ANCHORS	3	Each	2744.44	8233.32
02300	BULKHEAD WALER ASSEMBLY	25	LF	913.26	22831.50
601-A001	CONCRETE SHEET PILE CAP	1	CY	3572.05	3572.05
699-A001	CONSTRUCTION STAKING	1	LS	2543.21	2543.21
L00018	HANDRAIL, PER PLANS	25	LF	323.53	8088.25
TOTAL ADDITIVE ALTERNATE No. 3:					113412.52

ADDITIVE ALTERNATE No. 4 – Additional 25 LF of Bulkhead + 7 Calendar Days					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
203-EX021	BORROW EXCAVATION, FM, CLASS B9-6	17	CY	98.85	1680.45
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	38	CY	57.61	2189.18
211-B001	TOPSOIL, FM, AH	38	CY	93.61	3557.18
216-A001	SOLID SODDING	28	SY	16.08	450.24
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	6	SY	14.40	86.40
304-G001	SIZE 57 CRUSHED STONE BASE, AEA	11	CY	221.15	2432.65
620-A001	MOBILIZATION	1	LS	4773.29	4773.29
01014	EROSION CONTROL	1	LS	1578.55	1578.55
02370	INSTALL METAL SHEET PILE (40' LONG)	25	LF	2055.85	51396.25
02300	HELICAL ANCHORS	3	Each	2744.44	8233.32
02300	BULKHEAD WALER ASSEMBLY	25	LF	913.26	22831.50
601-A001	CONCRETE SHEET PILE CAP	1	CY	3572.05	3572.05
699-A001	CONSTRUCTION STAKING	1	LS	2543.21	2543.21
L00018	HANDRAIL, PER PLANS	25	LF	323.53	8088.25
TOTAL ADDITIVE ALTERNATE No. 4:					113412.52

NOTE TO BIDDERS

The following Bid Schedule Tabulation will be used to read the Bids aloud:

Base Bid	\$ 1,387,895.86
Additive Alternate No. 1	\$ 426,505.43
Additive Alternate No. 2	\$ 210,822.12
Additive Alternate No. 3	\$ 113,412.52
Additive Alternate No. 4	\$ 113,412.52

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 substantially complete within 75 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 calendar 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 00 41 43.

- B. List of Subcontractors
- C. Signed Section 00 45 19- Certification Regarding Debarment, Suspension, Non-Collusion and Other Responsibility Matters
- D. Required bidders current certificate of responsibility issued by the state of Mississippi
- E. If the bidder is a non-resident contractor, a copy of the bidder's current state bidder preference law pertaining to that states treatment of non-resident contractors pursuant to Miss. Code Ann. 8 31-3-21(3) or a statement on letterhead and signed by the same person who signs the bid form stating that no preference laws exist in that state.
- F. E-Verify Compliance Letter and screenshot
- G. Official Secretary of State's Letter of Good Standings with the State of Mississippi
- H. Corporate Minutes or other document showing authority to sign Bid Form

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.

STATE OF Louisiana

Baker Pile Driving & Site Work, LLC

BID FORM (ADD NO. 3)
00 41 43-7

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: Baker Pile Driving & Site Work, LLC (SEAL)

State of Incorporation: Louisiana

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

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

Name (typed or printed): Robert Baker

Title: Manager

Attest: [Signature] (CORPORATE SEAL)
(Signature of Corporate Secretary)

Date of Qualification to do business in Mississippi [State Where Project is Located] is
01 / 14 / 25.

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: [Signature]

Title: Manager (Corporate Seal)

NOTARY PUBLIC: [Signature]

Subscribe and sworn to before me this 14 day of March, 2025

Notary Public – State of Louisiana

My Commission expires Perth (Notary Seal).



SOPHIA BAKER
Notary Public
Notary ID No. 210525
St. Tammany Parish, LA

SECTION 00 43 36
LIST OF SUBCONTRACTORS

The Contractor shall list Subcontractors, Suppliers, individuals, or entities to be utilized on the Work. The name of the company or individual, the address, the item(s) of Work to be subcontracted, and the value of Work subcontracted shall be provided below. List the Subcontractors Certificate of Responsibility Number if the value of Work is equal to or greater than \$50,000.

NAME: Holliday Construction, LLC
ADDRESS: 534 MS-26, Poplarville, MS 39470
ITEM(S) OF WORK: Earthwork, sodding, crushed stone, riprap, and geotextile fabric
VALUE OF WORK: \$204,210.00
CERTIFICATE OF RESPONSIBILITY NUMBER: 13111-MC

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

NAME: _____
ADDRESS: _____
ITEM(S) OF WORK: _____
VALUE OF WORK: _____
CERTIFICATE OF RESPONSIBILITY NUMBER: _____

The person to contact for additional information regarding this form:

Clint Kelly
(Name)

Project Manager
(Title)

Note: Should additional space be necessary to list all Subcontractors, bidder shall submit multiple copies of this form.

SECTION 00 45 13
PROJECT REFERENCES

The Contractor shall provide a list of five (5) similar projects that you have completed, with the contract amount, references, and contact information for each (preferably other than Neel-Schaffer projects).

Project #1: Municipal Yacht Harbor Fishing Pier

Location: New Orleans, LA **Contract Amount:** \$1,121,550.00

Owner: The City of New Orleans

Contact: Kevin Lee **Phone No.:** 504-658-7100

Engineer: McKay Associates, LLC

Contact: Charles McKay **Phone No.:** 504-509-7603

Project #2: H.013525.5 St. Bernard Parish, 40 Arpent Trail, Phase 1

Location: Chalmette, LA **Contract Amount:** \$7,939,518.99

Owner: State of Louisiana

Contact: Ray Luga **Phone No.:** 504-874-3631

Engineer: Meyer Engineering

Contact: Nicole Dunn **Phone No.:** 225-505-7664

Project #3: Dunleith Canal Stabilization Phase 7

Location: Norco, LA **Contract Amount:** \$1,407,557.00

Owner: St. Charles Parish Government

Contact: Clayton Fauchaux **Phone No.:** 985-783-5102

Engineer: Evans- Graves Engineers, Inc

Contact: Stephen Lundgren, Jr. **Phone No.:** 225-926-1620

Project #4: H.000665.6 UP R.R Overpass near Bonita

Location: Bonita, LA **Contract Amount:** \$23,053,872.99

Owner: State of Louisiana

Contact: John Harrison **Phone No.:** 318-283-0814

Engineer: Louisiana Department of Transportation

Contact: John Harrison **Phone No.:** 318-283-0814

Project #5: Madisonville Boat Launch Improvements

Location: Madisonville, LA **Contract Amount:** \$419,500.00

Owner: Town of Madisonville

Contact: Jean Pelloat **Phone No.:** 985-845-7311

Engineer: PEC, Corp

Contact: Bianca Hillhouse **Phone No.:** 225-769-2810

SECTION 00 43 13
BID BOND

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

BIDDER (Name and Address):

Baker Pile Driving and Site Work, LLC
159 Hwy 22 E., Suite A
Madisonville, LA 70477

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

Employers Mutual Casualty Company
717 Mulberry Street
Des Moines, IA 50309

OWNER (Name and Address):

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

BID

Bid Due Date: November 17th, 2025
Project: McLeod Park Bulkhead Project – Phase 1

BOND

Bond Number: N/A

Date (Not later than Bid due date): November 17, 2025

Penal sum	<u>Five Percent of Greatest Amount Bid</u>	<u>5% of GAB</u>	
	(Words)	(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

Baker Pile Driving and Site Work, LLC (Seal)
Bidder's Name and Corporate Seal

By: [Signature]
Signature and Title Manager

Attest: [Signature]
Signature and Title Project Manager

SURETY

Employers Mutual Casualty Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature and Title Dawn M Davis, Attorney-in-Fact
(Attach Power of Attorney)

Attest: [Signature]
Signature and Title Donnie Doan, Director of Surety, SW Region

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

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.



P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

DAWN M. DAVIS

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

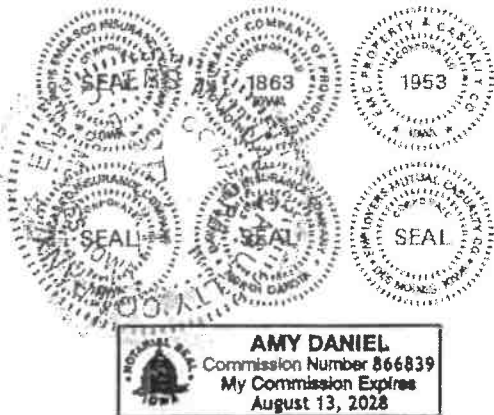
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Seals



Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.

Amy Daniel
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025, are true and correct and are still in full force and effect. In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17th day of November, 2025.

Ryan J. Springer
Vice President



IMPORTANT NOTICE

To obtain information or to make a complaint:

You may call EMC Insurance Companies' toll free telephone number for information or to make a complaint at:

1-800-223-0562

You may also write to EMC Insurance Companies at:
P.O. Box 1739
Wichita, KS 67201-1739

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

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, Texas 78714-9104
FAX: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de EMC Insurance Companies' para obtener información o para presentar una queja al:

1-800-223-0562

Usted también puede escribir a EMC Insurance Companies:

P.O. Box 1739
Wichita, KS 67201-1739

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

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, Texas 78714-9104
FAX: (512) 490-1007
Sitio web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

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

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

SECTION 00 45 19

**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.

McLeod Park Bulkhead Project – Phase 1

Title of Project or Subcontract

Baker Pile Driving & Site Work, LLC

Prime or Subcontractor's Name

Handwritten signature in blue ink, followed by the date "4-25".

Signature/Date

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

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

BAKER PILE DRIVING & SITE WORK, LLC

159 HWY 22 EAST STE/ A

MADISONVILLE, LA 70447

is duly registered and entitled to perform

- 1) DEMOLITION 2) HEAVY CONSTRUCTION
- 3) PILE DRIVING



We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 14th day of Jan., 2025

CERTIFICATE OF RESPONSIBILITY

No. 15845-MC

Expires Jan. 14, 2026

Joel A. Canell

CHAIRMAN OF THE BOARD

RS 38:2225**§2225. Preference in letting contracts for public work**

A. If a nonresident contractor bidding on public work in the state of Louisiana is domiciled in a state that provides a percentage preference in favor of contractors domiciled in that state over Louisiana resident contractors for the same type of work, then every Louisiana resident contractor shall be granted the same preference over contractors domiciled in the other state favoring contractors domiciled therein whenever the nonresident contractor bids on public work in Louisiana.

B. Any local law, either by legislative act or otherwise, ordinance, or executive order enacted prior to the effective date of this Act, or enacted hereinafter in conflict with this Section, or granting any local contractor or subcontractor preference over other Louisiana resident contractors shall be contrary to the provision of this Section.

C. The Department of Transportation and Development and the office of facility planning and control within the division of administration shall keep on file a list of all states with a bid preference.

D. The provisions and requirements of this Section shall not be waived by any public entity.

Acts 1983, No. 43, §1, eff. June 17, 1983. Acts 1984, No. 894, §2; Acts 2014, No. 759, §1.

Baker Pile Driving & Site Work, LLC

11/14/2025

Hancock County Board of Supervisors
c/o Neel-Schaffer, Inc
854 Highway 90
Bay St. Louis, MS 39520

Re: E-VERIFY COMPLIANCE LETTER
Hancock County – McLeod Park Bulkhead Project – Phase 1

Dear Sirs,

As a Subcontractor to **Hancock County Board of Supervisors**., Prime Contractor for the above-referenced project, the purpose of this letter is to inform you that **Baker Pile Driving & Site Work, LLC** will attempt to the greatest extent possible to ensure compliance with the Mississippi Employment Protection Act of 2008 as described in Senate Bill 2988 of the 2008 Regular Session of the Mississippi Legislature and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996.

Our E-Verify registration number is **544818**. **Attached, for your review, is a print-out/screenshot of our company's E-Verify profile from the E-Verify website.**

Sincerely,

Clint Kelly
Project Manager



My Company Account



Modernize
the
employment
eligibility
verification
process
today!

[Learn More](#)[Enable E-Verify+](#)

My Company Profile

Company Information

Company Name

Baker Pile Driving & Site Work, LLC

Doing Business As (DBA) Name

Company ID

544818

Enrollment Date

Apr 16, 2012

Employer Identification Number (EIN)**Unique Entity Identifier (UEI)**

72149955

DUNS Number

147887926

Total Number of Employees

20 to 99

NAICS Code

238

Sector

Construction

Subsector

Specialty Trade Contractors

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

~~1051 Ronald Reagan Highway~~ 159 Hwy 22, Suite A
~~Covington, LA 70433~~ Madisonville, LA 70447

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

[Edit Hiring Sites](#)

Company Access

My Company is configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)





Michael Watson
SECRETARY OF STATE

Office of the Secretary of State
Jackson, Mississippi

Certificate of Good Standing

I, MICHAEL WATSON, Secretary of State of the State of Mississippi, and as such, the legal custodian of the records as required by The Mississippi Registration of Foreign Limited Liabilities Company Act to be filed in my office do hereby certify:

BAKER PILE DRIVING AND SITE WORK, LLC

Registered the 17th day of October, 2006

A Louisiana LIMITED LIABILITY COMPANY has filed the necessary documents in this office and has obtained a certificate of registration to do business in this state, under the provisions of The Mississippi Registration of Foreign Limited Liability Companies Act as shown by the records in this office.

I further certify that said Limited Liability Company has filed in this office an appointment of registration for service of process, with written acceptance endorsed thereon, and/or power of attorney, designating its agent and/or attorney for service of process in this State as:

Colson, Deidre L
441 Walda Drive
Biloxi, MS 39531

I further certify that said Limited Liability Company has paid the fees for filing the above papers required by law as shown by the records of this office, and that said Limited Liability Company is in good standing to do business in Mississippi at this time.

Given under my hand and seal of office
the 10th day of November, 2025

Certificate Number: CN25225655

Verify this certificate online at <http://corp.sos.ms.gov/corpconv/verifycertificate.aspx>



Baker Pile Driving and Site Work, LLC

159 Highway 22 East Suite A

Madisonville, LA 70447

**LAND AND MARINE HEAVY CIVIL
CONTRACTOR**

robert@bakerpiledriving.com

(985) 792-5001 Office

www.bakerpiledriving.com

(985) 792-0111 Fax

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
BAKER PILE DRIVING AND SITE WORK, LLC.

AT THE MEETING OF DIRECTORS OF BAKER PILE DRIVING AND SITE WORK, LLC.
NOTICED AND HELD ON November 14, 2025,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS RESOLVED THAT Robert W. Baker, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT
OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE McLeod Park Bulkhead Project – Phase 1
OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT
NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS,
BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE
ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH
BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING,
CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY
SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE AND CORRECT COPY OF AN
EXCERPT OF THE MINUTES OF THE ABOVE
DATED MEETING OF THE BOARD OF
DIRECTORS OF SAID CORPORATION, AND
THE SAME HAS NOT BEEN REVOKED OR
RESCINDED.

SECRETARY-TREASURER

11-14-25

DATE



State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

CHRIS WELLS, EXECUTIVE DIRECTOR

November 6, 2025

Mr. Scotty Adam, President
Hancock County Board of Supervisors
854 Highway 90
Bay St. Louis, MS 39250

Dear Mr. Adam:

Our Department has completed a favorable review of the solid waste assistance grant application for competitive funds submitted on behalf of the Hancock County Board of Supervisors. Based on this review, the County's grant request in the amount of **\$47,104.86** has been preliminarily approved, subject to the full execution of a formal grant agreement. The terms of the grant agreement will include terms and conditions for the "*Hancock County Household Hazardous Waste Collection Day- Pitch In Keeping Our Space Clean and Safe*" proposed by the County.

The formal grant agreement is attached for the County's review and signature. **Please have the Board President sign the agreement and return it within 15 days of signature to Ms. Erika Andrews in the MDEQ Contracts Division.** Please contact me by phone at (601) 961-5370 or by email at jlewis@mdeq.ms.gov, if you have any questions concerning your grant award.

Sincerely,

A handwritten signature in cursive script that reads "Jerri L. Lewis".

Jerri Lewis, Grant Coordinator
Grants/Management Support Branch
Waste Division

Enclosures

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ASSISTANCE AGREEMENT		ASSISTANCE ID NO. SWC646
		DATE OF STAFF APPROVAL 11/06/2025
AGREEMENT TYPE		RECIPIENT TYPE
Cooperative Agreement		COUNTY
Grant Agreement	X	TAX ID NO.
Assistance Amendment		
RECIPIENT HANCOCK COUNTY BOARD OF SUPERVISORS 854 HIGHWAY 90 BAY ST. LOUIS, MS 39250	PROJECT MANAGER SCOTTY ADAM PRESIDENT	
ISSUING OFFICE MS DEPT. OF ENVIRONMENTAL QUALITY OFFICE OF POLLUTION CONTROL P.O. BOX 2261 JACKSON, MS 39225-2261	PROJECT MANAGER JERRI LEWIS, GRANT COORDINATOR GRANTS MANAGEMENT SUPPORT BRANCH	

ASSISTANCE PROGRAM

LOCAL GOVERNMENT SOLID WASTE ASSISTANCE PROGRAM

STATUTORY AUTHORITY

SECTION 17-17-65, MS CODE ANN

PROJECT TITLE AND DESCRIPTION

HANCOCK COUNTY HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY- "PITCH IN"
KEEPING OUR SPACE CLEAN AND SAFE

PROJECT LOCATION

CITY
COUNTY HANCOCK
STATE MS

PROJECT PERIOD

The project period shall begin upon execution of the grant agreement by the Executive Director of MDEQ and end no later than **DECEMBER 31, 2027.**

TOTAL PROJECT COST

\$47,104.86

FUNDS

MDEQ Amount This Action -(4050)

Recipient Contribution

Other Contribution

Total Cost

BU

Personnel Enforcement

Indirect

Travel

Equipment & Related Installation Costs

Supplies

Contractual

Construction

Other

Former Award

This Action

Amended Total

\$ 47,104.86

47 104.86

\$ 47,104.86

\$ 47,104.86

OD OF P

Reimbursement

X

**SPECIAL TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENT
(Local Governments Solid Waste Assistance Grants Program)**

1. Method of Payment

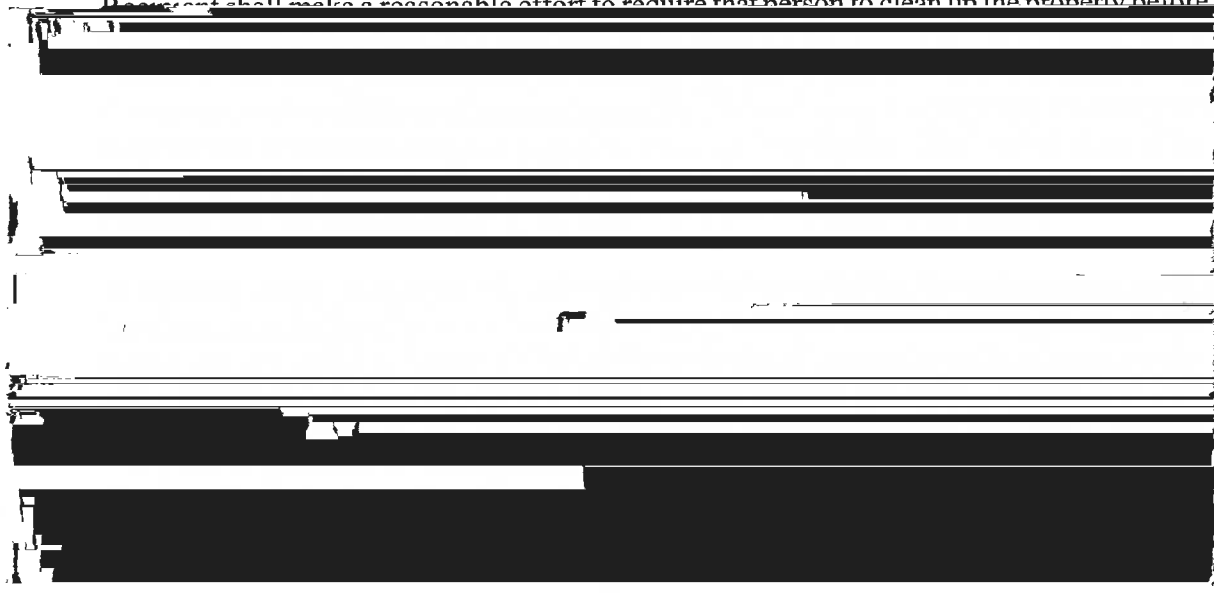
Reimbursement shall be the method of payment. The Recipient shall submit the completed Attachment A - Request for Payment form and additional documentation for verification of the service or work performed or the purchases made, prior to payment being issued by the Mississippi Department of Environmental Quality (MDEQ). The Request for Payment forms and supporting documentation generally will be submitted to MDEQ on a quarterly basis or as funds are otherwise expended and shall include a report of activities to date, (i.e., unauthorized dump sites cleaned, wastes disposed, HHW collected, hours worked, etc.). The Recipient shall submit a Request for Payment for eligible program activities performed through June 30 of each year (the end of the state fiscal year) no later than July 31 of that year. All requests for payment related to this grant agreement shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant agreement after which time, the grant agreement will be considered closed and funds will no longer be available to the Recipient. Funds utilized and/or disbursed under this grant award shall be consistent with the Recipient's approved grant application, incorporated herein by reference. This clause shall supercede Clause 5, Method of Payment of the Standard Terms and Conditions.

2. Grant Administration Costs

Under the terms of state law, the Recipient is eligible to use up to three percent (3%) of funds provided through this grant to defray the costs of administration of the grant. No Request for Payment will be processed for grant administration costs that total more than 3% of the grant award.

