



Rankin County Board of Supervisors

Regular Board Meeting

~ Minutes ~

211 East Government Street
Brandon, MS 39042
www.rankincounty.org

Larry Swales
Chancery Clerk

Monday, June, 19, 2023 9:00 AM Rankin Board Room

I. Call to Order

9:00 AM Meeting called to order on June 19, 2023 at Rankin Board Room, 211 East Government Street, Suite A, Brandon, MS.

Attendee Name	Title	Status	Arrived
Daniel Cross	Supervisor District 2	Present	
Steve Gaines	President	Present	
Brad Calhoun	Supervisor District 3	Present	
Jared Morrison	Supervisor District 1	Present	
Jay Bishop	Vice President	Present	
Craig Slay	Board Attorney	Present	
Keith Hicks	County Administrator	Present	
Larry Swales	Chancery Clerk	Present	

II. INVOCATION

Board Attorney, Craig Slay

III. PUBLIC COMMENTS AND RECOGNITION

- A. Board President, Steve Gaines, thanked all the county departments, energy crews and residents for help provided during the latest storms that came through the area
- B. Presentation of 2023 Recipient of the MAS County Employee Scholarship Awarded by the Mississippi Association of Supervisors and the Rankin County Board of Supervisors to Wyatt B. Hicks
- C. Discussion of, and potential action regarding, written requests for assistance received from Rankin County School District related to Supervisor District 3 and Supervisor District 4 for various road department actions

* Shane Sanders, Deputy Superintendent, present regarding request

RESULT: NO ACTION

- D. Motion to add "Discussion and potential action regarding Monterey Volunteer Fire Department and establishing leadership for the department" to the agenda

RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Jared Morrison, Supervisor District 1
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

- E. Discussion and potential action regarding Monterey Volunteer Fire Department and establishing leadership for the department. Authority to approve six (6) individuals to serve as an independent

board to help establish leadership for Monterey Volunteer Fire Department, as presented by Brett Ishee, Fire Coordinator.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Jared Morrison, Supervisor District 1
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

IV. OLD BUSINESS

- A. Minutes
- A. June 5, 2023
- Approval

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Jay Bishop, Vice President
SECONDER: Daniel Cross, Supervisor District 2
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

V. CONSENT AGENDA

***Adopt as amended - Removal of Item 1. C. (Moved to additional business for discussion)**

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Jay Bishop, Vice President
SECONDER: Daniel Cross, Supervisor District 2
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

1. APPROVAL OF THE FOLLOWING:

Financial

- A. Approval of claims docket in the amount of \$7,002,359.72
- Those items found in the claims docket, to include but not limited to, contractual services, regular and recurring operating expenses, engineering services, additional legal services, etc., are found to be reasonable and necessary for conducting the county’s business.
- B. Acknowledgement receipt of Budget and Financial Reports for the month of June, 2023
- Contracts, Leases and Grants*
- C. Request approval of new Other Leasehold Interest Contract for Sixteenth Section Lands between Rankin County Board of Education (Lessor) do hereby sell, convey, and warrant unto Ryan and Haley Collins (Lessee)
- D. Request approval of Amended Assignment of Residential Leasehold Interest Contract for Sixteenth Section Lands between Rankin County Board of Education (Lessor) do hereby sell, convey, and warrant unto Steven A. Nevels (Lessee)
- E. Authority for Sheriff’s Department to enter into a Health Care Services Extended Agreement with VitalCore Health Strategies, LLC to act as contractor in substitution for all Mississippi Correctional Services, LLC, for health care services to inmates and authority for Board President to execute agreement
- F. Authority for Sheriff’s Department to amend the agreement with Keefe Commissary Network, LLC., for services relating to

commissary products, to amend the amount of commission received from 25% to 23.7% and authority for authorized personnel to execute documents

- G. Authority for Sheriff's Department to apply for the Mississippi Department of Public Safety TRIAD program grant for \$1,500.00 that must be spent on reduction of crime against the elderly
- H. Authority for Rankin County to enter into contract with CrowdStrike to provide data protection

Other

- I. Authority to conduct repairs and improvements to Star Baptist Church, at 301 Mangum Dr. Star, MS, parking areas and to provide for ADA accessibility pursuant to Miss. Code Ann. Section 23-15-259
- J. Acknowledgement of receipt of proposed Legal Services Agreement between the Rankin County Sheriff's Office and Biggs, Ingram and Solop, PLLC. Authorization of Board President and Rankin County Sheriff to execute the agreement. This agreement is authorized pursuant to Miss. Code Ann. Section 19-3-47(3)(e). Compensation for services provided under the agreement will be remunerated through the budgeted operations of the Rankin County Sheriff's Office

2. *AUTHORITY TO ISSUE CHECKS:*

Dues and Training Conferences

- A. Authority to pay for ROCIC Membership Service Fees for the period of July 2023 through June 2024 in the amount of \$300.00 for the Sheriff's Department and authority to issue check
- B. Authority to pay registration fees in the amount of \$200.00 per attendee for Hope Wallace, Antonio Rand, Eric Mallery and Heath Spears to attend the 44th Juvenile Justice Symposium on August 9 - 11, 2023, at the Golden Nugget in Biloxi, Mississippi and authority to pay any travel related expenses
- C. Authority to pay 2022-2023 membership dues in the amount of \$250.00 for Judge Whitney Adams to the Mississippi Justice Court Judges Association (MJCJA) and authority to issue check
- D. Authority to pay registration fees in the amount of \$175.00 each for Brigitte Herring and Rachel Knight to attend the MAGPPA Annual Conference and Vendor Expo on October 15-18, 2023, in Natchez, MS and authority to issue check and pay any travel related expenses
- E. Authority to pay registration fees in the amount of \$200.00 and hotel fees in the amount of \$209.96 per attendee for 6 Youth Court employees to attend the 44th Juvenile Justice Symposium on August 9 - 11, 2023, at the Golden Nugget in Biloxi, Mississippi and authority to issue checks
- F. Authority to pay MADCP registration fees in the amount of \$200.00 each and hotel expenses in the amount of \$206.00 each for 10 Youth Court employees to attend the 18th Annual Mississippi Association of Drug Court Professionals' Drug Court Conference in Biloxi, MS on August 23-25, 2023 and authority to pay for an extra night for Jessica Culpepper and Stacey Overstreet in the amount of \$103.00 each and authority to issue check and pay any travel related expenses (Reimbursement will be made through the AOC

Intervention Court Funds and the SAMHSA and JJ Family Court Grant)

- G. Authority to pay registration fees in the amount of \$795.00 for Joshua Ellis to attend the (FBI-LEEDA) Command Leadership Institute on July 10-14, 2023, in Southaven, MS and authority to issue check and pay any travel related expenses**
- H. Authority to issue check upon receipt of invoice for Christy Snow to attend the Courtroom Testimony course in Pensacola, FL on July 26-28, 2023 and pay any travel related expenses**
- I. Authority to pay registration fees in the amount of \$150.00 and hotel fees in the amount of \$387.00 for Kathy Vanek to attend the Mississippi Association of Code Enforcement Education Conference on August 16 - 18, 2023, in Biloxi, MS, and authority to issue check and pay any travel related expenses**
- J. Authority to pay registration fees in the amount of \$655.00 each for Gerrad Bacon and John Burt to attend the Advanced Crime Scene Investigations class at the Law Enforcement Academy in Tuscaloosa, AL, and authority to issue check and pay any travel related expenses**
- K. Authority to pay 2023-2024 membership dues in the amount of \$75.00 for Trey Spillman to the Mississippi Prosecutors Association and authority to issue check**
- L. Authority to pay the Mississippi Association of Juvenile Detention Professionals (MAJDP) membership dues in the amount of \$10 each for 22 individuals of the Sheriff's Office**