3. Unauthorized Dump Clean-Up Projects

For grant projects involving the clean-up or abatement of an unauthorized dump(s), the Recipient shall make a reasonable effort to determine the person(s) responsible for creating or causing the unauthorized dumping. If the responsible persons are determined, the Recipient shall make a reasonable effort to require that person to clean up the property before



4. Solid Waste Enforcement Officer Projects

For projects that involve the employment of a local solid waste enforcement officer, the Recipient agrees to provide MDEQ with the following information, upon the selection or designation of the enforcement officer:

- a) Name, address, telephone number, fax number, and, e-mail address for the enforcement officer(s);
- b) Detailed description of the duties and responsibilities for the enforcement officer(s).

Should the enforcement officer(s) be replaced or should the officer's information change, the Recipient shall provide an update to the information described above upon selection of the replacement or upon change in the information.

The Recipient further agrees that the enforcement officer shall be required to investigate local solid waste complaint related matters, which may be directed to the enforcement officer by MDEQ or through direct public complaints. The Recipient also agrees that the Recipient and the officer employed will adhere to the Local Solid Waste Enforcement Officers Duties and Procedures guidance document prescribed by MDEQ.

5. Household Hazardous Waste Collection Project (HHW)

For projects that involve conducting a household hazardous waste (HHW) collection event, the Recipient shall conduct the HHW project in accordance with Sections 17-17-439 through 17-17-445 and the Mississippi "Right-Way to Throw Away Program."

The Recipient shall provide to MDEQ a comprehensive summary report following the HHW collection day event which would include, at a minimum, the following:

- a) Description of the public notification efforts for the event;
- b) Amounts of waste collected, by type;
- c) Cost summary;
- d) Number of residents participating in the HHW collection day event.
- e) A summary of any special issues or needs identified in the event.

The Recipient shall ensure that all hazardous materials collected are managed and disposed by qualified contractor(s) who are properly licensed and approved by all applicable regulatory agencies to manage the hazardous materials.

6. Disposal of Wastes

The final disposal of solid wastes from the clean-up of unauthorized dumps or from other collection activities funded by this grant shall be conducted in accordance with existing solid waste disposal laws and regulations. The preferred method of disposal shall be the removal of the wastes to a legitimate recycling facility where feasible, to a permitted solid waste landfill, to a permitted rubbish landfill, to a hazardous waste management facility or to another authorized waste management facility as appropriate. In limited circumstances and where conditions warrant, the Recipient, upon concurrence from MDEQ, may abate an unauthorized dump by on-site burial of such wastes as allowed by state law. Such on-site burial of wastes shall be considered by MDEQ on a case-by-case and shall be limited to nonhazardous wastes.

STANDARD TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENTS

1. Workplan

The workplan (grant application) constitutes the Recipient's and MDEQ's commitment to accomplish the program goals and objectives. MDEQ's review and evaluation of performance under this agreement and MDEQ's response to the findings of oversight will be carried out in accordance with the stated policies.

2. Expenditure Commitment

The Recipient commits to expend the funds awarded in this agreement and to complete the funded project in accordance with the workplan included in this grant application (workplan) and incorporated into this agreement by reference.

3. Financial Management

MDEQ requires that Recipients have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every grant dollar from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are vendor invoices, bills of lading, payment vouchers, payrolls, bank statements and reconciliations.

4. Audit: Access to Records

Recipient assures that it will give MDEQ, the Comptroller General of the United States, and the State of Mississippi, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives; and will retain all required records relating to this agreement for three years after project completion and all other pending matters are closed.

5. Method of Payment

Reimbursement shall be the preferred method of funding. Recipients shall be paid a predetermined sum for services/work performed. Recipient shall submit a Request for Payment, as provided in Attachment A, and additional documentation for verification of service/work performed prior to payment being issued. In special cases, funding advances may be allowed, subject to approval by MDEQ. Requests for Payment and applicable supporting documentation shall be submitted to MDEQ upon project completion. All requests for payments related to this grant shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant.

6. Final Payment

Pursuant to satisfactory completion of the work performed under this agreement as may be determined by final inspection, and as a condition before final payment under this agreement or as termination settlement under this agreement, the Recipient shall execute and deliver to MDEQ a release of all claims against MDEQ arising under, or by virtue of, this agreement, except claims which are specifically exempted by the Recipient to be set forth therein. Such release is provided in Attachment B of this agreement. Unless otherwise provided in this agreement, by state law, or expressly agreed to by the parties in this agreement, final payment under this agreement or settlement upon termination of this agreement shall not constitute waiver of MDEQ's claims against the Recipient or his sureties under this agreement or applicable performance and payment of bonds.

7. Procurement

Recipient shall comply with purchasing guidelines established in 31-7-13 of the Mississippi Code in the procurement of commodities and services.

8. Disadvantaged Businesses

Recipient will ensure that its best efforts will be used in making available to minority businesses a minimum of 5% of the grant funds that may be expended as necessary in obtaining any supplies, construction, equipment, or services in completing the project detailed in the Workplan.

9. Title to Real Property, Equipment and Supplies

Unless otherwise agreed to, title to any real property, equipment and supplies that may be acquired under this agreement shall vest upon acquisition in the Recipient. Real property, equipment and supplies shall be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds.

10. Changes and Amendments

Changes may be made to the agreement in relation to the effective period of the agreement, the total amount of the agreement, budgetary categories associated with the funding of the agreement, and the work to be performed as defined in the work plan. Such changes shall be constructively made by way of a formal agreement amendment, which shall require written approval of the Executive Director of MDEQ prior to any such changes being made. Changes which affect the total amount of the agreement may also require prior approval by the Commission on Environmental Quality.

11. Recycled Paper

Recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to MDEQ.

12. Gratuities

- A. If MDEQ finds, after a notice and hearing, that the Recipient or any of the Recipient's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any employee, official or agent of MDEQ, the state agency providing funds used in this agreement in an attempt to secure a agreement or favorable treatment in awarding, amending or making any determination related to the performance of this agreement, MDEQ may, by written notice to the Recipient, terminate this agreement. MDEQ may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts on which MDEQ bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this agreement.
- B. In the event this agreement is terminated as provided in paragraph A., MDEQ may pursue the same remedies against the Recipient as it could pursue in the event of a breach of the agreement by the Recipient, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by MDEQ) which shall be not less than three nor more than ten times the costs the Recipient incurs in providing any such gratuities to such officer or employee.

13. Publication and Publicity

- A. Recipient may publish results of its participation pursuant to this agreement after prior review by and consent by MDEQ's Project Manager provided that (1) such publications acknowledge that the program is supported by funds granted by MDEQ, and (2) that one (1) copy of the publication is furnished to MDEQ.
- B. Recipient shall use its best efforts to ensure that any publicity received by the Recipient as a result of the work funded by this agreement shall acknowledge that the program is supported by funds granted by MDEQ.

14. Hold Harmless for Personnel Claims

To the extent permitted by Mississippi law, recipient agrees to indemnify, save and hold harmless the Mississippi Commission on Environmental Quality, MDEQ and the state of Mississippi, as well as their employees, from and against any and all losses, claims, debts, demands, damages, suits or actions at law, judgments, and costs, including attorney's fees, or expenses on the part of MDEQ or MDEQ's agents or employees arising out of or attributable to work performed under this agreement or the use of facilities or equipment provided to Recipient under the terms of this agreement.

15. Assurances

The Recipient certifies that:

- A. It maintains the legal authority to apply for state assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in the grant application.
- B. It is not presently debarred, suspended, proposed for debarment, declared ineligible from participating in government projects; has not within a three year period preceding this application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public transactions; has not within a three year period preceding this proposal been convicted of violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and has not within a three year period preceding this application had one or more public transactions terminated for default.
- C. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D. It will comply with all applicable requirements or State and Federal laws, executive orders, regulations and policies governing this program.
- E. The Recipient shall maintain current permits and approvals necessary from applicable regulatory agencies to carry out the project/program activities.

16. Enforcement

- A. If a Recipient materially fails to comply with any term of an award, whether stated in Federal and State statute or regulation, an assurance, in a State plan or application, a notice of an award, or elsewhere, MDEQ may take one or more of the following actions, as appropriate in the circumstances:
 - 1. Temporarily withholding payments pending correction of the deficiency by the Recipient or more severe enforcement by MDEQ;
 - 2. Disallow (that is deny both use of funds and matching credit for) all or part of the cost of the activity of action not in compliance;
 - 3. Wholly or partly suspend or terminate the current award for the Recipient's program.

4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available.
- B. In taking an enforcement action, MDEQ will provide the Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved.
- C. Costs of Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless MDEQ expressly authorizes them in the notice of suspension or termination or subsequently. Other Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
1. The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancelable, and
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

17. Termination for Convenience

This agreement may be terminated in whole or in part as follows:

- A. By MDEQ with the consent of the Recipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of a partial termination, the portion to be terminated; or
- B. By the Recipient upon written notification to MDEQ, setting forth the reasons for such termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, if, in the case of a partial termination, MDEQ determines that the remaining portion of the award will not accomplish the purposes for which the award was made, MDEQ may terminate the award in its entirety under paragraph A. of this section.

18. Counterparts

This agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall be deemed to be one and the same agreement. A signed copy of this agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this agreement.

19. Remedies

Unless otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between MDEQ and the Recipient arising out of, or relating to, this agreement or the breach of it will be decided in a court of competent jurisdiction within the State of Mississippi. Before pleading to the Mississippi judicial system at any level, the Recipient must exhaust all administrative remedies in effect on the date the agreement giving rise to the dispute was executed.

The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment to **HANCOCK COUNTY BOARD OF SUPERVISORS** for all approved costs incurred up to and not exceeding **\$47,104.86** for the support of approved budget period effort described in application (including all application modifications) cited in this agreement for the **HANCOCK COUNTY HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY-"PITCH IN" KEEPING OUR SPACE CLEAN AND SAFE.**

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

HANCOCK COUNTY BOARD OF SUPERVISORS

Authorized Signature

Typed/Printed Name

Title



Date

ATTACHMENT A

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
ATTN: INVOICES
P. O. BOX 2369
JACKSON, MS 39225

REQUEST FOR PAYMENT

Name of Recipient _____ Grant Agreement No. _____
Address _____ Person preparing report: _____
_____ Telephone number: _____
_____ Request period: From _____ To _____

1. Amount of this payment request: \$ _____
2. Total amount of grant: \$ _____
3. Total prior payments approved: \$ _____
4. Total funds requested to date (*line 1 plus line 3*): \$ _____
5. Balance of grant funds remaining after this request (*line 2 minus line 4*) \$ _____

TO BE COMPLETED ONLY IF RECIPIENT IS PROVIDING FUNDS TO THE GRANT PROJECT.

6. Total funds to be contributed by recipient: \$ _____
7. Amount contributed by recipient to date: \$ _____
8. Balance to be contributed by recipient (*line 6 minus line 7*): \$ _____

I hereby certify that the amount requested is for reimbursement of allowable costs consistent with the terms of this agreement, that request for reimbursement of these costs has not previously been made, and that the amounts requested herein do not exceed budgeted amounts stipulated in the award.

NOTE: Please attach appropriate documentation that supports this payment request (for example, payroll records for Enforcement officer, billing records, volume of tires disposed, volume of solid wastes disposed, location of solid waste sites cleaned up.

Signature of Authorized Official

Typed Name and Title of Authorized Official

Date

ATTACHMENT B

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY



Hancock County Board of Supervisors

Regular Meeting Minutes

November 3, 2025 at 9:00 AM

Board Meeting Room

1. Call to Order

A) Pledge of Allegiance

Tiffany Cowman, Chancery Clerk lead

B) Invocation

2. Roll Call

The record shows the District 5 Supervisor joined the meeting via telephone.

3. Amendments to the Agenda

Port & Harbor

6.A.3 - Motion to Accept the Third Amendment to the Purchase and Sale Agreement with Adler Industrial, LLC for Property Located at 3310 Port and Harbor Dr., Bay St. Louis, MS 39520 to Extend the Due Diligence Period.

Road Manager

8.H.2. – Motion to approve placing a 4-way stop at Caesar Necaie Road, LeeTown Road and Anner Road.

Grant Administrator

8.I.6. - Motion to authorize a wire transfer or other appropriate payment as necessary to be performed today in the amount of \$9,173,850.00 to U.S. Army Corps of Engineers for the Hancock County, Coast-Wide Beach and Dune Ecosystem Restoration.

8.I.7. - Motion to approve and authorize the Board President to execute the Corrective Action Letter No. 1 from MDEQ from MCWI Agreement No. 276-2-SW-5.6.

Sheriff's Agenda

8.A.5. - Motion to approve Smoke & Geaux BBQ to utilize the county parking lot to distribute food plates in conjunction with a benefit for a cancer benefit for a county

employee at a later date to be determined. This event will take place in the evening and not disrupt any county business. Smoke & Geaux BBQ is fully licensed and insured.

8.A.6. - Motion to spread on the Minutes the following personnel changes:

a. Add Sean Esque to the payroll as full-time Correction Officer, at a rate of \$17.48 per hour, effective November 03, 2025.

b. Remove Malcom McDonald from payroll, effective October 30, 2025.

8.A.7. — Motion to approve the advertisement for a reverse auction to purchase (4) patrol vehicles.

A) Motion to accept the agenda.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 1 Supervisor Graham

SECONDER: District 2 Supervisor Shaw

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam,
DarrinBo Ladner

EXCUSED:

4. Bid Openings

5. Announcements

A) The next regularly scheduled Board of Supervisor's meeting will be held at 9:00 a.m., on Monday, November 17, 2025.

B) Biweekly payroll with a check date of October 24, 2025 totaled \$878,214.68.

6. External Business Agenda

A) Port & Harbor Commission

1. Motion to Approve the Port and Harbor Commission's Docket of Claims for October 27, 2025, in the Amount of \$1,461,560.44 (GO \$154,922.51, RR \$56,813.19, IP \$31,774.27, AP \$1,165,105.47, FAA \$52,945.00).

RESULT: **Approved (UNANIMOUS)**

MOVER: District 3 Supervisor Clark

SECONDER: District 2 Supervisor Shaw

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty
Adam, DarrinBo Ladner

EXCUSED:

2. Motion to Accept Hancock County Port and Harbor Commission's Lease Extension with SSA Gulf, Inc. For Approximately 3.75 Acres Referred To As Lot 44 At Port Bienville Industrial Park For A Term of Two Years Beginning February 1, 2026.

RESULT: Approved (UNANIMOUS)

MOVER: District 2 Supervisor Shaw

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

3. Motion to Accept the Third Amendment to the Purchase and Sale Agreement with Adler Industrial, LLC for Property Located at 3310 Port and Harbor Dr., Bay St. Louis, MS 39520 to Extend the Due Diligence Period.

RESULT: Approved (UNANIMOUS)

MOVER: District 2 Supervisor Shaw

SECONDER: District 3 Supervisor Clark

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

B) Jeff Loftus – GRPC

C) Bruce Newton - Digital Engineering

7. Departmental Agendas

A) Emergency Management Agency

1. Motion to approve the request from Leetown Volunteer Fire Department in the amount of \$20,000.00 using funds from insurance rebate monies (112 258 5711) for the yearly partial payment of the E-one Spartan pumper.

RESULT: Approved (UNANIMOUS)

MOVER: District 2 Supervisor Shaw

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

2. Motion to approve hiring Camron Ladner as EMA Deputy Director at a salary rate of \$56,937.00 per year effective December 1, 2025, pending successful completion of a physical, drug screen and 90-day probationary period. Upon

successful completion of the probationary period, a request will be made to increase Mr. Ladner's salary to the currently budgeted rate of \$61,937.00 per year.

RESULT: **Approved (UNANIMOUS)**
MOVER: District 2 Supervisor Shaw
SECONDER: District 4 Board President Adam
AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty
 Adam, DarrinBo Ladner
EXCUSED:

B) E-911/Dispatch

C) Animal Shelter

1. Motion to approve the hiring of Kalix Burnetz, full time, for a Kennel Tech Position at a rate of pay of \$13.00 per hour, effective November 3, 2025, pending successful competition of a physical and drug screening.

RESULT: **Approved (UNANIMOUS)**
MOVER: District 3 Supervisor Clark
SECONDER: District 1 Supervisor Graham
AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty
 Adam, DarrinBo Ladner
EXCUSED:

D) Justice Court

E) IT Department

1. Motion to approve a short-term contract for IT professional services through Omni Tech in the amount of \$9,995.00 monthly for a period of three (3) months with option to extend monthly, if needed, and authorize the Board President's signature, pending County Attorney's review and approval.

RESULT: **Approved (UNANIMOUS)**
MOVER: District 4 Board President Adam
SECONDER: District 3 Supervisor Clark
AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty
 Adam, DarrinBo Ladner
EXCUSED:

F) Purchasing

1. Motion to approve and spread on the Minutes, the Credit Card Report for November 3, 2025. This report reflects all credit card charges that are on the docket for payment.

RESULT: Approved (UNANIMOUS)

MOVER: District 3 Supervisor Clark

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

2. Motion to approve the transmission repair in the amount of \$30,891.04 from Puckett Machinery for the Road Department and spread the quote on the Minutes.

RESULT: Approved (UNANIMOUS)

MOVER: District 2 Supervisor Shaw

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

G) Planning and Zoning

1. Motion to approve Anthony Cuevas to attend the Building Officials of Mississippi 2025 Winter Conference on December 3–December 5, 2025, in Natchez, Mississippi with a registration fee of \$250.00 and lodging not to exceed \$600.00, also travel in a County Vehicle.

RESULT: Approved (UNANIMOUS)

MOVER: District 2 Supervisor Shaw

SECONDER: District 3 Supervisor Clark

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

H) Parks & Recreation

I) Inventory Clerk

1. Motion to approve the removal of the attached assets as they are broken beyond repair, hold no value to the county and will be discarded, sent to auction or returned to the vendor.

RESULT: Approved (UNANIMOUS)

MOVER: District 3 Supervisor Clark

SECONDER: District 2 Supervisor Shaw

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

J) Comptroller

1. Motion to approve the budget amendments for November 3, 2025.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 4 Board President Adam

SECONDER: District 2 Supervisor Shaw

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

2. Motion to approve the docket of claims for November 3, 2025, in the amount of \$1,556,422.93.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 3 Supervisor Clark

SECONDER: District 2 Supervisor Shaw

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

3. Motion to ratify the interest payment to Regions Bank in the amount \$8,668.75. This was the interest payment due on the GO Bond Series 2017.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 4 Board President Adam

SECONDER: District 3 Supervisor Clark

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

4. Motion to approve the following interfund transfers:
a. Transfer \$50,000 into the Fleet Maintenance fund, of that \$33,000 from the Road Maintenance fund, \$14,000 from the General fund, and \$3,000 from the Seawall fund.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 2 Supervisor Shaw

SECONDER: District 3 Supervisor Clark

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

K) Board Secretary

1. Motion to approve the Regular Meeting Minutes of Monday, October 20, 2025, at 9:00 a.m.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 1 Supervisor Graham

SECONDER: District 2 Supervisor Shaw

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty
Adam, DarrinBo Ladner

EXCUSED:

8. Elected/Appointed Agendas

A) Sheriff's Office

1. Motion to approve travel for Jonas Marnick to go to a class in Baton Rouge, LA on December 09 – 12, 2025. He will need a check for advanced per diem \$272.00, hotel \$394.68 and tuition \$1,375.00.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 1 Supervisor Graham

SECONDER: District 2 Supervisor Shaw

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty
Adam, DarrinBo Ladner

EXCUSED:

2. Motion to spread on the Minutes, acknowledgment of the receipt of the monthly inmate meal log from the Hancock County Adult Detention Center for the month of October 2025, as on file with the County Administrator, pursuant to Mississippi State Statute 19-25-74.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 2 Supervisor Shaw

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty
Adam, DarrinBo Ladner

EXCUSED:

3. Motion to approve travel for Fred Eagan, Shawn Riley and Patrick Crowe for a class in Houma, Louisiana on December 8 – 12, 2025. They will need advanced per diem of \$340.00, hotel \$695.00 per room and tuition is free.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 3 Supervisor Clark

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

4. Motion to spread on the Minutes the following personnel changes:
a. Transfer Luke Taylor from Correction Officer to Deputy, at a rate of \$23.22 per hour, effective November 02, 2025.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 1 Supervisor Graham

SECONDER: District 3 Supervisor Clark

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

5. Motion to approve Smoke & Geaux BBQ to utilize the county parking lot to distribute food plates in conjunction with a benefit for a cancer benefit for a county employee at a later date to be determined. This event will take place in the evening and not disrupt any county business. Smoke & Geaux BBQ is fully licensed and insured.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 2 Supervisor Shaw

SECONDER: District 3 Supervisor Clark

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

6. Motion to spread on the Minutes the following personnel changes:
a. Add Sean Esque top payroll as full-time Correction Officer, rate of pay of \$17.48 per hour, effective November 03, 2025.
b. Remove Malcom McDonald from payroll, effective October 30, 2025.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 3 Supervisor Clark

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

7. Motion to approve the advertisement for a reverse auction to purchase (4) patrol vehicles.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 2 Supervisor Shaw

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

B) Tax Assessor

C) Circuit Clerk

D) County Court

E) Youth Court/Family Treatment Court

F) Chancery Clerk

G) County Engineer

1. Motion to spread on Minutes the following ROW Requests:
 - a. Kiln Utility and Fire District to install water service at 6280 Crazy Horse Drive, Kiln, Mississippi,
 - b. Kiln Utility Fire District to install water service at 7591 Firetower Road, Kiln, Mississippi.

RESULT: Approved (UNANIMOUS)

MOVER: District 3 Supervisor Clark

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty
Adam, DarrinBo Ladner

EXCUSED:

2. Motion to spread on the Minutes, Addendum No. 1 for McLeod Park Bulkhead Improvements Phase 1. (This addendum changes the bid opening date from November 3, 2025, to November 17, 2025).

RESULT: Approved (UNANIMOUS)

MOVER: District 4 Board President Adam

SECONDER: District 2 Supervisor Shaw

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty
Adam, DarrinBo Ladner

EXCUSED:

3. Motion to authorize the Board President and County Personnel to execute all documents required for PS&E Assembly and CE&I Contract for Santa Rosa Pathway.

RESULT: Approved (UNANIMOUS)

MOVER: District 4 Board President Adam

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

4. Motion to approve and authorize the Board President to sign Task Order No. 14 for the South Beach Boulevard Box Culvert Project.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 1 Supervisor Graham

SECONDER: District 2 Supervisor Shaw

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

5. Motion to approve and authorize the Board President to sign the Full and Final Settlement Letter for Lakeshore Resurfacing Phase I Project in the amount of \$16,990.34.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 1 Supervisor Graham

SECONDER: District 2 Supervisor Shaw

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

H) Road Manager

2. Motion to approve placing a 4-way stop at Caesar Necaize Road, LeeTown Road and Anner Road.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 2 Supervisor Shaw

SECONDER: District 3 Supervisor Clark

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

1. Motion to approve and spread on the Minutes the 2025-2026 road paving list.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 3 Supervisor Clark

SECONDER: District 2 Supervisor Shaw

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

I) Grant Administrator

1. Motion to approve and authorize the Board President to execute Amendment No. 3 of the Master Services Agreement with DCMC, LLC for pre-positioned disaster consulting services.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 4 Board President Adam

SECONDER: District 2 Supervisor Shaw

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty
Adam, DarrinBo Ladner

EXCUSED:

2. Motion to approve and authorize the Board President to execute the construction closeout package for the Taxilane Sierra project (R109-023-06-KCR).

RESULT: **Approved (UNANIMOUS)**

MOVER: District 3 Supervisor Clark

SECONDER: District 2 Supervisor Shaw

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty
Adam, DarrinBo Ladner

EXCUSED:

3. Motion to approve and authorize the Board President to execute a Request for Cash No. 19 for the Taxilane Sierra project in the amount of \$55,484.86.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 2 Supervisor Shaw

SECONDER: District 4 Board President Adam

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty
Adam, DarrinBo Ladner

EXCUSED:

4. Motion to approve and authorize the Board President to execute the MDA-DRD Grant Closeout Package for the Taxilane Sierra project (R109-023-06-KCR) consisting of the following:

- a. Certificate of Completion
- b. Recipient Performance Certification Report
- c. Ethnic Beneficiary Information for Grant and Emergency Projects
- d. Outstanding Claimants List (No outstanding claimants identified)
- e. Inventory and Program Income Form
- f. Certificate of Recipient Compliance
- g. Agreement Relative to Closeout of Disaster Recovery Division Grant Programs

RESULT: **Approved (UNANIMOUS)**

MOVER: District 4 Board President Adam

SECONDER: District 3 Supervisor Clark

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty
Adam, DarrinBo Ladner

EXCUSED:

5. Motion to approve and authorize the Board President to execute Request for Cash No. 20 (Final Pay Request) in the amount of \$2,500.00.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 4 Board President Adam

SECONDER: District 2 Supervisor Shaw

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

6. Motion to authorize a wire transfer or other appropriate payment as necessary to be performed today in the amount of \$9,173,850.00 to the U.S. Army Corps of Engineers for the Hancock County, Coast-Wide Beach and Dune Ecosystem Restoration.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 4 Board President Adam

SECONDER: District 3 Supervisor Clark

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

7. Motion to approve and authorize the Board President to execute the Corrective Action Letter No. 1 from MDEQ from MCWI Agreement No. 276-2-SW-5.6.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 2 Supervisor Shaw

SECONDER: District 4 Board President Adam

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

J) County Administrator

1. Motion to spread on the Minutes the Proclamation from Governor Tate Reeves declaring the following office closures for Thanksgiving, Christmas and New Year: Thursday, November 27, 2025, and Friday, November 28, 2025, in observance of Thanksgiving Day; Thursday, December 25, 2025, and Friday, December 26, 2025, in observance of Christmas Day; and Thursday, January 1, 2026, and Friday, January 2, 2026, in observance of New Year's Day.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 2 Supervisor Shaw

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

2. Motion to ratify the County Administrator's signature, and spread on the Minutes, the letter to the Mississippi Department of Revenue regarding Bud & Burger's contest for a beer permit during Stennis Day in the Bay on November 8, 2025.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 3 Supervisor Clark

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

3. Motion to authorize the Board President's signature on the Resolution of the Hancock County Board of Supervisors for the Western Regional Wastewater Treatment Facility Expansion Project.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 4 Board President Adam

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

5. Motion to spread on the Minutes the re-issuance of the attached checks that were written on Tim Kellar's redemption account, which is now closed.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 3 Supervisor Clark

SECONDER: District 2 Supervisor Shaw

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

4. Discussion regarding a request for a contribution in the amount of \$1,000.00 from the Friends of Valena C. Jones to purchase a plaque. After the vote, the record shows an approval, contingent upon the County Attorney's review and final approval. The record shows an approval, contingent upon the County Attorney's review and final approval.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 4 Board President Adam

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam, DarrinBo Ladner

EXCUSED:

K) County Attorney

1. Motion to approve and authorize signatures on the final edited version of the previously approved Interlocal Agreement between Hancock County and Hancock County Regional Solid Waste Management Authority for Hancock County to hire and provide a Solid Waste Enforcement Officer, as approved by the County Attorney.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 4 Board President Adam

SECONDER: District 2 Supervisor Shaw

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty
Adam, DarrinBo Ladner

EXCUSED:

9. Supervisors Items

A) District 1

B) District 2

C) District 3

D) District 4

E) District 5

10. Public Comment

Julie Hill, 175 Brady Drive, future address 27882 White Cypress Lakes, spoke to the Board. She is working with Mr. Randy Green, president of the POA. The property has been subdivided from 10 acres into 3 lots. She is lot C. She encountered a problem when Mr. Green tried to get a permit to build on the property. Mr. Randy Green's application to amend the plat was denied by Planning and Zoning. An issue was brought up regarding Statue 17. She needs guidance on what needs to be done to be able to build on her property. She is requesting help. Gary Yarborough, stated the application submitted by Mr. Green was to re-subdivide to amend a plat. After subdivisions are approved, a subdivision plat is filed in the Chancery Clerk's office to amend the recorded plat. Written permission of all property owners adjacent to the property is required. There are two avenues to amend a recorded plat. The Board does not have the authority to approve an amendment to that plat. An action needs to be filed in Chancery Court to amend

the plat. The Chancery Clerk suggested she have an attorney and tell them to reference Statute 19-27-31. She will work with Tiffany Cowman, Chancery Clerk, on a solution.

11. Executive Session

A) Motion to Enter into a Closed Session to determine the appropriateness of an Executive Session concerning potential litigation with Prasha Johnson.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 2 Supervisor Shaw

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam,
DarrinBo Ladner

EXCUSED:

B) Motion to Enter into an Executive Session concerning potential litigation with Prasha Johnson.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 2 Supervisor Shaw

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam,
DarrinBo Ladner

EXCUSED:

C) Motion to Exit the Executive Session with Action Taken.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 2 Supervisor Shaw

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam,
DarrinBo Ladner

EXCUSED:

D) Motion to authorize payment and execution of a settlement and release with Prasha Johnson in the amount of \$3,043.64.

RESULT: **Approved (UNANIMOUS)**

MOVER: District 2 Supervisor Shaw

SECONDER: District 1 Supervisor Graham

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam,
DarrinBo Ladner

EXCUSED:

12. Adjourn/Recess

RESULT: **Approved (UNANIMOUS)**

MOVER: District 3 Supervisor Clark

SECONDER: District 4 Board President Adam

AYES: Donald Graham, Greg Shaw, Chuck Clark, Scotty Adam,
DarrinBo Ladner

EXCUSED:

The Minutes of the November 3, 2025 meeting have been read and approved.

Supervisor Scotty Adam, President

NOTICE TO INCREASE THE ASSESSMENT OF REAL/PERSONAL PROPERTY

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

Assessed to SEE ATTACHED REPORT.

In _____ Road District _____ School District _____ Municipality _____

To the Board of Supervisors of Hancock County, Mississippi:

Now comes Jimmie Ladner, Jr. and gives notice as required by Section 27-35-147, Code of 1972, that the assessment of the property herein described should be increased; the said property being assessed on the REAL Property Assessment Roll of said County.

The undersigned recommends that the assessment of the said property should be INCREASED as shown below:

Page	Line	Parcel Number	Land Value	Improvements	Total Value	Total Increase
						92,868

Reason for increase: SEE ATTACHED LIST
Witness my signature this the 17th day of NOVEMBER, 2025.


(Signature of Officer)

ASSESSOR/TAX COLLECTOR
(Title of Officer)

Acceptance by Tax Payer: _____ Date: _____

And it affirmatively appearing to this board:

1. That the Clerk of this Board has given the required notice to said owner to the last known address, by mail, more than ten days before this meeting, as directed by the Order of this Board; and who appeared an presented objections (or failed to appear);

2. That the said owner has, in writing, agreed to the increase, waived notice, entered appearance before this Board and requested that the assessment be made final;
And the Board having heard the evidence, and carefully considered the same, and being satisfied that the said assessment should be increased, as herein set forth;

IT IS, THEREFORE, ORDERED AND ADJUDGED by this Board that an increase in the said original assessment be and is hereby made ad finally approved as follows:

The amount at Page _____, Line _____, be increased from \$ _____ to \$ _____.

IT IS FURTHER ORDERED, that the Clerk of this Board is hereby directed and commanded to certify two copies of this order to the Department of Revenue, as required by Section 27-35-149.
ORDERED AND ADJUDGED the 17TH day of NOVEMBER, 2025.


President of the Board

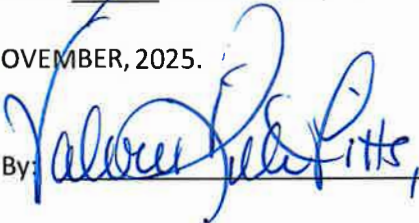


CLERK'S CERTIFICATE

I, Tiffany Cowan, Clerk of the Board of Supervisors of Hancock County, State of Mississippi, do hereby certify that the foregoing is a true and correct transcript of an order of said Board of Supervisors, passed on the 17TH day of NOVEMBER, 2025 as the same appears on Page _____ of Minute Book _____ of said Board, now on file in the office of said Clerk in the City of Bay St. Louis of Hancock in said County.

Witness my hand and official seal this the 17TH day of NOVEMBER, 2025.

Clerk of the Board of Supervisors of Said County

By: 



PETITION FOR REDUCTION OF ASSESSMENT

Property of SEE ATTACHED REPORT School Dist. _____ Road Dist. _____

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Now comes Jimmie Ladner, Jr. and applies for a reduction in the assessments against the petitioners on the REAL/PERSONAL PROPERTY Assessment Roll for the year 2025.

PER ATTACHED FORM 60-606 TOTAL: 30,727

AFFIDAVIT FOR CHANGE

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Page	Line	Parcel Land	Improvement	Total Value	Change

Owner _____ Reason for Change SEE ATTACHED REPORT

Application is hereby made by, or on behalf of, the taxpayer named for change or reduction of assessment, and the parties signed below swear to and certify that all facts stated are true.

AFFIANT TAX PAYER

Witness my signature this the 17TH day of NOVEMBER, 2025.

TAX ASSESSOR Jimmie Ladner Jr.

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

ORDER

It appearing to the Board of Supervisors from evidence, both oral and documentary, offered in support of said application that the assessment should be changed or reduced;

IT IS, THEREFORE, ORDERED by the Board of Supervisors of Hancock County, Mississippi, that a total reduction of the assessment on said roll of \$ _____ and said changes being for the tax year 2025.

IT IS FURTHER ORDERED that the Clerk of this Board certify two copies of this order to the Department of Revenue. The Clerk of this Board is hereby authorized and directed to change the Original Assessment Roll in his office, and the Tax Collector of this County is hereby authorized and directed to change the copy in his possession to conform with the provisions of this order, and the Tax Collector be given the proper credit therefor, including district taxes, and Homestead Exemption, if any be adjusted.

ORDERED AND ADJUDGED THIS THE 17TH day of NOVEMBER, 2025.

Scott Ad
President of Board of Supervisors



CLERK'S CERTIFICATE

I, Tiffany Cowan, Clerk of the Board of Supervisors of HANCOCK COUNTY, State of Mississippi, do hereby certify that the foregoing is a true and correct transcript of an order of said Board of Supervisors, passed on the 17TH day of NOVEMBER, 2025 as the same appears on Page 7 of Minute Book 4 of said Board, now on file in the office of said Clerk in the City of Bay St. Louis of Hancock in said County.

Witness my hand and official seal, this the 17TH day of NOVEMBER, 2025.

Tiffany Cowan
Clerk of the Board of Supervisors of said County



DATE: 11/12/2025
TIME: 8:03:34

HANCOCK COUNTY
BOARD ORDER CHANGES FOR:
10/01/2025 THROUGH 10/31/2025

<u>PARCEL NUMBER</u>	<u>PROPERTY OWNER NAME</u>	<u>LAND VALUE</u>	<u>IMP VALUE</u>	<u>TOTAL VALUE</u>
011 -0-11-006.003	LADNER TYRON P	3,463	8,717	12,180
		3,463	8,717	12,180
	NO VALUE CHANGE	0	0	0
012 -0-10-003.001	SHAW JASON H	4,200	19,397	23,597
		4,200	19,397	23,597
	NO VALUE CHANGE	0	0	0
013 -0-07-004.006	JORDAN TIMOTHY V	2,667	18,384	21,051
		2,667	18,384	21,051
	NO VALUE CHANGE	0	0	0
023 -0-06-007.000	HELLMERS ROBERT E JR ETUX	3,614	5,288	8,902
		3,614	5,288	8,902
	NO VALUE CHANGE	0	0	0
024 -0-18-022.000	MACE SARAH ETVIR	6,510	21,882	28,392
		6,510	21,882	28,392
	NO VALUE CHANGE	0	0	0
024 -0-19-005.001	BURLEY WILLIAM R	188	232	420
		188	232	420
	NO VALUE CHANGE	0	0	0
027U-0-35-079.000	ROBERTS MATTHEW ETUX	2,983	9,167	12,150
		2,983	9,167	12,150
	NO VALUE CHANGE	0	0	0
027V-1-36-003.000	MALLETTE JAMES B (TODD)	3,479	2,748	6,227
		3,479	2,748	6,227
	NO VALUE CHANGE	0	0	0
028 -0-27-010.000	LEE ROLAND JR ETUX	3,253	21,724	24,977
		3,253	21,724	24,977
	NO VALUE CHANGE	0	0	0
029 -0-30-017.004	BRANDON TODD JR ETAL	2,380	17,241	19,621
		2,380	17,241	19,621
	NO VALUE CHANGE	0	0	0
035 -0-22-030.000	MEIER PULA D	2,228	872	3,100
		2,228	872	3,100
	NO VALUE CHANGE	0	0	0
035 -0-22-034.001	MEIER PULA D	0	0	0
		3,086	4,690	7,776
	ADDED VALUE	3,086	4,690	7,776
035 -0-22-034.001	MEIER PULA D	3,263	4,690	7,953
		3,263	4,690	7,953
	NO VALUE CHANGE	0	0	0
036 -0-24-009.000	PARRISH MICHAEL S	1,680	4,420	6,100
		1,680	4,420	6,100
	NO VALUE CHANGE	0	0	0

DATE: 11/12/2025
TIME: 8:03:34

HANCOCK COUNTY
BOARD ORDER CHANGES FOR:
10/01/2025 THROUGH 10/31/2025

PAGE: 2

<u>PARCEL NUMBER</u>	<u>PROPERTY OWNER NAME</u>	<u>LAND VALUE</u>	<u>IMP VALUE</u>	<u>TOTAL VALUE</u>
036U-0-23-008.000	MEEKER DANIELLE ETAL	3,113	14,592	17,705
		3,113	14,592	17,705
	NO VALUE CHANGE	0	0	0
038 -0-27-002.000	MEIER PULA D	0	0	0
		258	0	258
	ADDED VALUE	258	0	258
038 -0-27-002.000	MEIER PULA D	255	0	255
		255	0	255
	NO VALUE CHANGE	0	0	0
041V-1-12-017.000	FREEMAN COLIN C	1,622	8,054	9,676
		1,622	8,054	9,676
	NO VALUE CHANGE	0	0	0
043T-0-06-095.000	BENTRUM SHERMAN L & ETUX	1,380	5,185	6,565
		1,380	5,185	6,565
	NO VALUE CHANGE	0	0	0
044 -0-20-008.006	OWENS JAMES	2,885	13,099	15,984
		2,885	13,099	15,984
	NO VALUE CHANGE	0	0	0
052 -0-09-001.001	ELLIS BERTRAND	1,602	9,008	10,610
		1,602	9,008	10,610
	NO VALUE CHANGE	0	0	0
056 -0-23-008.005	BROWN DAVID L ETAL	2,527	2,301	4,828
		2,527	2,301	4,828
	NO VALUE CHANGE	0	0	0
057 -0-36-009.000	LADNER PRESTON J (RTODD)	8,040	0	8,040
		8,040	0	8,040
	NO VALUE CHANGE	0	0	0
058 -0-27-023.001	LADNER JAMES E JR	3,354	5,251	8,605
		3,354	5,251	8,605
	NO VALUE CHANGE	0	0	0
059 -0-29-003.005	LEE SIBLEY (LIFE ESTATE)	2,058	9,104	11,162
		2,058	9,104	11,162
	NO VALUE CHANGE	0	0	0
061 -0-02-008.002	LANCASTER THOMAS W	4,665	14,141	18,806
		4,665	14,141	18,806
	NO VALUE CHANGE	0	0	0
062 -0-10-014.010	BRATHWAITE JERRY R ETAL	4,297	32,215	36,512
		4,297	32,215	36,512
	NO VALUE CHANGE	0	0	0
062 -0-10-015.002	PATTON MARY A	3,600	28,584	32,184
		3,600	28,584	32,184
	NO VALUE CHANGE	0	0	0

DATE: 11/12/2025
TIME: 8:03:34

HANCOCK COUNTY
BOARD ORDER CHANGES FOR:
10/01/2025 THROUGH 10/31/2025

PAGE: 3

<u>PARCEL NUMBER</u>	<u>PROPERTY OWNER NAME</u>	<u>LAND VALUE</u>	<u>IMP VALUE</u>	<u>TOTAL VALUE</u>
063 -0-06-051.001	NECAISE MARY MORAN ETAL	5,850	0	5,850
	REDUCED VALUE	182	0	182
		5,668-	0	5,668-
063 -0-08-010.002	WEBB AARON M ETUX	1,600	1,916	3,516
	NO VALUE CHANGE	1,600	1,916	3,516
		0	0	0
064 -0-20-015.003	SPIERS JUSTIN B	2,600	3,066	5,666
	NO VALUE CHANGE	2,600	3,066	5,666
		0	0	0
066 -0-23-005.003	DYE RICHARD	1,900	9,796	11,696
	NO VALUE CHANGE	1,900	9,796	11,696
		0	0	0
067E-1-26-011.000	MEAGHER PAUL T ETAL	1,200	13,749	14,949
	NO VALUE CHANGE	1,200	13,749	14,949
		0	0	0
067E-2-26-121.000	MURPHY NICHOLAS J ETAL	1,200	12,769	13,969
	NO VALUE CHANGE	1,200	12,769	13,969
		0	0	0
067G-1-25-017.000	PROCTOR STANLEY G ETAL	1,013	10,408	11,421
	NO VALUE CHANGE	1,013	10,408	11,421
		0	0	0
067G-1-25-282.000	MEYER JOHN	600	7,158	7,758
	NO VALUE CHANGE	600	7,158	7,758
		0	0	0
067G-3-25-014.000	LANGFORD GWEN	1,200	18,260	19,460
	NO VALUE CHANGE	1,200	18,260	19,460
		0	0	0
067H-2-25-188.000	VELLON CARLOS I	675	8,715	9,390
	NO VALUE CHANGE	675	8,715	9,390
		0	0	0
067H-2-25-329.000	MOLIERE LINCOY ETAL	675	13,944	14,619
	NO VALUE CHANGE	675	13,944	14,619
		0	0	0
067J-3-36-124.000	FLETCHER JOHN G ETUX	0	0	0
	ADDED VALUE	2,400	19,403	21,803
		2,400	19,403	21,803
067K-1-36-010.000	BABIN PATRICIA A	675	8,798	9,473
	NO VALUE CHANGE	675	8,798	9,473
		0	0	0
067K-2-36-027.000	HULBERT MARK S ETAL	5,500	17,479	22,979
	NO VALUE CHANGE	5,500	17,479	22,979
		0	0	0