Other

- M. Authority to issue check to ProCare Services in the amount of \$4,410.00 for annual contract for heart monitors; approved on 5/15/2023**
 - N. Authority to issue check to Stribling Equipment, LLC in the amount of \$1,300.00 for transportation of John Deere 648 Skidder**
- 3. AUTHORITY TO APPROVE THE FOLLOWING INVENTORY CHANGES:**
- A. Approval of the Following Inventory Changes to Add Items, Remove Items from the County Inventory that Are Broken (See Attached)**
 - B. Approval to remove 1-Glock 19 9MM Semi Auto Pistol Serial #BGVX021, Inventory Asset #13017, from the Sheriff's Department Inventory and sell the retiree's weapon to retiring Officer Brad Smith, retiring June 30, 2023, in compliance of MS Code Ann. §45-9-131**
- 4. AUTHORITY TO APPROVE THE FOLLOWING PERSONNEL RECOMMENDATIONS:**
- A. Authority to approve the following Personnel Recommendations: Sheriff's Department: Courtney Burnside (Certified Detention Officer) at Step 314; Nathan Ford (Certified Adult Detention Officer) at Step 314; Grayson Manning (Certified Adult Detention Officer) at Step 314; James Monkus (Certified Adult Detention Officer) at Step 314; Jamie Thompson (Certified Detention Officer) at Step 314; District Attorney's Office: Samuel Lee Wilkins (Recommendation to pay an annual salary of \$60,240.00, New annual salary commencing July 1, 2023; Ninety-one percent of this salary will be reimbursed by D.A. Office)**

5. RECORD VARIOUS DOCUMENTS TO BE MADE A PERMANENT PART OF THE MINUTES

A. Record Various Documents to be Made a Permanent Part of the Minutes

1.

a

Vardoc Approved Construction Change Order Request No. 1 (SAP 61 (19)M) (PDF)
2.

b

Vardoc Executed Contract Documents & Specifications for UT Neely Creek Ditch Flood Impacts (PDF)
3.

c

Vardoc Executed MDEQ MCWI Agreement Modification as it Regards to Title VI of the Civil Rights Act of 1964 (PDF)
4.

d

Vardoc Executed Professional Services Agreement with Chempro Services, LLC (PDF)

VI. JOHN SULLIVAN, TAX ASSESSOR

A. Petitions to adjust 2022 Homestead Exemption Supplemental Roll

RESULT:

ADOPTED [UNANIMOUS]

MOVER:

Jared Morrison, Supervisor District 1

SECONDER:

Brad Calhoun, Supervisor District 3

AYES:

Cross, Gaines, Calhoun, Morrison, Bishop

VII. BRIGETTE HERRING, PURCHASE CLERK

- A. Authority to award semi-annual term bids for the Unit System:(*See Below)
1.

Asphalt
2.

Scrub Seal, Slurry Seal, Micro-Surfacing, Micro-Surfacing Modified
3.

Metal Culverts
4.

Polypropylene Culverts
5.

Crushed Aggregates
6.

Gravel
7.

Soil Stabilization
8.

Polyurethane Foam Application and Curb & Gutter Removal and Replacement

* Approval to reject bids received from T. L. Wallace for Bid # 23-300-10, and award bid to Vance Brothers for Items 4a, 4b, & 4c (no bids received for Items 1-3), due to prior negative experience with T. L. Wallace, resulting in Vance Brothers being the lowest and best bid with T. L. Wallace as an alternate. Authority to award all other semi-annual term bids for the Unit System as recommended.

RESULT:

ADOPTED [UNANIMOUS]

MOVER:

Jay Bishop, Vice President

SECONDER:

Jared Morrison, Supervisor District 1

AYES:

Cross, Gaines, Calhoun, Morrison, Bishop

VIII. TIM PARKER, COUNTY CONSULTING ENGINEER

A. Barksdale Ridge- Approval of Preliminary Plat (District 2)

RESULT:

ADOPTED [UNANIMOUS]

MOVER:

Daniel Cross, Supervisor District 2

SECONDER:

Jay Bishop, Vice President

AYES:

Cross, Gaines, Calhoun, Morrison, Bishop

- B. Approve pay application number 3 from Hemphill Construction Company, Inc for work completed on the Andrew Jackson Circle Improvement Project in the amount of \$212,234.99 and authority to issue check

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jared Morrison, Supervisor District 1
SECONDER: Jay Bishop, Vice President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

- C. Approve pay application number 7 from Hemphill Construction Company, Inc for work completed on the Gunter Road Improvement Project in the amount of \$457,884.64 and authority to issue check

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jared Morrison, Supervisor District 1
SECONDER: Jay Bishop, Vice President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

- D. Motion to add "Millcreek Bank Stabilization Project: Approval to award bid to Southeastern Pipeline & Environmental Services and authority for the board president to execute contract" to the agenda

RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Jay Bishop, Vice President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

- E. Millcreek Bank Stabilization Project: Approval to award bid to Southeastern Pipeline & Environmental Services and authority for the board president to execute contract

RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Jay Bishop, Vice President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

IX. CRAIG SLAY, BOARD ATTORNEY

SET PUBLIC HEARINGS:

- A. Set Public Hearing for June 29, 2023, at 9:00 a.m. for Timothy Jones Nuisance Property, 102 Oakdale Circle (District 4)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Jared Morrison, Supervisor District 1
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

- B. Set Public Hearing for June 29, 2023, at 9:00 a.m. for Terry Jobe Nuisance Property, 427 Mallard Point (District 3)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Jared Morrison, Supervisor District 1
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

- C. Set Public Hearing for June 29, 2023, at 9:00 a.m. for MSTREO, LLC. Nuisance Property, 600 Jerusalem Church Road (District 3)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Jared Morrison, Supervisor District 1
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

OTHER

- D. Acknowledgement of receipt of full reimbursement to Rankin County for cost to repair damages to county-owned fire truck assigned to Walters Volunteer Fire Department in the amount of \$2,154.51. Authority of County Administrator to execute, Full, Final and Absolute Release in exchange for full damage reimbursement. Authority of Board Attorney to dismiss pending litigation against tortfeasor

RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Jared Morrison, Supervisor District 1
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

- E. Acknowledgment of receipt of written request from Roy’s Fireworks, to conduct fireworks display in unincorporated Rankin County on July 1, 2023, at 9:00 p.m. Acknowledgment of receipt of all things required by Rankin County Fireworks Ordinance from Roy’s Fireworks, including documentation reflecting plan and insurance coverage. Authorization of Roy’s Fireworks, to conduct fireworks display. Authorization of County Fire Coordinator to communicate board authorization to Roy’s Fireworks

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Vice President
SECONDER: Jared Morrison, Supervisor District 1
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

- F. Adoption of Resolution Amended Rankin County Solid Waste Management Plan. Authorization of Board President to execute Resolution Authorizing Amendment to Rankin County Solid Waste Management Plan as requested by Maintenance Systems, Inc.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Jared Morrison, Supervisor District 1
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