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<u>PARCEL NUMBER</u>	<u>PROPERTY OWNER NAME</u>	<u>LAND VALUE</u>	<u>IMP VALUE</u>	<u>TOTAL VALUE</u>
067L-0-35-125.000	BEARD CARL ETUX	0	0	0
	ADDED VALUE	4,000	15,646	19,646
		4,000	15,646	19,646
067N-2-35-051.000	KULPEKSA JOSEPH M ETAL	4,000	30,291	34,291
	NO VALUE CHANGE	4,000	30,291	34,291
		0	0	0
067R-1-36-132.000	ENGLISH ROBERT D ETUX	5,500	33,794	39,294
	NO VALUE CHANGE	5,500	33,794	39,294
		0	0	0
067R-1-36-182.000	MILLER JOSEPH ETAL	1,200	17,502	18,702
	NO VALUE CHANGE	1,200	17,502	18,702
		0	0	0
067R-2-36-079.000	MARSHALL WILLIAM R	7,125	21,055	28,180
	REDUCED VALUE	4,750	14,037	18,787
		2,375-	7,018-	9,393-
067R-2-36-079.000	MARSHALL WILLIAM R	0	0	0
	ADDED VALUE	4,750	10,914	15,664
		4,750	10,914	15,664
068J-1-41-028.000	DAMIENS JEREMY LEE ETAL	1,200	15,572	16,772
	NO VALUE CHANGE	1,200	15,572	16,772
		0	0	0
068J-1-41-158.000	GALBRETH KATRICE R	1,200	14,667	15,867
	NO VALUE CHANGE	1,200	14,667	15,867
		0	0	0
068J-1-41-291.000	AUTHEMENT DOUGLAS J JR ETUX	1,200	15,259	16,459
	NO VALUE CHANGE	1,200	15,259	16,459
		0	0	0
068R-2-41-090.000	COVINGTON WILLIAM M III ETAL	1,200	13,193	14,393
	NO VALUE CHANGE	1,200	13,193	14,393
		0	0	0
068R-3-41-169.000	NIEVES DANIELLE L	1,200	9,561	10,761
	NO VALUE CHANGE	1,200	9,561	10,761
		0	0	0
068T-0-28-031.000	SEYMOUR DAVID E	1,680	8,977	10,657
	NO VALUE CHANGE	1,680	8,977	10,657
		0	0	0
068T-0-28-034.001	MARTINEZ FELIX JR ETAL	1,618	10,399	12,017
	NO VALUE CHANGE	1,618	10,399	12,017
		0	0	0
069 -0-31-013.000	AUNT GIN'S LLC	171	0	171
	NO VALUE CHANGE	171	0	171
		0	0	0

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<u>PARCEL NUMBER</u>	<u>PROPERTY OWNER NAME</u>	<u>LAND VALUE</u>	<u>IMP VALUE</u>	<u>TOTAL VALUE</u>
069 -0-31-013.002	AUNT GIN'S LLC	740	0	740
		740	0	740
	NO VALUE CHANGE	0	0	0
069 -0-31-013.003	AUNT GIN'S LLC	4,974	2,230	7,204
		4,974	2,230	7,204
	NO VALUE CHANGE	0	0	0
069 -0-39-009.018	MORGAN MARK W	11,730	57,801	69,531
		11,730	57,801	69,531
	NO VALUE CHANGE	0	0	0
069 -0-39-009.020	LANGLEY CHARLES ETAL	5,400	36,198	41,598
		5,400	36,198	41,598
	NO VALUE CHANGE	0	0	0
071 -0-11-011.001	LIGHTELL LORI	2,400	3,931	6,331
		2,400	3,931	6,331
	NO VALUE CHANGE	0	0	0
072 -0-03-001.000	CUEVAS DEALUS W	2,645	8,002	10,647
		2,645	8,002	10,647
	NO VALUE CHANGE	0	0	0
121 -0-01-001.000	SILAS DAVID A ETAL	3,956	39,777	43,733
		3,956	39,777	43,733
	NO VALUE CHANGE	0	0	0
131C-1-13-082.000	LAFONTAINE CHRISTOPHER W ETAL	1,200	12,908	14,108
		1,200	12,908	14,108
	NO VALUE CHANGE	0	0	0
131D-1-13-019.000	KEMPER LEONARD II ETAL	1,200	19,620	20,820
		1,200	19,620	20,820
	NO VALUE CHANGE	0	0	0
131D-2-13-107.000	TALIAFERRO JUSTIN C ETAL	1,800	24,299	26,099
		1,800	24,299	26,099
	NO VALUE CHANGE	0	0	0
132A-1-03-101.000	NAUMAN STEPHEN M	1,800	17,370	19,170
		1,800	17,370	19,170
	NO VALUE CHANGE	0	0	0
132G-2-03-121.000	CLARK LIONEL V	1,800	13,954	15,754
		1,800	13,954	15,754
	NO VALUE CHANGE	0	0	0
132R-0-10-044.000	AFM INVESTMENTS LLC	3,750	44,100	47,850
		3,750	44,100	47,850
	NO VALUE CHANGE	0	0	0
132R-0-10-181.000	SMITH JOHN E ETUX	7,725	0	7,725
		7,725	0	7,725
	NO VALUE CHANGE	0	0	0

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<u>PARCEL NUMBER</u>	<u>PROPERTY OWNER NAME</u>	<u>LAND VALUE</u>	<u>IMP VALUE</u>	<u>TOTAL VALUE</u>
133 -0-06-002.000	AUNT GIN'S LLC	251	430	681
		251	430	681
	NO VALUE CHANGE	0	0	0
133 -0-06-003.000	AUNT GIN'S LLC	109	0	109
		109	0	109
	NO VALUE CHANGE	0	0	0
135M-0-39-236.000	CAYLOR JULIE	5,250	9,829	15,079
	HOME HAS INTERIOR DAMAGE	5,250	7,230	12,480
	REDUCED VALUE	0	2,599-	2,599-
135M-0-39-350.000	MUNNA JASON ETUX	3,000	13,403	16,403
		3,000	13,403	16,403
	NO VALUE CHANGE	0	0	0
135R-0-46-050.000	WITHERS RONALD S ETAL	4,500	33,512	38,012
		4,500	33,512	38,012
	NO VALUE CHANGE	0	0	0
136P-0-42-042.000	COX PENNY C	465	13,770	14,235
		465	13,770	14,235
	NO VALUE CHANGE	0	0	0
137A-0-45-118.000	LAMIER ANDREW ETAL	4,312	15,687	19,999
		4,312	15,687	19,999
	NO VALUE CHANGE	0	0	0
137B-1-25-047.000	LENHARD FRANK T JR ETAL	2,402	12,411	14,813
		2,402	12,411	14,813
	NO VALUE CHANGE	0	0	0
137F-2-26-011.000	DAVIS ETHEL CURINE	8,745	15,519	24,264
		8,745	15,519	24,264
	NO VALUE CHANGE	0	0	0
137H-0-45-054.000	HUDGENS GARY JR ETAL	1,902	7,687	9,589
		1,902	7,687	9,589
	NO VALUE CHANGE	0	0	0
137H-0-45-148.019	ANDERSON ARTHUR ETAL	1,500	7,474	8,974
		1,500	7,474	8,974
	NO VALUE CHANGE	0	0	0
137H-0-45-148.026	VAN BUREN MESHA T	1,500	7,997	9,497
		1,500	7,997	9,497
	NO VALUE CHANGE	0	0	0
137K-1-44-092.000	SMITH LARRY JR	3,842	5,831	9,673
		3,842	5,831	9,673
	NO VALUE CHANGE	0	0	0
137M-2-35-027.000	CHANG ALEX ETAL	2,475	18,989	21,464
		2,475	18,989	21,464
	NO VALUE CHANGE	0	0	0

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<u>PARCEL NUMBER</u>	<u>PROPERTY OWNER NAME</u>	<u>LAND VALUE</u>	<u>IMP VALUE</u>	<u>TOTAL VALUE</u>
137N-0-35-021.000	NECAISE TARAH M	1,463	6,989	8,452
		1,463	6,989	8,452
	NO VALUE CHANGE	0	0	0
137P-1-35-021.000	STRONG CHRISTOPHER A	3,662	12,103	15,765
		3,662	12,103	15,765
	NO VALUE CHANGE	0	0	0
137P-2-35-041.000	URBINA ARGENTINA M	0	0	0
		3,094	7,580	10,674
	ADDED VALUE	3,094	7,580	10,674
137P-2-35-082.000	SEAL OREN M (LIFE ESTATE)	3,000	4,616	7,616
		3,000	4,616	7,616
	NO VALUE CHANGE	0	0	0
137P-2-35-082.000	SEAL OREN M (LIFE ESTATE)	3,000	4,616	7,616
		4,800	2,690	7,490
	REDUCED VALUE	1,800	1,926-	126-
137Q-0-36-163.001	CHOINA KIMBERLY A	2,208	9,510	11,718
		2,208	9,510	11,718
	NO VALUE CHANGE	0	0	0
138A-0-46-104.000	MACHADO-DROZ AMARILYS ETAL	2,600	13,900	16,500
		2,600	13,900	16,500
	NO VALUE CHANGE	0	0	0
138E-0-28-243.000	MONTGOMERY DARA	150	0	150
		0	0	0
	REDUCED VALUE	150-	0	150-
138L-0-33-327.000	LUXICH JOHN D ETUX	1,200	7,231	8,431
		1,200	7,231	8,431
	NO VALUE CHANGE	0	0	0
138N-1-33-123.000	BRIDGES CARRIE	400	9,729	10,129
	ERROR IN ASSESSMENT	400	8,705	9,105
	REDUCED VALUE	0	1,024-	1,024-
138N-1-33-189.000	JEM LLC	9,000	0	9,000
	SALE PRICE ADJUSTMENT	4,800	0	4,800
	REDUCED VALUE	4,200-	0	4,200-
138N-1-33-190.000	JEM LLC	4,500	0	4,500
	SALE PRICE ADJUSTMENT	3,000	0	3,000
	REDUCED VALUE	1,500-	0	1,500-
138N-2-33-005.000	THORNTON LINDA F ETVIR	0	0	0
		910	5,722	6,632
	ADDED VALUE	910	5,722	6,632
138P-0-33-100.001	MARSHALL WILLIAM R	1,200	7,626	8,826
		1,800	11,439	13,239
	ADDED VALUE	600	3,813	4,413

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<u>PARCEL NUMBER</u>	<u>PROPERTY OWNER NAME</u>		<u>LAND VALUE</u>	<u>IMP VALUE</u>	<u>TOTAL VALUE</u>
138R-0-34-122.000	BELL AUSTIN B ETAL		837	3,693	4,530
			837	3,693	4,530
		NO VALUE CHANGE	0	0	0
144N-0-19-092.000	ELLISON LEA M		2,880	8,131	11,011
			2,880	8,131	11,011
		NO VALUE CHANGE	0	0	0
149D-2-21-032.000	REISCH GAY G		5,145	20,985	26,130
			5,145	20,985	26,130
		NO VALUE CHANGE	0	0	0
149E-0-29-088.000	MELLON MARK A ETAL		15,900	27,546	43,446
			15,900	27,546	43,446
		NO VALUE CHANGE	0	0	0
149F-0-29-152.000	HAND WILLIAM P ETAL		8,998	15,042	24,040
			8,998	15,042	24,040
		NO VALUE CHANGE	0	0	0
149F-0-29-248.000	CARTER MARK B		12,900	14,638	27,538
			12,900	14,638	27,538
		NO VALUE CHANGE	0	0	0
149N-0-30-205.801	MONROE JAMES T ETUX		3,750	9,180	12,930
			3,750	9,180	12,930
		NO VALUE CHANGE	0	0	0
161F-0-02-115.000	NEWMAN WAYNE H JR ETAL		6,000	15,169	21,169
			6,000	15,169	21,169
		NO VALUE CHANGE	0	0	0
162D-1-04-011.000	GUILLOT CHRISTOPHER J ETAL		2,500	13,246	15,746
			2,500	13,246	15,746
		NO VALUE CHANGE	0	0	0
162G-0-03-021.000	NOLAN COREY		1,274	12,822	14,096
			1,274	12,822	14,096
		NO VALUE CHANGE	0	0	0
162J-0-10-071.000	GOETZ GEORGE W ETAL		1,785	10,918	12,703
			1,785	10,918	12,703
		NO VALUE CHANGE	0	0	0
162Q-1-10-159.000	MOORE WILLIAM ETAL		4,447	11,153	15,600
			4,447	11,153	15,600
		NO VALUE CHANGE	0	0	0
163C-0-06-006.000	LEWIS-CORNISH VIDA ERROR IN ASSESSMENT		1,800	15,146	16,946
			2,700	16,423	19,123
		ADDED VALUE	900	1,277	2,177
163C-0-06-033.001	LOWRY HELEN R ERROR IN ASSESSMENT		600	14,892	15,492
			1,400	9,937	11,337
		REDUCED VALUE	800	4,955-	4,155-

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<u>PARCEL NUMBER</u>	<u>PROPERTY OWNER NAME</u>		<u>LAND VALUE</u>	<u>IMP VALUE</u>	<u>TOTAL VALUE</u>
163C-0-06-531.000	SAYERS OLIVER G		900	4,223	5,123
			900	4,223	5,123
		NO VALUE CHANGE	0	0	0
163E-0-06-522.000	HENTON BRIAN		2,700	12,801	15,501
			2,700	12,801	15,501
		NO VALUE CHANGE	0	0	0
163F-0-06-609.001	MORGAN DEON		600	8,478	9,078
			600	8,478	9,078
		NO VALUE CHANGE	0	0	0
163K-0-08-042.000	DAVIS PAUL G		880	7,203	8,083
			880	7,203	8,083
		NO VALUE CHANGE	0	0	0
163M-0-07-283.004	PENTON GASPER		600	7,861	8,461
			600	7,861	8,461
		NO VALUE CHANGE	0	0	0
164E-0-18-104.001	SMITH TIFFANY A		789	7,793	8,582
			789	7,793	8,582
		NO VALUE CHANGE	0	0	0
171H-0-01-048.000	HARTER CHRISTINA ETAL		600	7,777	8,377
			600	7,777	8,377
		NO VALUE CHANGE	0	0	0
171J-0-12-052.001	ROUZAN RONA L		600	7,804	8,404
			600	7,804	8,404
		NO VALUE CHANGE	0	0	0
171R-0-12-034.000	STRONG HAROLD J		900	7,121	8,021
			900	7,121	8,021
		NO VALUE CHANGE	0	0	0
171R-0-12-344.000	TOOLEY ANNISE		600	8,690	9,290
			600	8,690	9,290
		NO VALUE CHANGE	0	0	0
172H-0-03-302.000	FAVRE CINDY		329	11,146	11,475
			329	11,146	11,475
		NO VALUE CHANGE	0	0	0
175 -0-21-006.003	LUTTRELL KEVIN D		500	8,028	8,528
			500	8,028	8,528
		NO VALUE CHANGE	0	0	0
175 -0-22-038.001	MCDOWELL LORI		500	11,182	11,682
			500	11,182	11,682
		NO VALUE CHANGE	0	0	0
184H-1-17-016.000	GOINS RAYMOND A		354	12,045	12,399
			354	12,045	12,399
		NO VALUE CHANGE	0	0	0

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<u>PARCEL NUMBER</u>	<u>PROPERTY OWNER NAME</u>	<u>LAND VALUE</u>	<u>IMP VALUE</u>	<u>TOTAL VALUE</u>
184J-1-19-050.000	BOUNDS BERLIN W	355	2,852	3,207
		355	2,852	3,207
		NO VALUE CHANGE	0	0
185G-1-19-019.000	RAINE BILLY R SR	0	0	0
		300	3,525	3,825
		ADDED VALUE	300	3,525
185G-1-19-019.000	RAINE BILLY R SR	450	5,287	5,737
		300	3,525	3,825
		REDUCED VALUE	150-	1,762-
185G-1-19-021.001	BOUTWELL LORRAINE B	587	7,665	8,252
		587	7,665	8,252
		NO VALUE CHANGE	0	0
188C-1-20-024.012	REIS LISA	450	10,194	10,644
		450	10,194	10,644
		NO VALUE CHANGE	0	0
		336,554	1,452,384	1,788,938
		345,409	1,505,670	1,851,079
	NET VALUE CHANGE	8,855	53,286	62,141
	TOTAL ADDED VALUE	20,298	72,570	92,868
	TOTAL REDUCED VALUE	11,443-	19,284-	30,727-



**LEXIS+®/LEXIS+ AI™ SUBSCRIPTION
AGREEMENT FOR STATE/LOCAL
GOVERNMENT
(NEW SUBSCRIBER VERSION)**

"Subscriber" Name: Hancock County Chancery Clerk

Account Number:

"LN": LexisNexis, a division of RELX Inc.

1. Subscription Agreement

LexisNexis, a division of RELX Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis+ and the materials available therein ("Materials") pursuant to terms set forth in the LexisNexis General Terms and Conditions ("General Terms") and the pricing set forth in the Price Schedule ("Price Schedule") (the General Terms together with the Price Schedule is collectively referred to as the "Subscription Agreement"), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

2. Certification

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	1
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2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 1 ID may be issued to support staff for each Government Professional User accounted for above.

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis+ Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis+ product offering described below. The term of Subscriber's commitment for the Lexis+ product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.2 below (the "Committed Term"). Subscriber may not terminate this Agreement for convenience under General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Agreement during the Committed Term for a material breach by LN that

remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach.

If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

3.2 In exchange for access to the Lexis+ Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
11-03-2025 - 12-31-2025	\$0.00
01-01-2026 - 12-31-2026	\$178.00
01-01-2027 - 12-31-2027	\$187.00

3.3 Some of the Online Services may allow Authorized Users to upload documents within the LN Online Services, known as the Vault ("Vault"). Subscriber may elect to disable the Vault for its Authorized Users by initialing below.

To have the Vault disabled for your Authorized Users, initial here

(Initial)

3.4 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ Content described above at an additional charge ("Out of Plan Materials"). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User's search.

To have Out of Plan Materials available for your Authorized Users, initial here

(Initial)

3.5 Use of Lexis+ under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

3.6 LN may temporarily suspend access to Lexis+ until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before ____.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.

6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

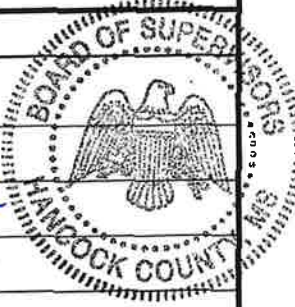
7. Miscellaneous

7.1 This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis+ or by signing below.

7.2 If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Hancock County Chancery Clerk	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:  Printed Name: <u>Scotty Adam</u> Job Title: <u>Board President</u> Date: <u>11/17/2025</u>	

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature: _____ Name: _____ Job Title: _____ Date: _____	
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LEXIS+®/LEXIS+ AI™ SUBSCRIPTION
AGREEMENT FOR STATE/LOCAL
GOVERNMENT
(NEW SUBSCRIBER VERSION)

CUSTOMER INFORMATION (Please type or print):	
Organization Name: (Full Legal Name)	Hancock County Chancery Clerk
Billing Frequency:	☒ Monthly ☐ Annually
Physical Address	
Street Address:	854 Highway 90
City:	Bay Saint Louis
State:	MS
Zip:	39520-2701
County:	Hancock
Telephone:	228-467-5404
Fax:	
Parent Company: (if applicable)	

Type of Organization:

☐ Legislative

☐ Judicial

☐ Executive

Professional User: _____

Practicing Area of Law: _____

Support Staff: _____

Employer Identification Number: _____

Bar No: _____

Issuing State: _____

Date Issued/Expiration Date: _____

Organization Web Address: _____

Tax Exempt: ☒ Yes (attach Sales Tax Exemption Certificate) ☐ No
MSA: ☐ Yes ☒ No

Tax ID No: _____

State Contract No:
(If applicable)
PO No:
(If applicable)

Contacts:

	Name	Telephone	Email
Installation:	TIFFANY COWMAN	228-467-5404	tiffany.cowman@co.hancock.ms.us
Billing:	↓	↓	↓
Policy/Legal Notification:	↓	↓	↓
Scheduling/Training:	↓	↓	↓



LEXIS+®/LEXIS+ AI™ SUBSCRIPTION
AGREEMENT FOR STATE/LOCAL
GOVERNMENT
(NEW SUBSCRIBER VERSION)

Super Admin: TIFFANY COWMAN Name 228-467-5404 Telephone
tiffany.cowman@co.hancock.ms.us Email 109.85.192.162 IP Address

CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached ☐)	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS
TIFFANY COWMAN	CHANCERY CLERK	tiffany.cowman@co. hancock.ms.us	854 Hwy 90 BSL, MS 39520

— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI

Date: February 02, 2023
Letter ID: L1379962816



HANCOCK COUNTY BOARD OF SUPERVISORS
NANCY KELLY, COMPTROLLER
854 HIGHWAY 90 STE A
BAY SAINT LOUIS MS 39520-2701

This letter ruling is based on the specific facts and circumstances that you communicated to the DOR. This ruling is not binding on the DOR if these facts and circumstances are inaccurate, contain a material omission of a relevant fact or facts to the issue(s) presented or if such facts and circumstances change. This letter ruling is also only valid for seven (7) years from the date of this letter. At the end of this seven (7) year period, you are free to update your information and request another letter ruling if you wish. This ruling is only applicable to you or to your client if you are requesting this ruling on behalf of another and can only be relied upon by the person for whom the ruling was requested.

Form # mL0004 v. V10

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Date: February 02, 2023
Letter ID: L1379962816

If the facts and circumstances presented in your request are accurate, complete and do not change for the seven (7) year period indicated above, the person for whom it was requested can rely upon this ruling unless and until there is a change in the law or regulation or the issuance of judicial decision that indicates the ruling is no longer correct or the DOR retracts the ruling. The DOR does reserve the right to retract this ruling if it later determines on its own review that the ruling is incorrect. Such retraction will be in writing and the effect of the retraction will be prospective from the date of the retraction letter.

Sincerely,

Ciera Hill
(601) 923-7029
Mississippi Department of Revenue

00012854001015020200 003



P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # mL0004 v. V10

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Hancock County Board of Supervisors

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☒ Other (see instructions) ▶ **Local Government Entity**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any):
Exemption from FATCA reporting code (if any):

5 Address (number, street, and apt. or suite no.)
854 Highway 90, Suite A

6 City, state, and ZIP code
Bay St Louis, MS 39520

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

OR

Employer identification number

6	4	-	6	0	0	0	4	2	0
---	---	---	---	---	---	---	---	---	---

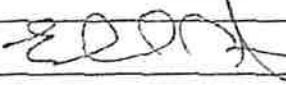
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ **10-10-2014**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
- Certify that you are not subject to backup withholding; or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income; and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ORDER OF BOARD OF SUPERVISORS HANCOCK **COUNTY,**
SETTING FORTH PROPOSED STATE AID PROJECTS FOR
PERIOD JANUARY 1, 2024 **THROUGH** DECEMBER 31, 2027

Pursuant to the provisions of Senate Bill No. 1 of the Extraordinary Session of 1949 and as subsequently amended, herein after referred to as said Act, We, the undersigned members of the Board of Supervisors of HANCOCK County, hereby order that the proposed project(s) listed herein constitute the State Aid Program for HANCOCK County for the period JANUARY 1, 2024 through DECEMBER 31, 2027.

In support of this order, the Board certifies and agrees that:

1. The State Aid System in said County has been designated by the Board and approved by the State Aid Engineer, as required by said Act.
2. The Board has employed a Registered Professional Engineer as County Engineer, who will employ such other competent technical assistant(s), as required, to properly supervise and inspect the work in compliance with the Rules and Regulations of the State Aid Engineer, all as required in said Act.
3. This program, which has been prepared by the County Engineer and approved by this Board, is herewith submitted to the State Aid Engineer for approval.
4. The Board will comply with all applicable Laws, Rules and Regulations in the acquisition of rights-of-way and will maintain the acquired rights-of-way for said project(s) to keep the same free of encroachments such as buildings, fences or any other obstructions. The Board designates GARY YARBOROUGH as its right-of-way acquisition agent for the project(s) herein. The agent's address and phone number is 8458 HIGHWAY 90 BAY ST. LOUIS, MS 39520 PHONE: (228) 467-5771.
5. Counties receiving \$500,000 or more in Federal funds from all projects constructed or being constructed in a Federal Fiscal Year (October 1 - September 30), must have a single audit conducted in accordance with OMB circular A-133.
6. The Board herein affirms its acceptance of the Office of State Aid Road Construction's policy for the accommodation of utilities as stated in S.O.P. No. SA II-2-8 and agrees to coordinate utility facility installation and/or adjustment in a timely manner so as not to impede project development.
7. The Board will maintain the project(s), after completion, in a regular and satisfactory manner subject to the approval of the State Aid Engineer, all as required in said Act.
8. The State Aid Engineer is authorized to effect such transfer of funds as are necessary to pay engineering costs on the project(s), as authorized by Mississippi Code 1972, Section 65-9-15, and in accordance with the Rules and Regulations promulgated by the State Aid Engineer, dated July 1, 2005.
9. The State Aid Engineer is authorized to effect such transfer of funds as are necessary to pay testing expenses incurred PRIOR to the award of Contract on any project(s) included in this program. In the event the Board cancels or withdraws any project(s) included in this program, the Board hereby agrees to reimburse its State Aid Fund for testing charges incurred.

SAP Program for HANCOCK County 3 & 5 Districts

PROJECT PRIORITY NO. _____

1. Project No

2. Road Name KILN DELISLE ROAD AND STANDARD DEDEAUX ROAD

3. Design Classification Rural ☒ Urban ☐ Collector ☒ Local ☐

Federal Route No 104 & 127

4. Project Termini SEE FOLLOWING SHEETS FOR TERMINI OF EACH SITE

5. Project Length 12.27 miles

6. Character of Work MAINTENANCE (OTHER THAN BRIDGE)

7. Design Data

a. Traffic Count (How Determined) SEE FOLLOWING SHEETS FOR COUNT AT EACH SITE

Current ADT _____ VPD _____ Design Year ADT _____ VPD _____ Truck % _____

Traffic Count Required Yes ☐ No ☐Terrain Level Level ☐ Rolling ☐ Design Speed _____ MPH

ROW Existing 100 Ft Proposed 100 Ft

Proposed Roadway Crown Width SEE FOLLOWING SHEETS FOR INFO Ft

Surface Type & Width Existing HOT MIX ASPHALT, 24FT Ft

Proposed HOT MIX ASPHALT, 24FT Ft

Shoulder Width
(Both sides) _____ ftShoulder Type (circle one)
Paved or Unpaved

8. Bridges

a. Structure No(s) N/A Remain in Place ☐

9. Location

a. Mississippi House Legislative District 93 & 95

b. Mississippi Senate Legislative District 46

10. Project Estimated Construction Cost

including Contingencies

a. SAP Funds Requested 100.00 % \$ 2,096,000.00

b. SABP Funds Requested _____ % \$ 2,096,000.00

c. LSBP Funds Requested _____ % \$ _____

d. County Funds Requested _____ % \$ _____

Type Funds Contributed → e. _____ % \$ _____

Engineering Cost 12 % Construction Cost Less Contingencies \$ 238,944.00

a. SAP Funds Requested 51.34 % \$ 122,666.00

b. SABP Funds Requested _____ % \$ _____

c. LSBP Funds Requested _____ % \$ _____

d. County Funds Requested 48.66 % \$ 116,278.00

Type Funds Contributed → e. _____ % \$ _____

Total Estimate Cost of Project \$ 2,334,944.00

Construction will be by: Contract ☒ County Forces ☐

Use Supplemental Sheet and/or maps if needed to provide complete data.

Is there an existing Railroad Grade Crossing Yes ☐ No ☒

FOR STATE AID USE

Review Type

Date

ONLY:

Preliminary Review

Recommended Approval

Approved

Funds Record

Letter to Board

Programmed

District Engineer

State Aid Engineer

Auditor

District Engineer

SAP Program for HANCOCK County 3 & 5 Districts

PROJECT PRIORITY NO. _____

1. Site Name SITE "A"
2. Site Road Name KILN DELISLE ROAD
3. Design Classification Rural ☒ Urban ☐ Collector ☒ Local ☐
Federal Route No 104
4. Site Termini HANCOCK/HARRISON COUNTY LINE
5. Site Length 6.07 miles
6. Site Character of MAINTENANCE (OTHER THAN BRIDGE)
Work Mill & Overlay of approx. 0.927 miles and Cape Seal approx 5.135 miles

7. Site Design Data
- a. Traffic Count (How Determined) Gulf Regional Planning Commission Traffic Count
- Current ADT 5,800 VPD _____ Design Year ADT _____ VPD _____ Truck % _____
- Traffic Count Required Yes ☐ No ☒
- Terrain Level Level ☒ Rolling ☐ Design Speed 55 MPH
- ROW Existing 100 Ft Proposed 100 Ft
- Proposed Roadway Crown Width 40 Ft
- Surface Type & Width Existing HOT MIX ASPHALT, 24FT Ft
- Proposed HOT MIX ASPHALT, 24FT Ft
- Shoulder Width (Both sides) 10 ft
- Shoulder Type (circle one) Paved or Unpaved

8. Bridges
- a. Structure No N/A Remain in Place ☐
- b. Structure No _____ Remain in Place ☐
- c. Structure No _____ Remain in Place ☐
- d. Structure No _____ Remain in Place ☐
- e. Structure No _____ Remain in Place ☐

9. Location
- a. Mississippi House Legislative District 95
- b. Mississippi Senate Legislative District 46

Use Supplemental Sheet and/or maps if needed to provide complete data.

Is there an existing Railroad Grade Crossing? Yes ☐ No ☒

SAP Program for HANCOCK County 5 Districts

PROJECT PRIORITY NO. _____

1. Site Name SITE "B"
2. Site Road Name STANDARD DEDEAUX ROAD
3. Design Classification Rural ☒ Urban ☐ Collector ☒ Local ☐
Federal Route No 127
4. Site Termini HANCOCK/HARRISON COUNTY LINE
5. Site Length 6.20 miles
6. Site Character of MAINTENANCE (OTHER THAN BRIDGE)
Work Cape Seal approx 6.20 Miles

7. Site Design Data
- a. Traffic Count (How Determined) Gulf Regional Planning Commission Traffic Count
- Current ADT 1600 VPD _____ Design Year ADT _____ VPD _____ Truck % _____
- Traffic Count Required Yes ☐ No ☒
- Terrain Level Level ☒ Rolling ☐ Design Speed 40 MPH
- ROW Existing 55 Ft Proposed 55 Ft
- Proposed Roadway Crown Width 40 Ft
- Surface Type & Width Existing HOT MIX ASPHALT, 24FT Ft
- Proposed HOT MIX ASPHALT, 24FT Ft
- Shoulder Width (Both sides) 10 ft
- Shoulder Type (circle one) Paved or Unpaved

8. Bridges

- a. Structure No N/A Remain in Place ☐
- b. Structure No _____ Remain in Place ☐
- c. Structure No _____ Remain in Place ☐
- d. Structure No _____ Remain in Place ☐
- e. Structure No _____ Remain in Place ☐

9. Location

- a. Mississippi House Legislative District 93
- b. Mississippi Senate Legislative District 46

Use Supplemental Sheet and/or maps if needed to provide complete data.

Is there an existing Railroad Grade Crossing? Yes ☐ No ☒

SAP

Program for

HANCOCK

County

BOARD OF SUPERVISORS

HANCOCK

County

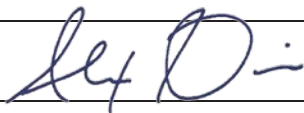
, Supervisor, District I

, Supervisor, District II

, Supervisor, District III

, Supervisor, District IV

, Supervisor, District V

Prepared by
and Signed:

, County Engineer

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

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 the 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 _____, _____.

Clerk of Board of Supervisors ofHANCOCK County, Mississippi

Book 18
Page 839

Prepared By:

SUZANNE LADNER

18375 HWY 603

KILN, MS 39556

(228) 255-0376 100112

Return To:

SUZANNE LADNER

18375 HWY 603

KILN, MS 39556

(228) 255-0376 100112

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

RESIDENTIAL LEASE
16th SECTION PUBLIC SCHOOL TRUST LAND

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS RESIDENTIAL LEASE AGREEMENT, (hereinafter "Lease Agreement"), is made and entered into this the 3rd day of October, 2025 by and between the LESSOR,

HANCOCK COUNTY SCHOOL DISTRICT

18375 HWY 603

KILN, MS 39556

(228) 255-0376 100112

and LESSEE,

VIOLA ISHEM

Lease # 16430

6188 KELLAR ST.

PEARLINGTON, MS 39572

(985) 304-7510

INDEXING INSTRUCTIONS:

SECTION: 16

TOWNSHIP: 09 South

RANGE: 16 West

QUARTER SECTIONS: NW ¼ of the NW ¼ of Section 16, Township 9 South, Range 16 West, Hancock County, Mississippi
Parcel Number 185D-1-16-012.000

WITNESSETH:

That, for the term and in consideration of the annual rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by LESSEE, LESSOR does hereby lease, let and rent unto LESSEE the following classified "Residential lands", situated in HANCOCK County, Mississippi (hereinafter called the "Leased Premises") and described as:

Section 16 Township 9S Range 16W

SEE SURVEY AND DESCRIPTION ATTACHED AS EXHIBIT "A" TO THIS LEASE

1. Term. The term of this Lease Agreement shall be for Twenty-Five (25) years, beginning on the 3rd day of October, 2025, and terminating on the 2th day of October, 2050 (called the "primary term"). For purposes of this Lease Agreement the Anniversary Date shall be October 3rd of each year.

It is expressly agreed and understood by all the parties hereto that part of the consideration given for the execution and delivery of this instrument is the option hereby granted to LESSEE to renew this Lease Agreement for an additional "secondary term" of Twenty-Five (25) years from October 3, 2050, under the same terms, conditions, and stipulations set forth herein, except the annual rental shall be based upon the fair market value of the land, excluding the value of buildings and improvements not then owned by LESSOR, as determined by a qualified appraiser selected by LESSOR hereto who performs his appraisal not more than twelve months and not less than three months prior to the expiration of the initial primary term. LESSEE shall exercise said option to renew for the secondary term of Twenty-Five (25) years by notifying LESSOR in writing no less than twelve (12) months in advance of the expiration of the primary term and by tendering the determined annual rental to LESSOR at its above-stated address prior to the expiration of the primary term as may be required by statute. The cost of the new appraisal shall be borne by LESSEE. A new lease shall be executed to effectuate the secondary term.

2. Rental Amount. LESSEE agrees and covenants to pay or cause to be paid to LESSOR annually, on or before the Anniversary Date of this Lease Agreement each year during the term hereof, rentals in the amount of Three Hundred and Eighty-Four dollars (\$ 384.00). The first annual payment has been made with the execution hereof, and a like amount, subject to adjustment, shall be due and payable on each anniversary date. Subsequent payment of annual rent shall be due on or before the Anniversary Date of this Lease Agreement. The obligation of LESSEE to pay rent under this Lease Agreement is unconditional, and the rent shall not be subject to set off for any reason or cause. LESSOR and LESSEE agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Agreement is not refundable, and LESSEE waives any right or claim it may have to refund of rent paid. Rents shall be adjusted periodically pursuant to the rent adjustment clause contained in Paragraph 3 of this lease. In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than 30 days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate) equal to the maximum rate then allowed by law or, if there is no maximum rate, then a rate equal to five percent per annum above the discount rate,

excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district in which the LESSOR is located, calculated according to the actuarial method.

3. Rent Adjustment. The eighth and every subsequent eight year Anniversary Date of the commencement of this Lease Agreement shall be the effective dates of rental adjustments, and on such dates the amount of annual rental due and payable hereunder shall be adjusted in the manner hereafter described to reflect the current fair market rental value of the Leased Premises.

- a. LESSOR shall use its best efforts to cause the Leased Premises to be reappraised and a redetermination made of the annual fair market rental amount within six months before any adjustment date. In the event LESSOR shall fail to instigate reappraisal within the six months preceding any rent adjustment date, LESSOR shall not be deemed to have waived this provision requiring rent adjustment, and in such event (at any time after a rent adjustment date), LESSOR may proceed to have the Leased Premises reappraised and an adjusted rent determined for any such readjustment period. The adjusted rent shall be effective on the required adjustment date and LESSEE shall pay any deficiency to LESSOR within fifteen (15) days of the determination of the adjusted rent. The reappraisal shall be made pursuant to the Mississippi Code of 1972, § 29-3-69, or pursuant to the statute then in effect governing such leases and procedures for determining fair market rental value. The reappraisal shall establish the fair market value of the property unencumbered by this lease and shall reflect the market rate of return at the time but shall be no less than the minimum acceptable percentage provided by the statute in effect. Unless altered by the procedures described below, the amount of rent so determined as of each rental adjustment date shall be paid until the next rental adjustment date or for the balance of the lease as the case may be. The appraisal process described in this subparagraph (a) may be referred to hereafter as the Statutory Procedure. The cost of the reappraisal shall be borne by LESSEE, using an appraiser selected by LESSOR.
- b. Should the Statutory Procedure result in an increase in rent over the amount previously due, LESSEE, by notice in writing given to LESSOR within 15 days after receiving notice of the increase, shall have the right to elect an alternate method of determining the current fair market rental value of the Leased Premises (the "Alternate Procedure") as follows:
 1. LESSEE may provide an appraisal by a Mississippi licensed appraiser having the qualifications hereafter described giving an opinion of current fair market annual rental value based on the (i) the fair market value of the land unencumbered by this lease and (ii) a reasonable percentage of return on comparable land investments as of the rental adjustment date. The written report of LESSEE'S appraiser shall be delivered to LESSOR within 45 days after the date on which LESSOR gave notice of an increase in rent under the Statutory Procedure. UPON FAILURE TO PROVIDE AN ALTERNATE APPRAISAL WITHIN THE TIME ALLOWED, LESSEE SHALL FORFEIT THE RIGHT TO PURSUE THE ALTERNATE PROCEDURE, AND ANNUAL RENT DETERMINED UNDER THE STATUTORY PROCEDURE SHALL BECOME DUE AND PAYABLE.
 2. The two appraisers shall make a good faith effort to reconcile their differences. If they have been unable to do so within 10 days after delivery of the report of

LESSEE'S appraiser, the two appraisers within such 10 day period shall each submit the names of three appraisers having the qualifications hereafter described who practice in Mississippi to serve as a review appraiser, and they shall select the review appraiser from names in common on the two lists. If there is no name in common on the two lists, or if the person selected shall decline to serve, then each appraiser shall submit another list of three names of persons meeting the same criteria.

3. The review appraiser shall review and analyze the two appraisal reports, and if needed, inspect the land, consult with the two appraisers, review their assumptions and source information and request corrections, revisions, and additions to the appraisal reports. The review appraiser may also consider relevant information from his own files, conduct such independent investigation as he deems appropriate and may consider comparable transactions which occurred after the rental adjustment date.
4. The review appraiser shall report his opinion of annual fair market rent and such amount shall be accepted by LESSOR and LESSEE as the current fair market rental value of the Leased Premises.
- c. If LESSEE requests the Alternate Procedure, LESSEE shall pay all fees and expenses of LESSEE'S appraiser, the review appraiser and any additional charges of LESSOR'S appraiser. The review appraiser, however, shall perform his duties in an independent and impartial manner irrespective of the source of payment of his fees and expenses.
- d. The annual rentals on any adjustment date shall not be reduced below the amount established upon the initial date of this lease except upon determination by the Statutory Procedure.
- e. The amount of rent determined in the above manner shall be remitted on or before the rental adjustment date or, if the rental adjustment procedures are concluded after such date, then promptly upon conclusion of such procedures effective as of the rental adjustment date.
- f. The rent adjustment procedures will not delay the due date of rent at the existing annual rate and will not affect LESSOR'S right to declare a default if such rent is not timely paid.
- g. LESSEE'S appraiser and the review appraiser must be members of the same organization of appraisers as LESSOR'S appraiser, or an organization having higher requirements for admission, and must have the same or higher designation (such as, for example, Member, Appraisal Institute). If LESSOR'S appraiser belongs to more than one organization, the other appraisers must belong to the organization having the highest standards and qualifications for membership. If the organization has multiple designations for appraisers, the review appraiser and LESSEE'S appraiser must hold the same or a higher designation as held by LESSOR'S appraiser.

4. Taxes. LESSEE covenants and agrees to pay any and all general and special taxes and assessments, including drainage taxes, if ever any there be, applicable to the Leased Premises and LESSEE'S interest therein; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Agreement or any other fees so determined by law. All payments for general and special taxes and assessments, including drainage taxes, shall be made directly to the governmental authority responsible for

collecting such taxes and assessments. During the final year of the lease term, LESSOR or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments in advance or require that other security be given to insure that taxes will be paid when due. In the event it becomes necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from LESSEE under this lease, then LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments.

5. Assignment. This lease SHALL NOT BE ASSIGNED OR SUBLEASED. Assignment or sublease of this Lease Agreement or any rights hereunder shall automatically terminate this lease without any further notice or action by LESSOR. In the event LESSEE owns improvements on Leased Premises, any purchaser of said improvements or any person or entity holding a contract to purchase said improvements shall have the right of first refusal to negotiate a new lease agreement with LESSOR.

6. Improvements. LESSEE agrees, at LESSEE'S own cost and expense, to keep all improvements in a good state of repair at all times and maintain the premises in good order and in a clean, sanitary and safe condition. While this Lease continues in force and effect, LESSEE shall have the unrestricted right to remove, change, alter, modify, add to or subtract from any of LESSEE'S improvements on the land as LESSEE may in his sole discretion elect so to do, and LESSOR, while this Lease or any extensions thereof continues in force and effect, shall have no ownership interest in any of LESSEE'S improvements. If any improvements are removed, LESSEE shall be obligated to remove all foundations and paved areas, fill any excavations with a soil material suitable as a foundation support for further construction and generally restore the premises to a condition suitable for construction, use and occupancy by others. LESSEE shall have the right to construct new or replacement buildings or structures on the Leased Premises. In the event construction is contemplated, LESSEE shall submit a description of the general nature of the proposed improvement and its intended use to LESSOR for approval, which approval shall not be unreasonably withheld.

7. Default. The parties herein expressly agree that if default shall be made in the payment of any tax assessment or other charge made pursuant to this Lease Agreement, then and in any such event of default, it shall be lawful for LESSOR, its legal representatives or assigns, to enter upon the Leased Premises, or any part thereof, either with or without process of law, to re-enter and repossess the same, and to distrain for any rent or assessment that may be due thereon, at the election of LESSOR, but nothing herein is to be construed to mean that LESSOR is not permitted to hold LESSEE liable for any unpaid liens or assessment to that time. As to all other conditions, covenants and obligations imposed on LESSEE herein, enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate said conditions, covenants and obligations, to restrain violation and to recover damages, if any, including reasonable expenses of litigation and a reasonable attorney's fee, which LESSEE expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after sixty (60) days written notice to LESSEE. Invalidity of any provision(s) of this Lease by judgment or court order shall in no way affect any of the remaining provisions which shall remain in full force and effect.