X. KEITH HICKS, COUNTY ADMINISTRATOR

- A. Approval for Rankin County to enter into Annual Computer Software Rental and Support Agreement with Data Systems Management, Inc. and authority to execute documents

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Vice President
SECONDER: Daniel Cross, Supervisor District 2
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

- B. Authorization for County Administrator to sign Large Construction Notice of Intent for coverage under the large construction storm water general NPDES Permit for submission to MDEQ, associated with Millcreek project

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Daniel Cross, Supervisor District 2
SECONDER:	Jay Bishop, Vice President
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

XI. ADDITIONAL BUSINESS TO BE DISCUSSED

- A. Authorization for Road Department to conduct work requested in writing from the Rankin County School District for county assistance the following schools: District One -Richland High, Richland Upper Elementary, and Richland Elementary request county assistance with the repair of potholes in the school parking lots; Steen’s Creek Elementary request county assistance with the repair of potholes in the school parking lots; Florence High, Florence Middle, and Florence Elementary request county assistance with the repair of potholes in the school parking lots that is permitted pursuant to Miss. Code Ann. §19-3-42(4)

RESULT:	NO ACTION
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- B. Discussion regarding small cell tower applications and establishing a permit structure to address applications received for public right of way
- C. Approval of Budget Amendment in the Road Fund for an increase in the amount of \$600,000.00 for Road Maintenance Projects as authorized per transfer of funds from General County on 5/15/2023

*Item 1. C. - moved from Consent

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Bishop, Vice President
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

- D. Mike Word, EOC Director, provided an update on weather sirens - new hardware estimate requested for all sirens

XII. EXECUTIVE SESSION

- A. Motion to discuss the need to go into Executive Session

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Daniel Cross, Supervisor District 2
SECONDER:	Steve Gaines, President
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

- B. Motion to go into Executive Session to discuss potential litigation and personnel

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Daniel Cross, Supervisor District 2
SECONDER:	Steve Gaines, President
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

- C. Motion to come out of Executive Session

RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Daniel Cross, Supervisor District 2
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

- D. Outcome of Executive Session
No action taken

XIII. ADDED ITEMS

- A. Motion to add "Authority to declare an emergency and the immediate repair on Waterwood Drive (Waterwood Subdivision), due to the street being impassable and unsafe" to the agenda

RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Brad Calhoun, Supervisor District 3
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

- B. Authority to declare an emergency and the immediate repair on Waterwood Drive (Waterwood Subdivision), due to the street being impassable and unsafe

RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Brad Calhoun, Supervisor District 3
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

XIV. Motion to Recess Until June 29, 2023, at 9:00 a.m.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Jay Bishop, Vice President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

This the 19th Day of June, 2023




STEVE GAINES, PRESIDENT
RANKIN COUNTY BOARD OF SUPERVISORS



LARRY SWALES, CLERK OF THE BOARD

SUMMARY OF ALL FUNDS

FUND 1 Claims	2072 to 2305 Checks	234 Total	1,324,482.28 Manual	Held	Total	1,324,482.28
FUND 12 Claims	62 to 66 Checks	5 Total	11,434.22 Manual	Held	Total	11,434.22
FUND 25 Claims	35 to 40 Checks	6 Total	765,766.45 Manual	Held	Total	765,766.45
FUND 97 Claims	133 to 150 Checks	18 Total	59,609.87 Manual	Held	Total	59,609.87
FUND 104 Claims	9 to 9 Checks	1 Total	758.81 Manual	Held	Total	758.81
FUND 105 Claims	60 to 69 Checks	10 Total	682,075.15 Manual	Held	Total	682,075.15
FUND 106 Claims	85 to 89 Checks	5 Total	3,498.42 Manual	Held	Total	3,498.42
FUND 114 Claims	55 to 61 Checks	7 Total	9,092.33 Manual	Held	Total	9,092.33
FUND 150 Claims	637 to 719 Checks	83 Total	588,423.00 Manual	Held	Total	588,423.00
FUND 160 Claims	66 to 72 Checks	7 Total	22,734.90 Manual	Held	Total	22,734.90
FUND 198 Claims	7 to 8 Checks	2 Total	1,327,281.05 Manual	Held	Total	1,327,281.05
FUND 208 Claims	10 to 10 Checks	1 Total	4,000.00 Manual	Held	Total	4,000.00
FUND 319 Claims	30 to 30 Checks	1 Total	51,490.73 Manual	Held	Total	51,490.73
FUND 320 Claims	11 to 11 Checks	1 Total	5,400.00 Manual	Held	Total	5,400.00
FUND 325 Claims	22 to 23 Checks	2 Total	23,430.00 Manual	Held	Total	23,430.00
FUND 650 Claims	34 to 37 Checks	4 Total	108,467.00 Manual	Held	Total	108,467.00
FUND 654 Claims	10 to 10 Checks	1 Total	46,233.32 Manual	Held	Total	46,233.32
FUND 657 Claims	9 to 9 Checks	1 Total	8,057.03 Manual	Held	Total	8,057.03
FUND 658 Claims	8 to 8 Checks	1 Total	127.06 Manual	Held	Total	127.06
FUND 659 Claims	8 to 8 Checks	1 Total	706.42 Manual	Held	Total	706.42
FUND 660 Claims	8 to 8 Checks	1 Total	2,888.45 Manual	Held	Total	2,888.45
FUND 661 Claims	8 to 8 Checks	1 Total	32.50 Manual	Held	Total	32.50
FUND 662 Claims	8 to 8 Checks	1 Total	132.38 Manual	Held	Total	132.38
FUND 663 Claims	8 to 8 Checks	1 Total	99.69 Manual	Held	Total	99.69
FUND 664 Claims	8 to 8 Checks	1 Total	518.88 Manual	Held	Total	518.88
FUND 665 Claims	8 to 8 Checks	1 Total	257.28 Manual	Held	Total	257.28
FUND 666 Claims	10 to 10 Checks	1 Total	14,605.87 Manual	Held	Total	14,605.87
FUND 667 Claims	10 to 10 Checks	1 Total	10,404.83 Manual	Held	Total	10,404.83
FUND 669 Claims	10 to 10 Checks	1 Total	1,300.00 Manual	Held	Total	1,300.00

FUND 670 Claims	2	to	2 Checks	1 Total	19,348.32 Manual	Held	Total	19,348.32
FUND 675 Claims	26	to	26 Checks	1 Total	323,399.64 Manual	Held	Total	323,399.64
FUND 676 Claims	8	to	8 Checks	1 Total	200.00 Manual	Held	Total	200.00
FUND 681 Claims	356	to	398 Checks	43 Total	1,407,395.34 Manual	Held	Total	1,407,395.34
FUND 690 Claims	10	to	10 Checks	1 Total	56,994.60 Manual	Held	Total	56,994.60
FUND 691 Claims	10	to	10 Checks	1 Total	22,798.24 Manual	Held	Total	22,798.24
FUND 692 Claims	10	to	10 Checks	1 Total	24,367.27 Manual	Held	Total	24,367.27
FUND 693 Claims	10	to	10 Checks	1 Total	72,718.18 Manual	Held	Total	72,718.18
FUND 697 Claims	4	to	4 Checks	1 Total	358.01 Manual	Held	Total	358.01
FUND 698 Claims	4	to	4 Checks	1 Total	283.16 Manual	Held	Total	283.16
FUND 699 Claims	4	to	4 Checks	1 Total	1,189.04 Manual	Held	Total	1,189.04

Total for all Funds			Checks	453 Total	7,002,359.72 Manual	Held	Total	7,002,359.72



Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

June 5, 2023

Board of Supervisors
211 E. Government Street, Suite A
Brandon, MS 39042

RE: VitalCore Agreement

Dear Board Members:

Please place on the Board minutes to authorize the Sheriff to enter into an agreement with VitalCore Health Strategies, LLC for services relating to medical treatment and other services provided to the Rankin County Adult Detention Center as well as the Juvenile Detention Center. This agreement is an extension of the contract already agreed upon on May 1, 2019 and will extend the contract length from June 16th until October 1, 2023 until a new agreement can be met. Thank you and let me know if you have any questions.

Thank you,

Paul Holley
Undersheriff

THIRD AMENDMENT TO NOVATION TO SERVICE AGREEMENT

This Third Amendment to Health Care Services Agreement (this "**Amendment**") is dated to be effective as of 12:00 AM, June 16, 2023,, and is between VitalCore Health Strategies, LLC, ("Provider") and the County of Rankin, Mississippi ("Rankin" and, together with VitalCore, each a "Party" and collectively the "Parties").

WHEREAS, Rankin County and the former Mississippi Correction Services, LLC, entered into a Health Care Services Agreement dated 5/7/18, (hereafter "Agreement"), which was subsequently amended May 1, 2019, ("First Amendment") and

WHEREAS, the Parties entered into that certain Novation to Service Agreement (Rankin County) dated September 30, 2019, and effective October 1, 2019 (the "Agreement"); and

WHEREAS, the Parties entered into a First Amendment to Novation to Service Agreement, dated October 1, 2019, and then subsequently entered into a Second Amendment to Novation to Service Agreement, dated March 16, 2020; and

WHEREAS, the Parties now desire to extend the Agreement for a period less than the usual and prescribed term of one year.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Notwithstanding the provisions of Article 7: TERM AND TERMINATION, at Sec. 7.1, the Agreement shall be extended commencing at 12:00 AM, June 16, 2023, and ending at 12:00 AM, October 1, 2023.
2. The balance of the Agreement, as previously amended, remains in full force and effect.

IN WITNESS WHEREOF, the Parties have signed this instrument to be effective June 16, 2023.

VITALCORE HEALTH SGTRATEGIES, LLC:

RANKIN COUNTY:

Viola Riggin, CEO
Managing Member



Steve Gaines
Board President



Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

June 8, 2023

Board of Supervisors
211 E. Government Street, Suite A
Brandon, MS 39042

RE: Keefe Commissary Network

Dear Board Members:

Please place on the Board minutes to authorize the Sheriff to amend the agreement with Keefe Commissary Network, LLC for services relating to commissary products and services for the Rankin County Adult Detention Center. This agreement will amend the amount of commission received by the Sheriff's Office from 25% to 23.7% to offset the rising costs of products. We are requesting your approval for myself or the Sheriff to sign the agreement. Thank you and let me know if you have any questions.

Thank you,

Paul Holley
Undersheriff

AMENDMENT TO
COMMISSARY SERVICES AGREEMENT

This Amendment to the Commissary Services Agreement ("**Amendment**"), effective December 1, 2022, is made by and between Keefe Commissary Network, LLC (hereinafter referred to as "**Keefe**") and the Rankin County Sheriff's Department – Adult Detention Center with principal offices located at 221 N. Timber Street, Brandon, MS 39042, (hereinafter referred to as "**Customer**"). The Customer and Keefe are referred to herein individually as a "**Party**" or jointly as the "**Parties**".

WHEREAS, the Parties entered into the Commissary Services Agreement dated October 14, 2016 and annually renewed (the "**Agreement**") whereby Keefe provides commissary services for the Customer; and

WHEREAS, the Parties desire to modify the commission paid for commissary products sold from 25% to 23.7% in lieu of a price increase for commissary products.

NOW, THEREFORE, in consideration of the forgoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. The commission amount in the third paragraph of Section 2 of the Agreement is modified from **25%** to **23.7%**
2. Except as expressly stated herein, all of the terms and conditions of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals effective as of the day and year first above written.

RANKIN COUNTY SHERIFF'S DEPARTMENT-
ADULT DETENTION CENTER (RCADC)

KEEFE COMMISSARY NETWORK, LLC

By: _____

By: _____

Name _____

John Puricelli

Name: _____

Title: _____

Executive Vice President/General Manager

Title: _____

Date: _____

Date: _____



Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

June 13, 2023

Board of Supervisors
211 E. Government Street, Suite A
Brandon, MS 39042

RE: Department of Public Safety TRIAD grant

Dear Board Members:

Please place on the Board minutes to approve Sheriff Bailey to apply for a Mississippi Department of Public Safety TRIAD program grant. This grant is for \$1,500 and must be spent on the reduction of crime against the elderly. If we are approved for the grant, we will use the funds to start a program that will assist in the reduction of crime against the elderly.

Thank you,

Paul Holley
Undersheriff



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

TATE REEVES
GOVERNOR

SEAN J. TINDEI
COMMISSIONER

May 16, 2023

Greeting Sheriff,

Currently there are twenty-seven (27) **sheriffs** involved in the Mississippi Leadership Council on Aging's (Non Sheriff App.) TRIAD program. This means that fifty-five (55) are not. **MLCOA** welcomes your participation in this very worthwhile program for preventing crime against senior citizens of our state and especially those of **your** county. Information attached highlights many programs being used throughout the state. This combined effort will help insure that the spread of crime from community to community will be reduced. Your office along with other law enforcement agencies and the senior population can make a difference in the quality of life for all citizens. It is our hope that **your county** will join in reducing criminal activities directed toward our senior population. After a TRIAD has been established and your application approved, we will issue a check to your county Triad for \$1500.00. No matching money is required to obtain this grant. Information is being provided to inform you of the current status of TRIAD and encourage you to become a positive force in the reduction of crime against the elderly.

For assistance or questions please call our office at 601-391-4932. I look forward to hearing from you.

Sincerely,

Carla Taylor, Director
Mississippi Leadership Council on Aging
Division of Public Safety Planning
Department of Public Safety

REQUEST FOR PROPOSALS

MISSISSIPPI LEADERSHIP COUNCIL ON AGING Grant Program

**DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
MISSISSIPPI LEADERSHIP COUNCIL ON AGING
1052 Watford Parkway Dr.
Canton, MS 39046**

FY 2024 Request for Proposals

Background

The Mississippi Leadership Council on Aging (MLCOA) is a special fund agency established within the Office of the Governor under Section 43, Chapter 53, of the Mississippi Code of 1972. Ann. The MLCOA's mission is to promote a coordinated effort among law enforcement, social services agencies and local communities to reduce crime against senior citizens. To help carry out its missions, the MLCOA receives a \$1.00 fee assessment on certain traffic violations.

Purpose

The purpose of this announcement is to solicit applications for projects to reduce crime against senior citizens. The Mississippi Leadership Council on Aging will provide funding to local entities to help achieve its legislatively mandated mission.

Availability of Funds

Funds will be available for projects to start July 1, 2023. The total amount of funds available to support local projects during this application cycle, will be determined by the amount of funds deposited in MLCOA fund in the State Treasurer's Office.

Grants Funds Amount for July 1, 2023 to June 30, 2024 will be \$1,500.00.

Deadline for grants will be September 30, 2023. NO EXCEPTIONS!