8. Forfeiture. In the event of any forfeiture, default or cancellation of this Lease Agreement or termination under the terms hereof as aforesaid, LESSEE shall quit, deliver up and surrender possession of the Leased Premises, and all structures and improvements thereon to LESSOR, and thereupon this Lease Agreement and all agreements and covenants on LESSOR'S behalf to be performed and kept, shall cease, terminate and be utterly void, the same as if this Lease had not been made; and in addition thereto, LESSOR shall be entitled to whatever remedies it may have at law for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of LESSEE'S non fulfillment or nonperformance of the terms and conditions of this Lease. LESSEE shall pay to LESSOR all costs of collection of rent or enforcement of this Lease Agreement, including expenses of litigation and attorneys fees, regardless of whether suit is filed. Immediately upon the termination of this Lease in any manner, whether by litigation or forfeiture, LESSOR shall be entitled to take possession of the Leased Premises and all the improvements thereon absolutely, any custom, usage, or law to the contrary notwithstanding. Mobile homes, factory manufactured, complete with wheels, where permitted to be placed, may, however, be removed at the termination of the Lease Agreement, when termination is by the expiration of the full term, but not in the event of default.

9. Waste. LESSEE shall be responsible for any waste or damages that may be caused to LESSOR's property by the activities of LESSEE under this Lease Agreement, and shall exercise due diligence in the protection of all improvements, timber and other property of LESSOR, which may be located on the Leased Premises or in the vicinity thereof, against fire or damage from any and all other causes. LESSEE shall further comply with all applicable laws, rules, and regulations concerning LESSEE'S use of the property and/or obligations under this Lease Agreement. This obligation shall include, but not be limited to, compliance with federal, state and local environmental, endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. In the event of contamination of soils, air or water arising out of any LESSEE use, LESSEE shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this lease.

10. Indemnity. LESSEE shall protect, indemnify, defend, save, and hold harmless LESSOR, the State of Mississippi, and the Secretary of State, their officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and cost of every kind and nature whatsoever ("loss"), including but not limited to all court costs and attorneys fees and all personal injury or death and/or damage to any person or entity including, but not limited to, LESSOR and its property or other loss arising out of any alleged noncompliance with laws or caused by LESSEE'S exercise of its rights under this Lease Agreement and/or resulting from the actions or omission of LESSEE in connection with its presence on or any use of Leased Premises by it, its officers, agents, subcontractors, employees, or invitees; provided, however, it is understood that the indemnity provided by LESSEE as described in this paragraph shall not extend to intentional or negligent acts of LESSOR, its officers, or agents.

11. Right to Cure. Notwithstanding any DEFAULT of this Lease Agreement, any present or future holder of a mortgage or deed of trust representing money loaned on facilities located

on the Leased Premises shall have the right of a sixty (60) day notice of default within which to cure any default which may be cured by the payment of money. In addition, for any other default for which a forfeiture of said Lease may be invoked, such holder shall have reasonable time, which shall not be less than sixty (60) days, either to require the correction of such default, or in lieu thereof to protect itself through the exercise of a power of sale and thereby acquire title to such properties and correct such default.

12. Enjoyment. LESSEE shall have quiet and peaceable possession as long as compliance is made by LESSEE with the terms of this Lease Agreement. LESSEE, his heirs successors or assigns, shall occupy the premises as a single family residence; but this condition shall not prejudice rights of a holder of mortgage or deed of trust set forth elsewhere in this residential lease agreement. LESSEE certifies that there are no other dwellings on the Leased Premises other than LESSEE'S dwelling.

13. Reservation. LESSOR reserves title to all timber, the right to harvest said timber at LESSOR's discretion and to reseed or replant after harvest, together with title to all minerals and oil and gas, together with the right of ingress and egress to remove same, as provided by law. LESSOR reserves the right to grant or sell rights-of-way across the Leased Premises for roads, highways, railroads, fiber optic cables or any public utility line, provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed or operated in a manner so as not to unreasonably interfere with LESSEE'S use of the property.

14. Mortgage. Any recorded mortgages or deed of trust may provide that any default by the LESSEE/Mortgagor concerning this Lease shall likewise be a default of such mortgage or deed of trust, but failure to indicate such provisions in any mortgage or deed of trust shall not affect the validity or propriety thereof nor diminish the protection extended to the holder of such mortgage or deed of trust or the indebtedness secured thereby. Notwithstanding any provision of this Lease to the contrary, in the event of a default and foreclosure of a mortgage or deed of trust representing money loaned on the hereinbefore described property or the receipt of a transfer in lieu thereof, the purchaser at such foreclosure or the recipient of a transfer in lieu thereof will receive all the rights and privileges of a LESSEE and likewise assume all responsibilities of a LESSEE as if such purchaser or transferee had initially been a LESSEE under this Lease Agreement.

15. Condemnation. In the event of condemnation or other taking for public use under powers of eminent domain of all or part of LESSEE'S interest in the Leased Premises, payments for such condemnation or taking of LESSEE'S leasehold interest shall be payable to LESSEE, or, if the LESSEE'S promises are encumbered by a mortgage or Deed of Trust, payment for the leasehold estate shall be made in accordance with the terms and provisions of such mortgage or Deed of Trust. Leasehold mortgagee (or trustee for restoration in the case of partial awards) shall be entitled to receive payment of a condemnation award to which LESSEE is entitled. The payment must not be less than the total award less the value of the land considered as unimproved.

16. Notices. All notices specified by this Lease Agreement shall be in writing and sent by registered or certified mail, postage prepaid to the following addresses or hand-delivered in person, delivered by facsimile or otherwise to the following persons. By written notice, either

party may change the persons or addresses to whom notice may be given.

16th Section Manager

SUZANNE LADNER

18375 HWY 603

KILN, MS 39556

(228) 255-0376 100112

To LESSEE:

VIOLA ISHEM

6188 KELLAR ST.

PEARLINGTON, MS 39572

(985) 304-7510

17. Filing. Lessee will deliver a check in the requisite amount to the Lessor that is payable to the Chancery Clerk to cover recording fees. The Lessor will deliver this Lease Agreement to the Chancery Clerk of the necessary County for recording.

18. Immunity. No provision of this Lease Agreement, whether requiring LESSEE to maintain insurance or to indemnify LESSOR or otherwise, shall be construed as a waiver by LESSOR of any provision of law related to governmental immunity.

19. Interpretation. The parties to this Lease Agreement acknowledge that they have freely entered into this Lease Agreement and any ambiguities shall not be construed against a single party.

20. Governing Law. This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi. Jurisdiction and venue for any actions arising from this Lease Agreement and any amendments hereto shall rest exclusively in the Chancery Court of HANCOCK, Mississippi.

21. Secretary of State. By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the LESSOR has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

22. Supervisory Trustee. The Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Agreement in the event LESSOR

fails to do in a timely manner. In the event the Secretary institutes legal action to enforce the terms of this Lease Agreement, he shall have all rights as are conferred to LESSOR.

23. Additional Provisions. This Lease Agreement contains an Exhibit "B". Any additional or special provisions to this Lease Agreement are set forth in Exhibit "B" and incorporated by reference as if copied fully herein. If there are no additional or special provisions then Exhibit "B" shall state "NONE".

24. Entire Agreement. This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this agreement. This Lease Agreement contains Exhibits "A" and "B". If Exhibits "A" and "B" are not attached to this Lease Agreement, then this Lease Agreement shall be null and void.

IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the 3rd day of October, 2025.

Signed, Sealed and Delivered in the Presence of:

LESSOR:

APPROVED:

HANCOCK COUNTY SCHOOL DISTRICT

School District

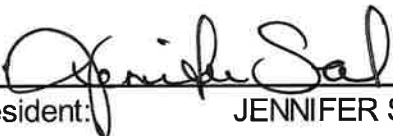
County Board of Supervisors



Superintendent: RHETT LADNER



President: _____



Board President: JENNIFER SEAL



Secretary of State:
Michael Watson

LESSEE:



Printed Name: Viola Ishem

ACKNOWLEDGMENTS

School District

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

Personally appeared before me, the undersigned authority in and for said county and state, on this 3rd day of October, 2025, within my jurisdiction, the within named RHETT LADNER, Superintendent of Schools and JENNIFER SEAL, school board President of the HANCOCK COUNTY School District Board of Education, who acknowledged that in said representative capacity as Superintendent of Schools and President of the Board of Education of the HANCOCK COUNTY School District, they executed the above and foregoing instrument for and on behalf of said Board of Education, after first having been duly authorized so to do.



Suzanne Ladner
 Printed Name: Suzanne Ladner
 (Notary Public)
 My Commission Expires: August 16, 2028

(Affix official seal, if applicable)

Board of Supervisors

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

Personally appeared before me the undersigned authority in and for the said county and state, on this the 17th day of November, 2025, within my jurisdiction, the within named Scotty Adam, who acknowledged to me that he / she is the President of the Board of Supervisors of HANCOCK County, Mississippi, and that in said representative capacity he / she executed the above and foregoing instrument for and on behalf of said Board of Supervisors, after first having been duly authorized so to do.

Heidi E Raphael
 Printed Name: Heidi E Raphael
 (Notary Public)
 My Commission Expires: March 26th, 2029

(Affix official seal, if applicable)



ACKNOWLEDGMENTS

Lessee - Personal

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me, the undersigned authority in and for said county and state, on this the 3rd day of October, 2025, within my jurisdiction, the within named Viola Ishem, who acknowledged that he / she executed the above and foregoing instrument.

Suzanne Ladner
Printed Name: Suzanne Ladner
(Notary Public)
My Commission Expires: August 16, 2028



Lessee - Corporate

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me the undersigned authority in and for said county and state, on this the _____ day of _____, 2____, within my jurisdiction, the within named _____, who acknowledged to me that he / she is the _____ of _____, and that in said representative capacity he / she executed the above and foregoing instrument, after first having been duly authorized so to do.

Printed Name: _____
(Notary Public)
My Commission Expires: _____

(Affix official seal, if applicable)

EXHIBIT "A": DESCRIPTION OF PROPERTY

LOT 34, SUB 2; 16-9S-16W

Parcel Number 185D-1-16-012.000

EXHIBIT "B": ADDITIONAL PROVISIONS

none

SIGNATURE ADDENDUM

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this RESIDENTIAL Lease Agreement between

HANCOCK COUNTY SCHOOL DISTRICT

as LESSOR and VIOLA ISHEM as LESSEE with a rent amount of \$ 384.00 dated 3rd day of October, 2025 in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the HANCOCK COUNTY School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.



Secretary of State:
Michael Watson

Lease # 16430

STATE OF MISSISSIPPI

COUNTY OF Hancock

TAX ASSESSOR CERTIFICATE

I certify that current records on file in this Office indicate the **FAIR MARKET VALUE** of the parcel of Sixteenth Section School trust land described below.

SECTION 16 TOWNSHIP 9S RANGE 16W TOTAL ACRES 1

PARCEL NUMBER 185D-1-16-012.000

TRUE/FAIR MARKET VALUE OF LAND = \$ 6480

[The True/Fair Market Value is based on the Ad Valorem Tax Rolls in the Office of the County Tax Assessor, Hancock County.]

FAIR MARKET RENT FOR LAND = \$ 384.00 PER ACRE/PER YEAR*

IS THE LAND IS APPRAISED AT LESS THAN 100% OF ITS TRUE VALUE? NO **

IS ANY PART OF THE LAND CLASSIFIED AS AGRICULTURE FOR PURPOSES OF VALUE DETERMINATION PURSUANT TO §27-35-50(4)(B)? NO **

HAS IT BEEN MORE THAN 1 YEAR SINCE THE PROPERTY TAX ROLLS WERE REAPPRAISED PURSUANT TO MISSISSIPPI STATE TAX COMMISSION RULE 6 NO ?**

THIS THE 2nd DAY OF September 20 25

Richard Lopez Jr.
TAX ASSESSOR

PRIOR TO USE OF THIS FORM the following conditions must be meet:

1. There must be at least one competent appraiser on the Tax Assessor's staff. MISS. CODE ANN. §27-3-52 and §27-39-329 (Supp. 1987).
2. True/Fair Market Value must be determined and updated as required in MISS. CODE ANN §27-35-50(4)(a) (Supp. 2002).

THIS FORM MAY NOT BE USED FOR ANY PARCEL OF LAND CLASSIFIED AS FARM-RESIDENTIAL.

Revised 03/27/07

* IN THE EVENT THE COUNTY TAX ASSESSOR WILL NOT ESTABLISH A FAIR MARKET RENT PLEASE CONTACT THE PUBLIC LANDS DIVISION MISSISSIPPI SECRETARY OF STATE'S OFFICE

** IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS YES, THEN THE TAX ASSESSOR CERTIFICATE MAY NOT BE USED AND A PRIVATE APPRAISAL MUST BE OBTAINED TO DETERMINE TRUE/FAIR MARKET VALUE AND FAIR MARKET RENTAL VALUE.



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Page 839

Hancock County School District

2025 16962
Deed Book & Page

Rhett Ladner
Superintendent of Education



Ladner

54

October 2, 2025

Dear Board Members,

I am requesting approval for the following 16th section land matters:

Hancock County
I certify this instrument was filed on
11-17-2025 11:12:02 AM
and recorded in Deed Book
2025 at pages 16946 - 16962
Tiffany L Cowman

NEW LEASES -

- **Viola Ishem - Residential - #16430** Section: 16-09S-16W- Parcel #185D-1-16-012.000 (1 acre) The current lease will be expiring. 2025 Tax Certificate shows that there will not be an increase in rent. Annual payment of \$384.00 will remain the same, effective October 3rd, 2025 running thru to the expiration on October 2nd, 2050. See Exhibit: (A) 2025 Tax Certificate
- [REDACTED] - **Residential** - [REDACTED] Section: 16-9S-16W- Parcel #185-0-16-007.000 (1.04 acres) The current lease will be expiring. 2025 Tax Certificate shows that there will not be an increase in rent. Annual payment of \$399.36, effective October 3rd, 2025 running thru to the expiration on October 2nd, 2050. See Exhibit: (A) 2025 Tax Certificate.
- [REDACTED] - **Hunting & Fishing** - [REDACTED] Section 16-9S-16W, Parcel #175-0-16-001.000 (640 acres) Bids were opened and reviewed at the September 4th, 2025 meeting. The highest bid was matched by [REDACTED] Club as he is the present lessee. The new lease is effective from October 5th, 2025 to October 4th, 2030 with an annual payment of \$8,326.40.

If you have any questions, please contact me at (228) 255-0376, ext. 100112 or send me an email at.

Sincerely,

Suzanne Ladner
Suzanne Ladner
16th Section Land Manager

OCT 02 2025

Learning Today, Leading Tomorrow

Book 18
Page 839

Prepared By:

SUZANNE LADNER

18375 HWY 603

KILN, MS 39556

(228) 255-0376 100112

Return To:

SUZANNE LADNER

18375 HWY 603

KILN, MS 39556

(228) 255-0376 100112

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

RESIDENTIAL LEASE
16th SECTION PUBLIC SCHOOL TRUST LAND

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS RESIDENTIAL LEASE AGREEMENT, (hereinafter "Lease Agreement"), is made and entered into this the 3rd day of October, 2025 by and between the LESSOR,

HANCOCK COUNTY SCHOOL DISTRICT

18375 HWY 603

KILN, MS 39556

(228) 255-0376 100112

and LESSEE,

MARILYN A MAYZAK, AUGUST J PERCEL, II Lease # 22668

6360 HIGHWAY 604

PEARLINGTON, MS 39572

(228) 547-3198

INDEXING INSTRUCTIONS:

SECTION: 16

TOWNSHIP: 09 South

RANGE: 16 West

QUARTER SECTIONS: NW ¼ of the NW ¼ of Section 16, Township 9 South, Range 16 West, Hancock County, Mississippi
Parcel Number 185 -0-16-007.000

WITNESSETH:

That, for the term and in consideration of the annual rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by LESSEE, LESSOR does hereby lease, let and rent unto LESSEE the following classified "Residential lands", situated in HANCOCK County, Mississippi (hereinafter called the "Leased Premises") and described as:

Section 16 Township 9S Range 16W

SEE SURVEY AND DESCRIPTION ATTACHED AS EXHIBIT "A" TO THIS LEASE

1. Term. The term of this Lease Agreement shall be for Twenty-Five (25) years, beginning on the 3rd day of October, 2025, and terminating on the 2th day of October, 2050 (called the "primary term"). For purposes of this Lease Agreement the Anniversary Date shall be October 3 of each year.

It is expressly agreed and understood by all the parties hereto that part of the consideration given for the execution and delivery of this instrument is the option hereby granted to LESSEE to renew this Lease Agreement for an additional "secondary term" of Twenty-Five (25) years from October 3, 2020, under the same terms, conditions, and stipulations set forth herein, except the annual rental shall be based upon the fair market value of the land, excluding the value of buildings and improvements not then owned by LESSOR, as determined by a qualified appraiser selected by LESSOR hereto who performs his appraisal not more than twelve months and not less than three months prior to the expiration of the initial primary term. LESSEE shall exercise said option to renew for the secondary term of Twenty-Five (25) years by notifying LESSOR in writing no less than twelve (12) months in advance of the expiration of the primary term and by tendering the determined annual rental to LESSOR at its above-stated address prior to the expiration of the primary term as may be required by statute. The cost of the new appraisal shall be borne by LESSEE. A new lease shall be executed to effectuate the secondary term.

2. Rental Amount. LESSEE agrees and covenants to pay or cause to be paid to LESSOR annually, on or before the Anniversary Date of this Lease Agreement each year during the term hereof, rentals in the amount of Three Hundred and Ninety-Nine dollars and Thirty-Six cents (\$ 399.36). The first annual payment has been made with the execution hereof, and a like amount, subject to adjustment, shall be due and payable on each anniversary date. Subsequent payment of annual rent shall be due on or before the Anniversary Date of this Lease Agreement. The obligation of LESSEE to pay rent under this Lease Agreement is unconditional, and the rent shall not be subject to set off for any reason or cause. LESSOR and LESSEE agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Agreement is not refundable, and LESSEE waives any right or claim it may have to refund of rent paid. Rents shall be adjusted periodically pursuant to the rent adjustment clause contained in Paragraph 3 of this lease. In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than 30 days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate") equal to the maximum rate then allowed by law or, if there is no maximum rate, then a rate equal to five percent per annum

above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district in which the LESSOR is located, calculated according to the actuarial method.

3. Rent Adjustment. The eighth and every subsequent eight year Anniversary Date of the commencement of this Lease Agreement shall be the effective dates of rental adjustments, and on such dates the amount of annual rental due and payable hereunder shall be adjusted in the manner hereafter described to reflect the current fair market rental value of the Leased Premises.

- a. LESSOR shall use its best efforts to cause the Leased Premises to be reappraised and a redetermination made of the annual fair market rental amount within six months before any adjustment date. In the event LESSOR shall fail to instigate reappraisal within the six months preceding any rent adjustment date, LESSOR shall not be deemed to have waived this provision requiring rent adjustment, and in such event (at any time after a rent adjustment date), LESSOR may proceed to have the Leased Premises reappraised and an adjusted rent determined for any such readjustment period. The adjusted rent shall be effective on the required adjustment date and LESSEE shall pay any deficiency to LESSOR within fifteen (15) days of the determination of the adjusted rent. The reappraisal shall be made pursuant to the Mississippi Code of 1972, § 29-3-69, or pursuant to the statute then in effect governing such leases and procedures for determining fair market rental value. The reappraisal shall establish the fair market value of the property unencumbered by this lease and shall reflect the market rate of return at the time but shall be no less than the minimum acceptable percentage provided by the statute in effect. Unless altered by the procedures described below, the amount of rent so determined as of each rental adjustment date shall be paid until the next rental adjustment date or for the balance of the lease as the case may be. The appraisal process described in this subparagraph (a) may be referred to hereafter as the Statutory Procedure. The cost of the reappraisal shall be borne by LESSEE, using an appraiser selected by LESSOR.
- b. Should the Statutory Procedure result in an increase in rent over the amount previously due, LESSEE, by notice in writing given to LESSOR within 15 days after receiving notice of the increase, shall have the right to elect an alternate method of determining the current fair market rental value of the Leased Premises (the "Alternate Procedure") as follows:
 1. LESSEE may provide an appraisal by a Mississippi licensed appraiser having the qualifications hereafter described giving an opinion of current fair market annual rental value based on the (i) the fair market value of the land unencumbered by this lease and (ii) a reasonable percentage of return on comparable land investments as of the rental adjustment date. The written report of LESSEE'S appraiser shall be delivered to LESSOR within 45 days after the date on which LESSOR gave notice of an increase in rent under the Statutory Procedure. UPON FAILURE TO PROVIDE AN ALTERNATE APPRAISAL WITHIN THE TIME ALLOWED, LESSEE SHALL FORFEIT THE RIGHT TO PURSUE THE ALTERNATE PROCEDURE, AND ANNUAL RENT DETERMINED UNDER THE STATUTORY PROCEDURE SHALL BECOME DUE AND PAYABLE.
 2. The two appraisers shall make a good faith effort to reconcile their differences. If they have been unable to do so within 10 days after delivery of the report of

LESSEE'S appraiser, the two appraisers within such 10 day period shall each submit the names of three appraisers having the qualifications hereafter described who practice in Mississippi to serve as a review appraiser, and they shall select the review appraiser from names in common on the two lists. If there is no name in common on the two lists, or if the person selected shall decline to serve, then each appraiser shall submit another list of three names of persons meeting the same criteria.