Eligibility

Local coalitions are eligible to apply for grants under the umbrella of a law enforcement agency within the county. Coalitions should include, but not be limited to, law enforcement, social services and community agencies. A lead law enforcement agency must be selected to apply for the funds. Only one application per county will be accepted. An application packet will be sent to each sheriffs' office upon request. The application must include a list of the participating entities in the project.

Project Duration

Projects will be funded for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

Allowable Project Costs

The MLCOA is limiting expenditures during this solicitation to operational and start up expenses for first year applicants. These items include supplies, reproduction, communication, project materials and meeting costs. The MLCOA may consider special requests for allowing other expenditures when there is sufficient documentation of need to justify the request. A listing of Approved Expenditures is attached. Salary and vehicle mileage requests will not be allowed at this time.

Submission Requirements

One (1) original application should be submitted on the official application forms of the MLCOA. Applications should be submitted to:

Mississippi Leadership Council on Aging
Division of Public Safety Planning
1052 Watford Parkway Dr.
Canton, MS 39046

Applications may be hand delivered to the above address. **Do not fax applications!**

Types of Projects to be Funded

Applications will be considered for any well designed program to reduce crime against senior Citizens (age 60 or over). However, priority will be given to areas proposing to implement the **TRIAD** model.

Application Content

The following sections should be included in the application. Numerical points are assigned to each section for review purposes and rating of applications.

A. Statement of the Problem (20 points)

The applicant should provide a description of the jurisdiction to be served to include elderly population; crime data; services available for senior citizens; other resources available in the area; how the program proposes to coordinate its efforts with other programs and a description of the need for assistance from the MLCOA.

B. Objectives (20 points)

The applicant should state in concise and quantified terms what is proposed to be achieved as a result of this project.

C. Implementation (40 points)

The applicant should provide a brief narrative of activities, projects and accomplishments during the last grant period if grant funding was provided.

The applicant should then describe the activities that will be undertaken to achieve the objectives of the project. This description should include the standard who, what, when, where and how activities will be accomplished. Timelines should be given for the accomplishment of major project milestones. Please note that all projects shall be required to assist with or complete Quality of Life Surveys for senior citizens or use the results of similar surveys before or during the project period. Quality of Life Survey forms will be provided by the MLCOA.

D. Budget Summary/Narrative (5 points)

Each applicant must thoroughly describe proposed expenditures and provide a narrative justification for proposed expenditures. A listing of Approved Expenditures by the Leadership Council is attached.

E. Evaluation (5 points)

Applicants should describe the method by which the project will be evaluated.

Additional information on this solicitation may be obtained by contacting the Mississippi Leadership Council on Aging at (601) 391-4932



Pricing Proposal
 Quotation #: 23436610
 Created On: 5/5/2023
 Valid Until: 5/31/2023

MS-County of Rankin

Zane Mouchett

MS
 United States
 Phone: (601) 825-1475
 Fax:
 Email: zmouchett@rankincounty.org

Inside Account Manager

Lexi Stewart

290 Davidson Ave
 Somerset, NJ 08873
 Phone: 732-564-8331
 Fax:
 Email: Lexi_Stewart@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Falcon Endpoint Protection Premium Flexible Bundle CrowdStrike - Part#: CS.EPPPRE.SOLN.T3.12M Contract Name: Open Market Contract #: Open Market Note: Software, ESD	560	\$24.73	\$13,848.80
2	Threat Graph Standard CrowdStrike - Part#: CS.TG.STD.12M Contract Name: Open Market Contract #: Open Market Note: Software, ESD	500	\$7.01	\$3,505.00
3	Falcon Firewall Management Bundle Promo CrowdStrike - Part#: CS.FIREWBP.SOLN.12M Contract Name: Open Market Contract #: Open Market Note: Software, ESD	560	\$0.99	\$554.40
4	Discover CrowdStrike - Part#: CS.DISC.SOLN.T3.12M Contract Name: Open Market Contract #: Open Market Note: Software, ESD	560	\$0.00	\$0.00
5	Prevent CrowdStrike - Part#: CS.PREVENT.SOLN.T3.12M Contract Name: Open Market Contract #: Open Market Note: Software, ESD	560	\$0.00	\$0.00
6	Insight CrowdStrike - Part#: CS.INSIGHT.SOLN.T3.12M Contract Name: Open Market Contract #: Open Market Note: Software, ESD	560	\$0.00	\$0.00
7	Falcon Device Control Bundle Promo CrowdStrike - Part#: CS.DEVICEBP.SOLN.T3.12M	560	\$0.99	\$554.40

Attachment: Agreement Contract with CrowdStrike to provide data protection (19046 : Authority for Rankin County to Enter into Contract with

Contract Name: Open Market
 Contract #: Open Market
Note: Software, ESD

8	CrowdStrike Falcon Intelligence Bundle Promo CrowdStrike - Part#: CS.INTELBP.SOLN.T3.12M Contract Name: Open Market Contract #: Open Market Note: Software, ESD	560	\$4.95	\$2,772.00
9	Overwatch CrowdStrike - Part#: CS.OW.SVC.T3.12M Contract Name: Open Market Contract #: Open Market Note: Software, ESD	560	\$11.87	\$6,647.20
10	Server Threat Graph Standard CrowdStrike - Part#: CS.TG.STD.HPS.12M Contract Name: Open Market Contract #: Open Market Note: Software, ESD	60	\$21.03	\$1,261.80
11	Express Support CrowdStrike - Part#: RR.HOS.ENT.EXPS.12M Contract Name: Open Market Contract #: Open Market Note: Software, ESD	1	\$2,699.15	\$2,699.15
12	University LMS Subscription New Customer Access Pass CrowdStrike - Part#: RR.PSO.ENT.NCAP.12M Contract Name: Open Market Contract #: Open Market Note: Software, ESD	6	\$0.00	\$0.00
Total				\$31,842.75

Additional Comments

This CrowdStrike order is non-cancellable and non-refundable

Please note: additional manufacturer terms and conditions may apply. Your inside sales team will reach out to you with updates as needed.

The following bullets apply to all CrowdStrike items on this quote:

Your use of the products and services is governed by the end user terms and conditions located at:
<https://www.crowdstrike.com/terms-conditions> unless you and CrowdStrike have otherwise executed a different agreement

For the avoidance of doubt, SHI is not a party to the OEM Agreement, nor responsible for any terms of the OEM Agreement

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are Open Market and resold in accordance with the terms and conditions at [SHI Online Customer Resale Terms and Conditions](#).

CROWDSTRIKE TERMS AND CONDITIONS

These CrowdStrike Terms and Conditions by and between CrowdStrike, Inc., a Delaware corporation, and any Affiliates performing hereunder (collectively, "**CrowdStrike**") with a principal place of business at 150 Mathilda Place, Suite 300, Sunnyvale, California 94086 and the party named below in the signature area ("**Customer**") are entered into as of the date signed by the last party (the "**Effective Date**").

These CrowdStrike Terms and Conditions are a master agreement that cover all CrowdStrike products and services but provisions regarding specific products or services apply only to the extent Customer has purchased, accessed or used such products or services.

1. Definitions.

"**Affiliate**" means any entity that a party directly or indirectly controls (e.g., subsidiary) or is controlled by (e.g., parent), or with which it is under common control (e.g., sibling).

"**Agreement**" means these CrowdStrike Terms and Conditions together with each Order.

"**API**" means an application program (or programming) interface.

"**CrowdStrike Competitor**" means a person or entity in the business of developing, distributing, or commercializing Internet security products or services substantially similar to or competitive with CrowdStrike's products or services.

"**CrowdStrike Data**" shall mean the data generated by the CrowdStrike Offerings, including but not limited to, correlative and/or contextual data, and/or detections. For the avoidance of doubt, CrowdStrike Data does not include Customer Data.

"**CrowdStrike Tool**" means any CrowdStrike proprietary software-as-a-service, software, hardware, or other tool that CrowdStrike uses in performing Professional Services, which may be specified in the applicable SOW. CrowdStrike Tools may include CrowdStrike's products.

"**Customer**" means as the context requires, in addition to the entity identified above, any Customer Affiliate that places an Order under these CrowdStrike Terms and Conditions, uses or accesses any Offering hereunder, or benefits from the Customer's use of an Offering.

"**Customer Contractor**" means any individual or entity (other than a CrowdStrike Competitor) that: (i) has access or use of a Product under this Agreement solely on behalf of and for Customer's Internal Use, (ii) has an agreement to provide Customer (or its Affiliates) services, and (iii) is subject to confidentiality obligations covering CrowdStrike's Confidential Information.

"**Customer Contractor Services**" means products, services or content developed or provided by Customer Contractors, including, but not limited to, third party applications complimentary to the Offerings, implementation services, managed services, training, technical support, or other consulting services related to, or in conjunction with, the Offerings.

"**Documentation**" means CrowdStrike's end-user technical documentation included in the applicable Offering.

"**Endpoint**" means any physical or virtual device, such as, a computer, server, laptop, desktop computer, mobile, cellular, container or virtual machine image.

"**Error**" means a reproducible failure of a Product to perform in substantial conformity with its applicable Documentation.

"**Internal Use**" means access or use solely for Customer's and subject to the Section entitled Affiliates, Orders and Payment, Affiliates and the Section entitled Access and Use Rights, its Affiliates', own internal information security purposes. By way of example and not limitation, Internal Use does not include access or use: (i) for the

benefit of any person or entity other than Customer or its Affiliates, or (ii) in any event, for the development of any product or service. Internal Use is limited to access and use by Customer's and its Affiliates' employees and Customer Contractors (except as set forth in the Section entitled Customer Contractors), in either event, solely on Customer's behalf and for Customer's benefit.

"Offerings" means, collectively, any Products, Product-Related Services, or Professional Services.

"Order" means any purchase order or other ordering document (including any SOW) accepted by CrowdStrike or a reseller that identifies the following ordered by Customer: Offering, Offering quantity based on CrowdStrike's applicable license metrics (e.g., number of Endpoints, size of company (based on number of employees), number of file uploads, or number of queries), price and Subscription/Order Term.

"Product" means any of CrowdStrike's cloud-based software or other products ordered by Customer as set forth in the relevant Order, the available accompanying API's, the CrowdStrike Data, any Documentation and any Updates thereto that may be made available to Customer from time to time by CrowdStrike.

"Product-Related Services" means, collectively, (i) Falcon OverWatch, (ii) Falcon Complete Team, (iii) the technical support services for certain Products provided by CrowdStrike, (iv) training, and (v) any other CrowdStrike services provided or sold with Products. Product-Related Services do not include Professional Services.

"Professional Services" means any professional services performed by CrowdStrike for Customer pursuant to an SOW or other Order. Professional Services may include without limitation incident response, investigation and forensic services related to cyber-security adversaries, tabletop exercises, and next generation penetration tests related to cyber-security.

"Services" means, collectively, any Product-Related Services and any Professional Services.

"Statement of Work" or "SOW" means a mutually-agreed executed written document describing the Professional Services to be performed by CrowdStrike for Customer, deliverables, fees, and expenses related thereto.

"Subscription/Order Term" means the period of time set forth in the applicable Order during which: (i) Customer is authorized by CrowdStrike to access and use the Product or Product-Related Service, or (ii) Professional Services may be performed.

"Updates" means any correction, update, upgrade, patch, or other modification or addition made by CrowdStrike to any Product and provided to Customer by CrowdStrike from time to time on an as available basis.

2. Affiliates, Orders and Payment.

2.1 **Affiliates.** Any Affiliate purchasing hereunder, or using or accessing any Offering hereunder, or benefitting from the Customer's use of an Offering, will be bound by and comply with all terms and conditions of this Agreement. The Customer signing these CrowdStrike Terms and Conditions will remain responsible for Customer's Affiliates' acts and omissions unless Customer's Affiliate has entered into its own Terms and Conditions with CrowdStrike.

2.2 **Orders.** Only those transaction-specific terms stating the Offerings ordered, quantity, price, payment terms, Subscription/Order Term, and billing/provisioning contact information (and for the avoidance of doubt, specifically excluding any pre-printed terms on a Customer or reseller purchase order) will have any force or effect unless a particular Order is executed by an authorized signer of CrowdStrike and returned to Customer (or the applicable reseller). If any such Order is so executed and delivered, then only those specific terms on the face of such Order that expressly identify those portions of this Agreement that are to be superseded will prevail over any conflicting terms herein but only with respect to those Offerings ordered on such Order. Orders are non-cancellable. Any Order through a reseller is subject to, and CrowdStrike's obligations and liabilities to Customer are governed by, this Agreement.

2.3 **Payment and Taxes.** Customer will pay the fees for Offerings to a reseller or CrowdStrike as set forth in the applicable Order. Unless otherwise expressly set forth on the Order, Customer will pay the fees and amounts stated on each Order within 30 days after receipt of the applicable invoice. Except as otherwise expressly provided in this Agreement, all fees and other amounts are non-refundable. Fees are exclusive of any applicable sales, use, value

added, withholding, and other taxes, however designated. Customer shall pay all such taxes levied or imposed by reason of Customer's purchase of the Offerings and the transactions hereunder, except for taxes based on CrowdStrike's income or with respect to CrowdStrike's employment of its employees.

3. Access & Use Rights.

3.1 Evaluation. If CrowdStrike approves Customer's evaluation use of a CrowdStrike product ("Evaluation Product"), the terms herein applicable to Products also apply to evaluation access and use of such Evaluation Product, except for the following different or additional terms: (i) the duration of the evaluation is as mutually agreed upon by Customer and CrowdStrike, provided, that either CrowdStrike or Customer can terminate the evaluation at any time upon written (including email) notice to the other party; (ii) the Evaluation Product is provided "AS-IS" without warranty of any kind, and CrowdStrike disclaims all warranties, support obligations, and other liabilities and obligations for the Evaluation Product; and (iii) Customer's access and use is limited to Internal Use by Customer employees only.

3.2 Access & Use Rights. Subject to the terms and conditions of this Agreement (including CrowdStrike's receipt of applicable fees), CrowdStrike grants Customer, under CrowdStrike's intellectual property rights in and to the applicable Product, a non-exclusive, non-transferable (except as expressly provided in the Section entitled Assignment), non-sublicensable license to access and use the Products in accordance with any applicable Documentation solely for Customer's Internal Use during the applicable Subscription/Order Term. Customer's access and use is limited to the quantity in the applicable Order. Furthermore, the following additional terms and conditions apply to specific Products (or components thereof):

(a) Products with Software Components. If Customer purchases a subscription to a Product with a downloadable object-code component ("Software Component"), Customer may, during the Subscription/Order Term install and run multiple copies of the Software Components solely for Customer's and Customer's Affiliates' Internal Use up to the maximum quantity in the applicable Order.