3. The review appraiser shall review and analyze the two appraisal reports, and if needed, inspect the land, consult with the two appraisers, review their assumptions and source information and request corrections, revisions, and additions to the appraisal reports. The review appraiser may also consider relevant information from his own files, conduct such independent investigation as he deems appropriate and may consider comparable transactions which occurred after the rental adjustment date.
4. The review appraiser shall report his opinion of annual fair market rent and such amount shall be accepted by LESSOR and LESSEE as the current fair market rental value of the Leased Premises.
- c. If LESSEE requests the Alternate Procedure, LESSEE shall pay all fees and expenses of LESSEE'S appraiser, the review appraiser and any additional charges of LESSOR'S appraiser. The review appraiser, however, shall perform his duties in an independent and impartial manner irrespective of the source of payment of his fees and expenses.
- d. The annual rentals on any adjustment date shall not be reduced below the amount established upon the initial date of this lease except upon determination by the Statutory Procedure.
- e. The amount of rent determined in the above manner shall be remitted on or before the rental adjustment date or, if the rental adjustment procedures are concluded after such date, then promptly upon conclusion of such procedures effective as of the rental adjustment date.
- f. The rent adjustment procedures will not delay the due date of rent at the existing annual rate and will not affect LESSOR'S right to declare a default if such rent is not timely paid.
- g. LESSEE'S appraiser and the review appraiser must be members of the same organization of appraisers as LESSOR'S appraiser, or an organization having higher requirements for admission, and must have the same or higher designation (such as, for example, Member, Appraisal Institute). If LESSOR'S appraiser belongs to more than one organization, the other appraisers must belong to the organization having the highest standards and qualifications for membership. If the organization has multiple designations for appraisers, the review appraiser and LESSEE'S appraiser must hold the same or a higher designation as held by LESSOR'S appraiser.

4. Taxes. LESSEE covenants and agrees to pay any and all general and special taxes and assessments, including drainage taxes, if ever any there be, applicable to the Leased Premises and LESSEE'S interest therein; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Agreement or any other fees so determined by law. All payments for general and special taxes and assessments, including drainage taxes, shall be made directly to the governmental authority responsible for

collecting such taxes and assessments. During the final year of the lease term, LESSOR or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments in advance or require that other security be given to insure that taxes will be paid when due. In the event it becomes necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from LESSEE under this lease, then LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments.

5. Assignment. This lease SHALL NOT BE ASSIGNED OR SUBLEASED. Assignment or sublease of this Lease Agreement or any rights hereunder shall automatically terminate this lease without any further notice or action by LESSOR. In the event LESSEE owns improvements on Leased Premises, any purchaser of said improvements or any person or entity holding a contract to purchase said improvements shall have the right of first refusal to negotiate a new lease agreement with LESSOR.

6. Improvements. LESSEE agrees, at LESSEE'S own cost and expense, to keep all improvements in a good state of repair at all times and maintain the premises in good order and in a clean, sanitary and safe condition. While this Lease continues in force and effect, LESSEE shall have the unrestricted right to remove, change, alter, modify, add to or subtract from any of LESSEE'S improvements on the land as LESSEE may in his sole discretion elect so to do, and LESSOR, while this Lease or any extensions thereof continues in force and effect, shall have no ownership interest in any of LESSEE'S improvements. If any improvements are removed, LESSEE shall be obligated to remove all foundations and paved areas, fill any excavations with a soil material suitable as a foundation support for further construction and generally restore the premises to a condition suitable for construction, use and occupancy by others. LESSEE shall have the right to construct new or replacement buildings or structures on the Leased Premises. In the event construction is contemplated, LESSEE shall submit a description of the general nature of the proposed improvement and its intended use to LESSOR for approval, which approval shall not be unreasonably withheld.

7. Default. The parties herein expressly agree that if default shall be made in the payment of any tax assessment or other charge made pursuant to this Lease Agreement, then and in any such event of default, it shall be lawful for LESSOR, its legal representatives or assigns, to enter upon the Leased Premises, or any part thereof, either with or without process of law, to re-enter and repossess the same, and to distrain for any rent or assessment that may be due thereon, at the election of LESSOR, but nothing herein is to be construed to mean that LESSOR is not permitted to hold LESSEE liable for any unpaid liens or assessment to that time. As to all other conditions, covenants and obligations imposed on LESSEE herein, enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate said conditions, covenants and obligations, to restrain violation and to recover damages, if any, including reasonable expenses of litigation and a reasonable attorney's fee, which LESSEE expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after sixty (60) days written notice to LESSEE. Invalidity of any provision(s) of this Lease by judgment or court order shall in no way affect any of the remaining provisions which shall remain in full force and effect.

8. Forfeiture. In the event of any forfeiture, default or cancellation of this Lease Agreement or termination under the terms hereof as aforesaid, LESSEE shall quit, deliver up and surrender possession of the Leased Premises, and all structures and improvements thereon to LESSOR, and thereupon this Lease Agreement and all agreements and covenants on LESSOR'S behalf to be performed and kept, shall cease, terminate and be utterly void, the same as if this Lease had not been made; and in addition thereto, LESSOR shall be entitled to whatever remedies it may have at law for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of LESSEE'S non fulfillment or nonperformance of the terms and conditions of this Lease. LESSEE shall pay to LESSOR all costs of collection of rent or enforcement of this Lease Agreement, including expenses of litigation and attorneys fees, regardless of whether suit is filed. Immediately upon the termination of this Lease in any manner, whether by litigation or forfeiture, LESSOR shall be entitled to take possession of the Leased Premises and all the improvements thereon absolutely, any custom, usage, or law to the contrary notwithstanding. Mobile homes, factory manufactured, complete with wheels, where permitted to be placed, may, however, be removed at the termination of the Lease Agreement, when termination is by the expiration of the full term, but not in the event of default.

9. Waste. LESSEE shall be responsible for any waste or damages that may be caused to LESSOR's property by the activities of LESSEE under this Lease Agreement, and shall exercise due diligence in the protection of all improvements, timber and other property of LESSOR, which may be located on the Leased Premises or in the vicinity thereof, against fire or damage from any and all other causes. LESSEE shall further comply with all applicable laws, rules, and regulations concerning LESSEE'S use of the property and/or obligations under this Lease Agreement. This obligation shall include, but not be limited to, compliance with federal, state and local environmental, endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. In the event of contamination of soils, air or water arising out of any LESSEE use, LESSEE shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this lease.

10. Indemnity. LESSEE shall protect, indemnify, defend, save, and hold harmless LESSOR, the State of Mississippi, and the Secretary of State, their officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and cost of every kind and nature whatsoever ("loss"), including but not limited to all court costs and attorneys fees and all personal injury or death and/or damage to any person or entity including, but not limited to, LESSOR and its property or other loss arising out of any alleged noncompliance with laws or caused by LESSEE'S exercise of its rights under this Lease Agreement and/or resulting from the actions or omission of LESSEE in connection with its presence on or any use of Leased Premises by it, its officers, agents, subcontractors, employees, or invitees; provided, however, it is understood that the indemnity provided by LESSEE as described in this paragraph shall not extend to intentional or negligent acts of LESSOR, its officers, or agents.

11. Right to Cure. Notwithstanding any DEFAULT of this Lease Agreement, any present or future holder of a mortgage or deed of trust representing money loaned on facilities located

on the Leased Premises shall have the right of a sixty (60) day notice of default within which to cure any default which may be cured by the payment of money. In addition, for any other default for which a forfeiture of said Lease may be invoked, such holder shall have reasonable time, which shall not be less than sixty (60) days, either to require the correction of such default, or in lieu thereof to protect itself through the exercise of a power of sale and thereby acquire title to such properties and correct such default.

12. Enjoyment. LESSEE shall have quiet and peaceable possession as long as compliance is made by LESSEE with the terms of this Lease Agreement. LESSEE, his heirs successors or assigns, shall occupy the premises as a single family residence; but this condition shall not prejudice rights of a holder of mortgage or deed of trust set forth elsewhere in this residential lease agreement. LESSEE certifies that there are no other dwellings on the Leased Premises other than LESSEE'S dwelling.

13. Reservation. LESSOR reserves title to all timber, the right to harvest said timber at LESSOR's discretion and to reseed or replant after harvest, together with title to all minerals and oil and gas, together with the right of ingress and egress to remove same, as provided by law. LESSOR reserves the right to grant or sell rights-of-way across the Leased Premises for roads, highways, railroads, fiber optic cables or any public utility line, provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed or operated in a manner so as not to unreasonably interfere with LESSEE'S use of the property.

14. Mortgage. Any recorded mortgages or deed of trust may provide that any default by the LESSEE/Mortgagor concerning this Lease shall likewise be a default of such mortgage or deed of trust, but failure to indicate such provisions in any mortgage or deed of trust shall not affect the validity or propriety thereof nor diminish the protection extended to the holder of such mortgage or deed of trust or the indebtedness secured thereby. Notwithstanding any provision of this Lease to the contrary, in the event of a default and foreclosure of a mortgage or deed of trust representing money loaned on the hereinbefore described property or the receipt of a transfer in lieu thereof, the purchaser at such foreclosure or the recipient of a transfer in lieu thereof will receive all the rights and privileges of a LESSEE and likewise assume all responsibilities of a LESSEE as if such purchaser or transferee had initially been a LESSEE under this Lease Agreement.

15. Condemnation. In the event of condemnation or other taking for public use under powers of eminent domain of all or part of LESSEE'S interest in the Leased Premises, payments for such condemnation or taking of LESSEE'S leasehold interest shall be payable to LESSEE, or, if the LESSEE'S promises are encumbered by a mortgage or Deed of Trust, payment for the leasehold estate shall be made in accordance with the terms and provisions of such mortgage or Deed of Trust. Leasehold mortgagee (or trustee for restoration in the case of partial awards) shall be entitled to receive payment of a condemnation award to which LESSEE is entitled. The payment must not be less than the total award less the value of the land considered as unimproved.

16. Notices. All notices specified by this Lease Agreement shall be in writing and sent by registered or certified mail, postage prepaid to the following addresses or hand-delivered in person, delivered by facsimile or otherwise to the following persons. By written notice, either

party may change the persons or addresses to whom notice may be given.

16th Section Manager

SUZANNE LADNER

18375 HWY 603

KILN, MS 39556

(228) 255-0376 100112

To LESSEE:

MARILYN A MAYZAK, AUGUST J PERCEL, II

6360 HIGHWAY 604

PEARLINGTON, MS 39572

(228) 547-3198

17. Filing. Lessee will deliver a check in the requisite amount to the Lessor that is payable to the Chancery Clerk to cover recording fees. The Lessor will deliver this Lease Agreement to the Chancery Clerk of the necessary County for recording.

18. Immunity. No provision of this Lease Agreement, whether requiring LESSEE to maintain insurance or to indemnify LESSOR or otherwise, shall be construed as a waiver by LESSOR of any provision of law related to governmental immunity.

19. Interpretation. The parties to this Lease Agreement acknowledge that they have freely entered into this Lease Agreement and any ambiguities shall not be construed against a single party.

20. Governing Law. This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi. Jurisdiction and venue for any actions arising from this Lease Agreement and any amendments hereto shall rest exclusively in the Chancery Court of HANCOCK, Mississippi.

21. Secretary of State. By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the LESSOR has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

22. Supervisory Trustee. The Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Agreement in the event LESSOR

fails to do in a timely manner. In the event the Secretary institutes legal action to enforce the terms of this Lease Agreement, he shall have all rights as are conferred to LESSOR.

23. Additional Provisions. This Lease Agreement contains an Exhibit "B". Any additional or special provisions to this Lease Agreement are set forth in Exhibit "B" and incorporated by reference as if copied fully herein. If there are no additional or special provisions then Exhibit "B" shall state "NONE".

24. Entire Agreement. This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this agreement. This Lease Agreement contains Exhibits "A" and "B". If Exhibits "A" and "B" are not attached to this Lease Agreement, then this Lease Agreement shall be null and void.

IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the 3rd day of October, 2025.

Signed, Sealed and Delivered in the Presence of:

LESSOR:

APPROVED:

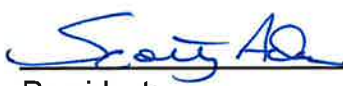
HANCOCK COUNTY SCHOOL DISTRICT

School District

County Board of Supervisors



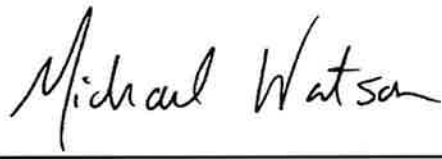
Superintendent: RHETT LADNER



President: _____



Board President: JENNIFER SEAL



Secretary of State:
Michael Watson

LESSEE:



Printed Name: Marilyn Mayzak



August Percel II

ACKNOWLEDGMENTS

School District

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

Personally appeared before me, the undersigned authority in and for said county and state, on this 3rd day of October, 2025, within my jurisdiction, the within named RHETT LADNER, Superintendent of Schools and JENNIFER SEAL, school board President of the HANCOCK COUNTY School District Board of Education, who acknowledged that in said representative capacity as Superintendent of Schools and President of the Board of Education of the HANCOCK COUNTY School District, they executed the above and foregoing instrument for and on behalf of said Board of Education, after first having been duly authorized so to do.

Suzanne Ledner
 Printed Name: Suzanne Ledner
 (Notary Public)
 My Commission Expires: August 16, 2028



(Affix official seal, if applicable)

Board of Supervisors

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

Personally appeared before me the undersigned authority in and for the said county and state, on this the 17th day of November, 2025, within my jurisdiction, the within named Scotty Adam, who acknowledged to me that he / she is the President of the Board of Supervisors of HANCOCK County, Mississippi, and that in said representative capacity he / she executed the above and foregoing instrument for and on behalf of said Board of Supervisors, after first having been duly authorized so to do.

Heidi E. Raphael
 Printed Name: Heidi E. Raphael
 (Notary Public)
 My Commission Expires: March 26th, 2029



(Affix official seal, if applicable)

ACKNOWLEDGMENTS

Lessee - Personal

STATE OF MISSISSIPPI
 COUNTY OF HANCOCK

Personally appeared before me, the undersigned authority in and for said county and state, on this the 3rd day of October, 2025, within my jurisdiction, the within named Marilyn A. Mayzak and August J. Percel, II, who acknowledged that he / she executed the above and foregoing instrument.

Suzanne Ladner
 Printed Name Suzanne Ladner
 (Notary Public)
 My Commission Expires: August 16, 2028



(Affix official seal, if applicable)

Lessee - Corporate

STATE OF MISSISSIPPI
 COUNTY OF HANCOCK

Personally appeared before me the undersigned authority in and for said county and state, on this the _____ day of _____, 2____, within my jurisdiction, the within named _____, who acknowledged to me that he / she is the _____ of _____, and that in said representative capacity he / she executed the above and foregoing instrument, after first having been duly authorized so to do.

Printed Name: _____
 (Notary Public)
 My Commission Expires: _____

(Affix official seal, if applicable)

EXHIBIT "A": DESCRIPTION OF PROPERTY

PART OF LOT 4, PARCEL 6A BEGINNING IN THE E MARGIN OF MISS. 604, SAID PT OF BEING E 496.3' FROM THE S 27°W 447.6' FROM THE SW CORNER OF NW4 OF NW4 OF 16-9S-16W, HANCOCK COUNTY, MISS, RUNNING THENCE WITH A FENCE S63° 01' E 207.2'; THENCE S 27°28'W 238.3'; THENCE N 52° 33'W 209' TO MISS. 604; THENCE WITH SAID MISS. 604 N27°28'E 200' TO THE P.O.B. AND CONTAINING 1.04 ACRES (PART OF LOT 4, PARCEL 6A.)

Parcel Number 185 -0-16-007.000

EXHIBIT "B": ADDITIONAL PROVISIONS

none

SIGNATURE ADDENDUM

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this RESIDENTIAL Lease Agreement between

HANCOCK COUNTY SCHOOL DISTRICT

as LESSOR and MARILYN A MAYZAK, AUGUST J PERCEL, II as LESSEE with a rent amount of \$ 399.36 dated 3rd day of October, 2025 in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the HANCOCK COUNTY School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.



Secretary of State:
Michael Watson

Lease # 22668
STATE OF MISSISSIPPICOUNTY OF Hancock

TAX ASSESSOR CERTIFICATE

I certify that current records on file in this Office indicate the **FAIR MARKET VALUE** of the parcel of Sixteenth Section School trust land described below.

SECTION 16 TOWNSHIP 9S RANGE 16W TOTAL ACRES 1.04PARCEL NUMBER 185-0-16-007-000TRUE/FAIR MARKET VALUE OF LAND = \$ 6,656
[The True/Fair Market Value is based on the Ad Valorem Tax Rolls in the Office of the County Tax Assessor, Hancock County.]FAIR MARKET RENT FOR LAND = \$ 399.36 PER ACRE/PER YEAR*IS THE LAND IS APPRAISED AT LESS THAN 100% OF ITS TRUE VALUE? NO **IS ANY PART OF THE LAND CLASSIFIED AS AGRICULTURE FOR PURPOSES OF VALUE DETERMINATION PURSUANT TO §27-35-50(4)(B)? NO **HAS IT BEEN MORE THAN 1 YEAR SINCE THE PROPERTY TAX ROLLS WERE REAPPRAISED PURSUANT TO MISSISSIPPI STATE TAX COMMISSION RULE 6 NO ?**THIS THE 2nd DAY OF September 20 25Richard D. Jones Jr.
TAX ASSESSOR

PRIOR TO USE OF THIS FORM the following conditions must be met:

1. There must be at least one competent appraiser on the Tax Assessor's staff. MISS. CODE ANN. §27-3-52 and §27-39-329 (Supp. 1987).
2. True/Fair Market Value must be determined and updated as required in MISS. CODE ANN §27-35-50(4)(a) (Supp. 2002).

THIS FORM MAY NOT BE USED FOR ANY PARCEL OF LAND CLASSIFIED AS FARM-RESIDENTIAL.

Revised 03/27/07

* IN THE EVENT THE COUNTY TAX ASSESSOR WILL NOT ESTABLISH A FAIR MARKET RENT PLEASE CONTACT THE PUBLIC LANDS DIVISION MISSISSIPPI SECRETARY OF STATE'S OFFICE

** IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS YES, THEN THE TAX ASSESSOR CERTIFICATE MAY NOT BE USED AND A PRIVATE APPRAISAL MUST BE OBTAINED TO DETERMINE TRUE/FAIR MARKET VALUE AND FAIR MARKET RENTAL VALUE.



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Page 839

Hancock County School District

2025 16945
Deed Book & Page

Rhett Ladner
Superintendent of Education

October 2, 2025



Hendri M. Mott

Dear Board Members,

I am requesting approval for the following 16th section land matters:

Hancock County
I certify this instrument was filed on
11-17-2025 11:07:50 AM
and recorded in Deed Book
2025 at pages 16929 - 16945
Tiffany L Cowman

NEW LEASES -

- [REDACTED] - **Residential** [REDACTED] Section: 16-09S-16W- Parcel #185D-1-16-012.000 (1 acre) The current lease will be expiring. 2025 Tax Certificate shows that there will not be an increase in rent. Annual payment of \$384.00 will remain the same, effective October 3rd, 2025 running thru to the expiration on October 2nd, 2050. See Exhibit: (A) 2025 Tax Certificate
- **Marilyn Mayzak & August Percel II - Residential - #22668** Section: 16-9S-16W- Parcel #185-0-16-007.000 (1.04 acres) The current lease will be expiring. 2025 Tax Certificate shows that there will not be an increase in rent. Annual payment of \$399.36, effective October 3rd, 2025 running thru to the expiration on October 2nd, 2050. See Exhibit: (A) 2025 Tax Certificate.
- [REDACTED] - **Hunting & Fishing** - [REDACTED] Section 16-9S-16W, Parcel #175-0-16-001.000 (640 acres) Bids were opened and reviewed at the September 4th, 2025 meeting. The highest bid was matched by [REDACTED] as he is the present lessee. The new lease is effective from October 5th, 2025 to October 4th, 2030 with an annual payment of \$8,326.40.

If you have any questions, please contact me at (228) 255-0376, ext. 100112 or send me an email at.

Sincerely,

Suzanne Ladner
Suzanne Ladner
16th Section Land Manager

OCT 02 2025

Learning Today, Leading Tomorrow

Book 18
Page 839

Prepared By:

SUZANNE LADNER

18375 HWY 603

KILN, MS 39556

(228) 255-0376 100112

Return To:

SUZANNE LADNER

18375 HWY 603

KILN, MS 39556

(228) 255-0376 100112

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

HUNTING AND FISHING LEASE
16th SECTION PUBLIC SCHOOL TRUST LAND

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS HUNTING AND FISHING
LEASE AGREEMENT, (hereinafter "Lease Agreement"), is made and entered into this the
5th day of October, 2025 by and between the LESSOR,

HANCOCK COUNTY SCHOOL DISTRICT

18375 HWY 603

KILN, MS 39556

(228) 255-0376 100112

and LESSEE,

FLATLINE HUNTING CLUB, FLATLINE HUNTING CLUB Lease #18082

270 BENNDALE ROAD

BROOKLYN, MS 39425

(228) 671-0408

INDEXING INSTRUCTIONS:

Parcel 175 -0-16-001.000

WITNESSETH:

That, for the term and in consideration of the rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by LESSEE, and by the authority and under the direction of the LESSOR, LESSOR does hereby lease, let and rent unto LESSEE the following described land (hereinafter the "Leased Premises") to-wit:

Section 16 Township 9S Range 15W

MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS IF COPIED FULLY HEREIN.

1. Term. The term of this Lease Agreement shall be for Five (5) years, beginning on the 5th day of October, 2025, and terminating on the 4th day of October, 2030 (called the "primary term"). For purposes of this Lease Agreement the Anniversary Date shall be January 1st of each year.

Provided that this lease has not been terminated prior to the expiration date hereof and that LESSEE is in compliance with all terms and provisions of this lease, LESSEE may extend this lease upon the terms and in the manner provided in MISS. CODE ANN. 1972 §29-3-41 or such other statute as then may be applicable.