(b) CrowdStrike Tools. If CrowdStrike provides CrowdStrike Tools to Customer pursuant to performing Professional Services, the license set forth in the Section entitled Access & Use Rights applies to such CrowdStrike Tools as used solely for Customer's Internal Use during the period of time set forth in the applicable Order, or if none is specified, for the period authorized by CrowdStrike. Not all Professional Services engagements will involve the use of CrowdStrike Tools.

3.3 Restrictions. The access and use rights set forth in the Section entitled Access & Use Rights do not include any rights to, and Customer will not, with respect to any Offering (or any portion thereof): (i) employ or authorize a CrowdStrike Competitor to use or view the Offering or Documentation, or to provide management, hosting, or support for an Offering; (ii) alter, publicly display, translate, create derivative works of or otherwise modify an Offering; (iii) sublicense, distribute or otherwise transfer an Offering to any third party (except as expressly provided in the Section entitled Assignment); (iv) allow third parties to access or use an Offering (except for Customer Contractors as expressly permitted herein); (v) create public Internet "links" to an Offering or "frame" or "mirror" any Offering content on any other server or wireless or Internet-based device; (vi) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code (if any) for an Offering (except to the extent that such prohibition is expressly precluded by applicable law), circumvent its functions, or attempt to gain unauthorized access to an Offering or its related systems or networks; (vii) use an Offering to circumvent the security of another party's network/information, develop malware, unauthorized surreptitious surveillance, data modification, data exfiltration, data ransom or data destruction; (viii) remove or alter any notice of proprietary right appearing on an Offering; (ix) conduct any stress tests, competitive benchmarking or analysis on, or publish any performance data of, an Offering (provided, that this does not prevent Customer from comparing the Products to other products for Customer's Internal Use); (x) use any feature of CrowdStrike APIs for any purpose other than in the performance of, and in accordance with, this Agreement; or (xi) cause, encourage or assist any third party to do any of the foregoing. Customer agrees to use an Offering in accordance with laws, rules and regulations directly applicable to Customer and acknowledges that Customer is solely responsible for determining whether a particular use of an Offering is compliant with such laws.

3.4 Installation and User Accounts. CrowdStrike is not responsible for installing Products unless Customer purchases installation services from CrowdStrike. For those Products requiring user accounts, only the single individual user assigned to a user account may access or use the Product. Customer is liable and responsible for all

actions and omissions occurring under Customer's and Customer Contractor's user accounts for Offerings. Customer shall notify CrowdStrike if Customer learns of any unauthorized access or use of Customer's user accounts or passwords for an Offering.

3.5 Malware Samples. If CrowdStrike makes malware samples available to Customer in connection with an evaluation or use of the Product ("**Malware Samples**"), Customer acknowledges and agrees that: (i) Customer's access to and use of Malware Samples is at Customer's own risk, and (ii) Customer should not download or access any Malware Samples on or through its own production systems and networks and that doing so can infect and damage Customer's systems, networks, and data. Customer shall use the Malware Samples solely for Internal Use and not for any malicious or unlawful purpose. CrowdStrike will not be liable for any loss or damage caused by any Malware Sample that may infect Customer's computer equipment, computer programs, data, or other proprietary material due to Customer's access to or use of the Malware Samples.

3.6 Third Party Software. CrowdStrike uses certain third party software in its Products, including what is commonly referred to as open source software. Under some of these third party licenses, CrowdStrike is required to provide Customer with notice of the license terms and attribution to the third party. See the licensing terms and attributions for such third party software that CrowdStrike uses at: <https://falcon.crowdstrike.com/opensource>.

3.7 Ownership & Feedback. Products, Product-Related Services and the CrowdStrike Tools are made available for use or licensed, not sold. CrowdStrike owns and retains all right, title and interest (including all intellectual property rights) in and to the Products, Product-Related Services and the CrowdStrike Tools. Any feedback or suggestions that Customer provides to CrowdStrike regarding its Offerings and CrowdStrike Tools (e.g., bug fixes and features requests) is non-confidential and may be used by CrowdStrike for any purpose without acknowledgement or compensation; provided, Customer will not be identified publicly as the source of the feedback or suggestion.

4. Customer Contractors.

4.1 Authorization. Customer authorizes CrowdStrike to give Customer Contractors the rights and privileges to the Offerings necessary to enable and provide for Customer's use and receipt of the Customer Contractor Services. If at any time Customer revokes this authorization, to the extent the Offerings provide for Customer to limit the Customer Contractor's access and use of the Offerings, then Customer is responsible for taking the actions necessary to revoke such access and use. In the event Customer requires CrowdStrike assistance with such revocation or limitation, Customer must contact CrowdStrike Support with written notice of such revocation or limitation at support@crowdstrike.com and CrowdStrike will disable the Customer Contractor's access to Customer's Offerings within a reasonable period of time following receipt of such notice but in any event within 72 hours of receipt of such notice.

4.2 Disclaimer. Customer Contractors are subject to the terms and conditions in the Agreement while they are using the Offerings on behalf of Customer and Customer remains responsible for their acts and omissions during such time. Any breach by a Customer Contractor of this Agreement is a breach by Customer. CrowdStrike may make available Customer Contractor Services to Customer, for example, through an online directory, catalog, store, or marketplace. Customer Contractor Services are not required for use of the Offerings. Offerings may contain features, including API's, designed to interface with or provide data to Customer Contractor Services. CrowdStrike is not responsible or liable for any loss, costs or damages arising out of Customer Contractor's actions or inactions in any manner, including but not limited to, for any disclosure, transfer, modification or deletion of Customer Data (defined in Exhibit A). Whether or not a Customer Contractor is designated by CrowdStrike as, or otherwise claims to be "certified," "authorized," or similarly labeled, CrowdStrike does not: (i) control, monitor, maintain or provide support for, Customer Contractor Services, (ii) disclaims all warranties of any kind, indemnities, obligations, and other liabilities in connection with the Customer Contractor Services, and any Customer Contractor interface or integration with the Offerings, and (iii) cannot guarantee the continued availability of Customer Contractor Services and related features. If Customer Contractor Services and related features are no longer available for any reason, CrowdStrike is not obligated to provide any refund, credit, or other compensation for, or related to, the Offerings.

4.3 Restrictions on Customer Contractors. Customer shall not give or allow Customer Contractors access to, or use of, intelligence reports provided by, or made accessible in, the Products. For the avoidance of doubt, nothing herein prevents Customer from using intelligence API's in Customer Contractor Services for Customer's Internal Use.

5. Professional Services.

5.1 Fees. Professional Services will commence on a mutually agreed upon date. Estimates provided for Professional Services performed on a time-and-material basis are estimates only and not a guaranteed time of completion. Professional Services performed on a fixed fee basis are limited to the scope of services stated in the applicable Order.