2. Annual Rent. LESSEE covenants and agrees to pay as rent to LESSOR the sum of Eight Thousand Three Hundred and Twenty-Six dollars and Forty cents (\$ 8326.40) per annum, on or before the Anniversary Date of this Lease Agreement each year; provided, however, that the payment of rent for the first year of this lease shall be due at the time of approval by LESSOR. The obligation of LESSEE to pay rent under this Lease Agreement is unconditional, and the rent shall not be subject to set off for any reason or cause. LESSOR and LESSEE agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Agreement is not refundable, and LESSEE waives any right or claim it may have to refund of rent paid. In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than 30 days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate") equal to the maximum rate then allowed by law or, if there is no maximum rate, then a rate equal to five percent per annum above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district in which LESSOR is located, calculated according to the actuarial method.

3. Taxes. LESSEE covenants and agrees to pay any and all general and special taxes and assessments, including drainage taxes, if ever any there be, applicable to the Leased Premises and LESSEE'S interest therein; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Agreement or any other fees so determined by law. All payments for general and special taxes and assessments, including drainage taxes shall be made directly to the governmental authority responsible for collecting such taxes and assessments. During the final year of the lease term, LESSOR or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments in advance or require that other security be given

to insure that taxes will be paid when due. In the event it becomes necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from LESSEE under this lease, then LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments.

4. Forest Lands Purpose. The Leased Premises covered by this lease is classified as FORESTLAND as provided by law. LESSEE recognizes, understands and acknowledges that LESSOR holds the Leased Premises for the purpose of planting, growing, protecting, maintaining, conserving, and harvesting therefrom trees, timber, pulpwood, and other forest products. Therefore, LESSEE'S exercise of any of its rights under this agreement shall in no way impede or hinder LESSOR in the full development, use, protection and enjoyment of said land as above described, and if it becomes necessary, expedient or advisable for LESSOR to prohibit, curtail, or suspend all hunting and or fishing on the Leased Premises, LESSOR shall have the right to do so upon written notice thereof to LESSEE, or LESSOR may cancel this lease as provided hereinafter. LESSEE further agrees that all rights, titles, and privileges hereunder granted are, and shall be all times expressly subject to LESSOR'S basic and primary right to prevent any fires, waste, nuisance, or unnecessary injury to said property or to the commercial values thereof.

5. Default. Any one of the following events shall constitute ground for immediate DEFAULT of this lease, at LESSOR'S option:

- i. Failure to pay rent, or any taxes or assessments within 60 days after the due date thereof;
- ii. Use of the Leased Premises for commercial hunting operation;
- iii. Any breach by LESSEE of any covenant, duty or obligation of this Lease Agreement.

In the event of LESSEE'S breach of any covenant or obligation contained in this lease, excepting the obligation to pay rent, taxes or assessments, LESSEE shall be entitled to notice in writing of the breach and shall have thirty (30) days from the date of the notice to cure or correct such breach. Upon the failure of LESSEE to correct or cure such breach, LESSOR shall have the option to declare this lease in immediate default. No notice to LESSEE is required prior to declaring this lease in default for the failure to pay any rent, tax, or assessment hereunder. LESSOR'S failure to assert any grounds for default shall not be deemed a waiver of the right to do so at any later time.

6. Remedies. Upon declaring this lease in default, LESSOR shall have the following rights and may exercise anyone or more of the following remedies in addition to such other rights, remedies, penalties and liens as may be allowed by other provision of this lease, by law or in equity: (a) LESSOR may declare this lease terminated and may then enter upon and take possession of the Leased Premises; LESSOR shall not be obligated to re-let the premises, but any amount received pursuant to any subsequent lease shall be the exclusive property of LESSOR; (b) LESSOR may declare all rent for the remaining term of the lease to be immediately due and payable and LESSEE shall be liable therefor with interest until paid at the highest rate allowed by law; upon failure to pay the same promptly, LESSOR may declare this lease terminated and may collect the accelerated amount of rentals due without credit to

LESSEE for any sums received on re-letting; (c) LESSOR may permit this lease to remain in force and may collect rents in intervals or as the same accrue; (d) LESSOR may require specific performance of LESSEE'S obligations with respect to condition of the premises or may hold LESSEE liable for the cost of performing such obligations.

7. Breach of Lease Agreement. If LESSEE breaches any of the provisions of this Lease Agreement and fails to cure the same after thirty (30) days written notice from LESSOR (as to a breach for which notice is applicable), then LESSEE, in addition to any other damages for which it may be responsible, shall pay LESSOR its reasonable costs and expenses in enforcing the Lease Agreement, including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers.

8. Assignment. This lease SHALL NOT BE ASSIGNED OR SUBLEASED Assignment or sublease of this Lease Agreement or any rights hereunder shall automatically terminate this lease without any further notice or action by LESSOR.

9. Notices. All notices specified by this instrument shall be in writing and sent by registered or certified mail, postage prepaid to the following addresses or hand-delivered in person, delivered by facsimile or otherwise to the following persons. By written notice, either party may change the persons or addresses to whom notice shall be given.

16th Section Manager

SUZANNE LADNER

18375 HWY 603

KILN, MS 39556

(228) 255-0376 100112

To LESSEE:

FLATLINE HUNTING CLUB, FLATLINE HUNTING CLUB

270 BENNDALE ROAD

BROOKLYN, MS 39425

(228) 671-0408

10. Indemnification. LESSEE shall protect, indemnify, defend save, and hold harmless LESSOR, the State of Mississippi, and the Secretary of State, their officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and cost of every kind and nature whatsoever ("loss"), including but not limited to all court costs and attorneys fees and all personal injury or death and/or damage to any person or entity including, but not limited to, LESSOR and its property or other loss arising out of any alleged noncompliance with laws or caused by LESSEE'S exercise of its rights under this Lease Agreement and/or resulting from the actions or omission of LESSEE in connection with its presence on or any use of the Leased Premises by LESSEE, its officers, agents, subcontractors, employees or invitees. Provided,

however, it is understood that the indemnity provided by LESSEE as described in this paragraph shall not extend to intentional or negligent acts of LESSOR, its officers, or agents. In the event the intentional or negligent acts of LESSOR, its officers or agents, are not the direct and sole proximate cause for one hundred percent (100%) of the loss of claim, LESSEE shall be responsible to fulfill its obligations under this paragraph for the percentage of liability not attributable to LESSOR, its officers or agents.

11. Condemnation. If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for LESSEE'S permitted activities, should be condemned for any public use or conveyed under threat of condemnation, then this lease shall terminate on the date possession is acquired by the condemning authority, and rent shall be apportioned as of that date. All compensation awarded or paid upon such total or partial taking of the Leased Premises shall belong to LESSOR without participation by LESSEE except to the extent the award fairly represents the value of improvements which are the property of LESSEE. It is provided, however, that nothing herein shall preclude LESSEE from prosecuting any claim directly against the condemning authority for damages or any other amounts to which a tenant may be entitled provided that no such claim shall diminish or otherwise adversely affect the amount of LESSOR'S award.

12. General Duties of LESSEE. LESSEE expressly covenants and agrees:

- a. To use every precaution to protect the aforesaid timber, trees, and forest products from fire or other damage, and to that end, LESSEE will assist and exercise every effort in putting out any fire that may occur on said lands. In the event that any fire shall be willfully or negligently started or allowed to escape on said lands by LESSEE, LESSOR shall have the right immediately to cancel this lease without notice, and any unearned rentals heretofore paid shall be forfeited to LESSOR. In addition, LESSOR shall be entitled to recover from LESSEE any damages which LESSOR sustains as the result of such fire;
- b. Not to damage any tree or tree seedlings in any way, nor cut or pierce any tree of any kind, dead or alive, and not to attach any stand or blind or other paraphernalia to any tree of any kind except with the prior written permission of the County Forester or authorized timber manager; and further, to assume responsibility, and to pay for any trees, timber, or other forest products that may be cut, used, damaged and/or removed from said lands by LESSEE;
- c. To comply, and to require compliance by all persons to whom hunting and/or fishing privileges as aforesaid shall be extended hereunder, with all laws, rules and regulations now existing or hereinafter enacted by any county, state, or federal authority with respect to uses and activities permitted hereunder. Any violation of any such laws, rules or regulations shall constitute a material breach of this lease and shall give LESSOR the right and privilege of canceling this lease, with or without notice, and in such an event any unearned rentals paid hereunder shall be forfeited to LESSOR as liquidated damages for breach of this agreement. Bag limits and fishing limits and the length of hunting and fishing seasons shall strictly conform to the effective local, state or federal game laws and regulations;
- d. To exercise all reasonable precautions in and about the enjoyment of LESSEE'S rights hereunder with respect to LESSEE'S safety and the safety of others using said privileges under LESSEE'S authority;
- e. Not to construct or install upon said lands any plantings, food plots, roads, bridges,

fences, camps, buildings, lodges, shelters, docks, dog pens, piers, landings or other structures, permanent or temporary, without having first obtained in writing the consent of LESSOR thereto;

- f. Not to hinder, impede or deny access to representatives, agents or employees of the LESSOR, the Mississippi Forestry Commission, the Mississippi Department of Wildlife Fisheries and Parks or the Secretary of State while carrying out their official responsibilities; instead, LESSEE covenants and agrees to cooperate with these representatives in carrying out their official responsibilities; LESSEE further agrees to furnish his name, address and telephone number to the County Forester or forest manager and to keep said information current with said individual;
- g. Not to conduct or permit the conduct of any unlawful or immoral activities upon the Lease Premises;
- h. To exercise due diligence in the protection of the topsoil and other property of LESSOR on the Leased Premises. And not to bring or leave litter, trash, rubbish or any toxic or hazardous substance upon the Leased Premises. And not to commit, cause to be committed or permit any act of waste upon the Leased Premises. Waste shall include, but shall not be limited to acts, or the failure to act, that result in the loss of topsoil, or the contamination of soil, or surface or ground water;
- i. To be responsible to LESSOR for any and all damages to the Leased Premises caused by the activities of LESSEE;
- j. Not to use, or permit the use of the Leased Premises for any activity deemed extra-hazardous;
- k. Not to use vehicles on any road or any part of the Leased Premises while the soil is wet to the extent that ruts and erosion will result on the road or land from such use;
- l. To maintain the Leased Premises in a neat and orderly manner and refrain from creating or causing any unsafe or unsightly conditions, attractive nuisances or other nuisances;
- m. To strictly comply with all federal, state and local laws and regulations pertaining to the environment including, but not limited to, laws and regulations relating to air, water, soil and toxic or hazardous substances;
- n. Not to make any alteration upon the Leased Premises without the express prior written consent of LESSOR;
- o. Not to alter or obstruct any drain or drainage way on the Leased Premises;
- p. To surrender and deliver full, quiet and peaceful possession of the Leased Premises to LESSOR upon expiration or termination of this lease.

13. Warranties. This lease is made and accepted (1) without any representation or warranties of any kind on the part of LESSOR as to title or suitability to the purpose for which the same is granted; and (2) expressly subject to any and all existing easements, reservations, rights-of-way, contracts, leases or other encumbrances or servitudes now of record or on the ground affecting the lands herein described, or to any such agreements that may hereafter be granted from time to time to others by LESSOR.

14. Lease Premises. LESSEE assumes responsibility for the condition of the premises and LESSOR shall not be liable or responsible for any damages or injuries caused by any vices or defects therein to LESSEE or to any occupant or to anyone in or on said premises who derives his right to be thereon from LESSEE.

15. Reservations. LESSOR reserves title to all oil or gas, coal, lignite or other minerals in,

on, or under the Leased Premises, together with the right to enter and remove the same, but not in a manner which interferes with LESSEE'S operations on the Leased Premises.

16. Rights-of-Way. LESSOR reserves the right to grant or sell rights-of-way across said lands for roads, highways, railroads, fiber optic cables or any public utility line, provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed in a manner so as not to interfere with LESSEE'S operations.

17. Recording. Lessee will deliver a check in the requisite amount to the Lessor that is payable to the Chancery Clerk to cover recording fees. The Lessor will deliver this Lease Agreement to the Chancery Clerk of the necessary County for recording.

18. Immunity. No provision of this Lease Agreement, whether requiring LESSEE to maintain insurance or to indemnify LESSOR or otherwise, shall be construed as a waiver by LESSOR of any provision of law related to governmental immunity.

19. Interpretation. The parties to this Lease Agreement acknowledge that they have freely entered into this Lease Agreement and any ambiguities shall not be construed against a single party.

20. Definition of LESSEE. It is further stipulated and agreed that wherever the word "LESSEE" is used herein, it is intended, and shall be deemed, to include and shall be binding upon LESSEE'S members, agents, servants, employees, contractees, invitees, licensees, and guests.

21. Governing Law. This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi. Jurisdiction and venue for any actions arising from this Lease Agreement and any amendments hereto shall rest exclusively in the Chancery Court of HANCOCK Mississippi.

22. Secretary of State. By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the LESSOR has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

23. Supervisory Right. Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Agreement in the event LESSOR fails to do so in a timely manner. In the event the Secretary institutes legal action to enforce the terms of this Lease Agreement he shall have all rights as are conferred to LESSOR.

24. Additional Provisions. This Lease Agreement contains an Exhibit "B". Any additional or special provisions to this Lease Agreement are set forth in Exhibit "B" and incorporated by reference as if copied fully herein. If there are no additional or special provisions then Exhibit "B" shall state "NONE".

25. Entire Agreement. This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this agreement. This Lease Agreement contains Exhibits "A" and "B". If Exhibits "A" and "B" are not attached to this Lease Agreement, then this Lease Agreement shall be null and void.

IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the 5th day of October, 2025.

Signed, Sealed and Delivered in the Presence of:

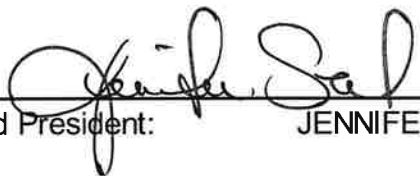
LESSOR:

APPROVED:

HANCOCK COUNTY SCHOOL DISTRICT
School District



Superintendent: RHETT LADNER



Board President: JENNIFER SEAL



Secretary of State:
Michael Watson

LESSEE:



Printed Name:



FLATLINE HUNTING CLUB

ACKNOWLEDGMENTS

School District

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

Personally appeared before me, the undersigned authority in and for said county and state, on this 5th day of October, 2025, within my jurisdiction, the within named RHETT LADNER, Superintendent of Schools and JENNIFER SEAL, school board President of the HANCOCK COUNTY School District Board of Education, who acknowledged that in said representative capacity as Superintendent of Schools and President of the Board of Education of the HANCOCK COUNTY School District, they executed the above and foregoing instrument for and on behalf of said Board of Education, after first having been duly authorized so to do.

Suzanne Ladner

Printed Name:

Suzanne Ladner

(Notary Public)

My Commission Expires:

August 16, 2028



ACKNOWLEDGMENTS

Lessee - Personal

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me, the undersigned authority in and for said county and state, on this the 5th day of October, 2025, within my jurisdiction, the within named Flatline Hunting Club-Duane Caughlin, who acknowledged that he / she executed the above and foregoing instrument.

Suzanne Ladner
Printed Name: Suzanne Ladner
(Notary Public)
My Commission Expires: August 16, 2028



Lessee - Corporate

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me the undersigned authority in and for said county and state, on this the _____ day of _____, 2____, within my jurisdiction, the within named _____, who acknowledged to me that he / she is the _____ of _____, and that in said representative capacity he / she executed the above and foregoing instrument, after first having been duly authorized so to do.

Printed Name: _____
(Notary Public)
My Commission Expires: _____

(Affix official seal, if applicable)

EXHIBIT "A": DESCRIPTION OF PROPERTY

ALL OF 16-9S-15W, HANCOCK CO, MS FOR A TOTAL OF 640 ACRES

EXHIBIT "B": ADDITIONAL PROVISIONS

none

SIGNATURE ADDENDUM

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this HUNTING AND FISHING Lease Agreement between

HANCOCK COUNTY SCHOOL DISTRICT

as LESSOR and FLATLINE HUNTING CLUB, FLATLINE HUNTING CLUB as LESSEE with a rent amount of \$ 8326.40 dated 5th day of October, 2025 in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the HANCOCK COUNTY School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.



Secretary of State:
Michael Watson



Book 18
Page 839

Hancock County School District

2025 16928
Deed Book & Page

Rhett Ladner
Superintendent of Education



Hanki M. Ford

54

October 2, 2025

Dear Board Members,

Hancock County
I certify this instrument was filed on
11-17-2025 11:03:39 AM
and recorded in Deed Book
2025 at pages 16914 - 16928
Tiffany L Cowman

I am requesting approval for the following 16th section land matters:

NEW LEASES -

- [REDACTED] - **Residential** - # [REDACTED] Section: 16-09S-16W- Parcel #185D-1-16-012.000 (1 acre) The current lease will be expiring. 2025 Tax Certificate shows that there will not be an increase in rent. Annual payment of \$384.00 will remain the same, effective October 3rd, 2025 running thru to the expiration on October 2nd, 2050. See Exhibit: (A) 2025 Tax Certificate
- [REDACTED] - **Residential** - # [REDACTED] Section: 16-9S-16W- Parcel #185-0-16-007.000 (1.04 acres) The current lease will be expiring. 2025 Tax Certificate shows that there will not be an increase in rent. Annual payment of \$399.36, effective October 3rd, 2025 running thru to the expiration on October 2nd, 2050. See Exhibit: (A) 2025 Tax Certificate.
- **Flatline Hunting Club – Hunting & Fishing - #18082** Section 16-9S-16W, Parcel #175-0-16-001.000 (640 acres) Bids were opened and reviewed at the September 4th, 2025 meeting. The highest bid was matched by Kevin Lafontaine, Flatline Hunting Club as he is the present lessee. The new lease is effective from October 5th, 2025 to October 4th, 2030 with an annual payment of \$8,326.40.

If you have any questions, please contact me at (228) 255-0376, ext. 100112 or send me an email at.

Sincerely,

Suzanne Ladner
Suzanne Ladner
16th Section Land Manager

OCT 02 2025

Learning Today, Leading Tomorrow



Hancock County School District

Rhett Ladner
Superintendent of Education

November 17, 2025

Dear Board Members,

I am requesting approval for the
Hancock County Board of Education

0060

Hancock County School 11/17 2025

New Leases

- **Viola Ishem – Reside**
012.000 (1 acre) The c
will not be an increase
effective October 3rd,
See Exhibit: (A) 2025
- **Marilyn Mayzak & A**
Parcel # 185-0-16-007
Certificate shows that
\$399.26, effective Oct
2050. See exhibit: (A)
- **Flatline Hunting Clu**
175-0-16-001.000 (6
2025 meeting. The hig
Lafontaine as he is the
2025 to October 4th, 20

TIFFANY LEE COWMAN
HANCOCK COUNTY CHANCERY CLERK
854 Highway 90, Suite B • Bay St. Louis, Mississippi 39520
Telephone (228) 467-5404

Hunting & Fishing			
2025-16914	Lease 15pgs	\$ 36	00
2025-16929	Residential Lease 17pgs	\$ 38	00
2025-16946	Residential Lease 17pgs	\$ 38	00
Total Due.		\$ 112	00

If you have any questions, please

Sincerely,

Suzanne Ladner

Suzanne Ladner
16th Section Land Manager

Attachments

18375 Highway 603, Kiln, MS 3

Please remit with payment

Thanks

A RESOLUTION OF THE HANCOCK COUNTY BOARD OF SUPERVISORS RENAMING THE HANCOCK COUNTY EMERGENCY OPERATIONS CENTER AS THE "BRIAN 'HOOTY' ADAM EMERGENCY OPERATIONS CENTER" IN RECOGNITION OF EMA DIRECTOR BRIAN ADAM FOR HIS DEDICATION AND YEARS OF SERVICE TO HANCOCK COUNTY.

WHEREAS, Brian "Hooty" Adam has served as the Emergency Management Agency Director for Hancock County for over 22 Years beginning in February of 2003 until November of 2025. He provided the essential leadership through Hurricane Katrina as well as other natural disasters in Hancock County, while also assisting other areas affected by catastrophes across the State of Mississippi.

WHEREAS, before being selected to lead the Hancock County Emergency Operations Center Brian "Hooty" Adam served as the Assistant Fire Chief for the City of Bay St. Louis and also worked for the City of Diamondhead Fire Department where he started his career.

WHEREAS, Brian "Hooty" Adam, provided exemplary leadership and public service to Hancock County by coaching and running youth baseball in Bay St. Louis, and youth football in Hancock County where he is still involved today.

WHEREAS, be it forever remembered on this day the Hancock County Board of Supervisors intend to honor and memorialize the leadership and devotion to the citizens of Hancock County by officially naming the aforementioned building as the Brian "Hooty" Adam Emergency Operations Center.

NOW, THEREFORE, BE IT RESOLVED AND APPROVED BY THE BOARD OF SUPERVISORS OF HANCOCK COUNTY, MISSISSIPPI, AS FOLLOWS:

District 4 Supervisor moved the adoption and Supervisor 2 seconded the Motion to approve this Resolution of the Hancock County Board of Supervisors Renaming the Emergency Operations Center as the BRIAN "HOOTY" ADAM EMERGENCY OPERATIONS CENTER.

Supervisor District 1 voted yes
Supervisor District 2 voted yes
Supervisor District 3 voted yes
Supervisor District 4 voted yes
Supervisor District 5 voted yes

The majority of the members present having voted in the affirmative, the motion was declared carried, and the Resolution adopted on this the 17th day of November 2025.

Attest:

Tiffany Lee Cowman

Scotty Adam
BOARD PRESIDENT, Scotty Adam



**BRIAN "HOOTY" ADAM
EMERGENCY
OPERATIONS
CENTER**