5.2 Ownership of Deliverables. Professional Services do not constitute "works for hire," "works made in the course of duty," or similar terms under laws where the transfer of intellectual property occurs on the performance of services to a payor. The only deliverable arising from the Professional Services is a report consisting primarily of CrowdStrike's findings, recommendations, and adversary information. Customer owns the copy of the report (including without limitation, all of Customer's Confidential Information therein) delivered to Customer ("**Deliverable**"), subject to CrowdStrike's ownership of the CrowdStrike Materials. Customer agrees that relative to Customer, CrowdStrike exclusively owns any and all software (including object and source code), flow charts, algorithms, documentation, adversary information, report templates, know-how, inventions, techniques, models, CrowdStrike trademarks, ideas and any and all other works and materials developed by CrowdStrike in connection with performing the Professional Services (including without limitation all intellectual property rights therein and thereto) (collectively, the "**CrowdStrike Materials**") and that title shall remain with CrowdStrike. For the avoidance of doubt, the CrowdStrike Materials do not include any Customer Confidential Information or other Customer provided materials or data. Upon payment in full of the amounts due hereunder for the applicable Professional Services and to the extent the CrowdStrike Materials are incorporated into the Deliverable(s), Customer shall have a perpetual, non-transferable (except as expressly provided in the Section entitled Assignment), non-exclusive license to use the CrowdStrike Materials solely as a part of the Deliverable(s) for Customer's Internal Use.

6. **Data Security and Privacy**. See Exhibit A.

7. Confidentiality.

7.1 Definitions. In connection with this Agreement, each party ("**Recipient**") may receive Confidential Information of the other party ("**Discloser**") or third parties to whom Discloser has a duty of confidentiality. "**Confidential Information**" means non-public information in any form that is in the Recipient's possession regardless of the method of acquisition that the Discloser designates as confidential to Recipient or should be reasonably known by the Recipient to be Confidential Information due to the nature of the information disclosed and/or the circumstances surrounding the disclosure. Confidential Information shall not include information that is: (i) in or becomes part of the public domain (other than by disclosure by Recipient in violation of this Agreement); (ii) previously known to Recipient without an obligation of confidentiality and demonstrable by the Recipient; (iii) independently developed by Recipient without use of Discloser's Confidential Information; or (iv) rightfully obtained by Recipient from third parties without an obligation of confidentiality.

7.2 Restrictions on Use. Except as allowed in Section 7.3-3 (Exceptions), Recipient shall hold Discloser's Confidential Information in strict confidence and shall not disclose any such Confidential Information to any third party, other than to its employees, and contractors, including without limitation, counsel, accountants, and financial advisors (collectively, "Representatives"), its Affiliates and their Representatives, subject to the other terms of this Agreement, and in each case who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use Discloser's Confidential Information for any purpose other than as set forth in this Agreement. Recipient shall take the same degree of care that it uses to protect its own confidential information of a similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of the Discloser's Confidential Information. Within 72 hours of Recipient becoming aware of the unauthorized use, disclosure, publication, or dissemination of the Discloser's Confidential Information while in Recipient's control, Recipient shall provide Discloser with notice thereof.

7.3 Exceptions. Recipient may disclose Discloser's Confidential Information: (i) to the extent required by applicable law or regulation; (ii) pursuant to a subpoena or order of a court or regulatory, self-regulatory, or legislative body of competent jurisdiction; (iii) in connection with any regulatory report, audit, or inquiry; or (iv) where requested by a regulator with jurisdiction over Recipient. In the event of such a requirement or request, Recipient shall, to the extent legally permitted: (a) give Discloser prompt written notice of such requirement or request prior to such disclosure; and (b) at Discloser's cost, a reasonable opportunity to review and comment upon the disclosure and request confidential treatment or a protective order pertaining thereto prior to Recipient making such disclosure. If the

Recipient is legally required to disclose the Discloser's Confidential Information as part of: (x) a legal proceeding to which the Discloser is a party but the Recipient is not; or (y) a government or regulatory investigation of the Discloser, the Discloser shall pay all of the Recipient's reasonable and actual out of pocket legal fees and expenses (as evidenced by reasonably detailed invoices) and will reimburse the Recipient for its reasonable costs and fees of compiling and providing such Confidential Information, including, a reasonable hourly rate for time spent preparing for, and participating in, depositions and other testimony.

7.4 **Destruction.** Upon Discloser's written request, Recipient shall use commercially reasonable efforts to destroy the Confidential Information and any copies or extracts thereof. However, Recipient, its Affiliates and their Representatives may retain any Confidential Information that: (i) they are required to keep for compliance purposes under a document retention policy or as required by applicable law, professional standards, a court, or regulatory agency; or (ii) have been created electronically pursuant to automatic or ordinary course archiving, back-up, security, or disaster recovery systems or procedures; provided, however, that any such retained information shall remain subject to this Agreement. Upon Discloser's request, Recipient will provide Discloser with written confirmation of destruction in compliance with this provision.

7.5 **Equitable Relief.** Each party acknowledges that a breach of this Section 7 (*Confidentiality*) shall cause the other party irreparable injury and damage. Therefore, each party agrees that those breaches may be stopped through injunctive proceedings in addition to any other rights and remedies which may be available to the injured party at law or in equity without the posting of a bond.

8. Warranties & Disclaimer.

8.1 **No Warranty for Pre-Production Versions.** Any pre-production feature or version of an Offering provided to Customer is *experimental* and provided "AS IS" without warranty of any kind and will not create any obligation for CrowdStrike to continue to develop, productize, support, repair, offer for sale, or in any other way continue to provide or develop any such feature or Offering. Customer agrees that its purchase is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by CrowdStrike regarding future functionality or features.

8.2 **Product Warranty.** If Customer has purchased a Product, CrowdStrike warrants to Customer during the applicable Subscription/Order Term that: (i) the Product will operate without Error; and (ii) CrowdStrike has used industry standard techniques to prevent the Products at the time of delivery from injecting malicious software viruses into Customer's Endpoints where the Products are installed. Customer must notify CrowdStrike of any warranty claim during the Subscription/Order Term. Customer's sole and exclusive remedy and the entire liability of CrowdStrike for its breach of this warranty will be for CrowdStrike, at its own expense to do at least one of the following: (a) use commercially reasonable efforts to provide a work-around or correct such Error; or (b) terminate Customer's license to access and use the applicable non-conforming Product and refund the prepaid fee prorated for the unused period of the Subscription/Order Term. CrowdStrike shall have no obligation regarding Errors reported after the applicable Subscription/Order Term.

8.3 **Services Warranty.** CrowdStrike warrants to Customer that it will perform all Services in a professional and workmanlike manner consistent with generally accepted industry standards. Customer must notify CrowdStrike of any warranty claim for Services during the period the Services are being performed or within 30 days after the conclusion of the Services. Customer's sole and exclusive remedy and the entire liability of CrowdStrike for its breach of this warranty will be for CrowdStrike, at its option and expense, to (a) use commercially reasonable efforts to re-perform the non-conforming Services, or (b) refund the portion of the fees paid attributable to the non-conforming Services.

8.4 **Exclusions.** The express warranties do not apply if the applicable Product or Service: (i) has been modified, except by CrowdStrike, (ii) has not been installed, used, or maintained in accordance with this Agreement or Documentation, or (iii) is non-conforming due to a failure to use an applicable Update. If any part of a Product or Service references websites, hypertext links, network addresses, or other third party locations, information, or activities, it is provided as a convenience only.

8.5 **No Guarantee.** CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT CROWDSTRIKE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER'S

OR ITS AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CUSTOMER AND ITS AFFILIATES WILL NOT HOLD CROWDSTRIKE RESPONSIBLE THEREFOR.

8.6 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 8, CROWDSTRIKE AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CROWDSTRIKE AND ITS AFFILIATES AND SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE OFFERINGS AND CROWDSTRIKE TOOLS. THERE IS NO WARRANTY THAT THE OFFERINGS OR CROWDSTRIKE TOOLS WILL BE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS. THE OFFERINGS AND CROWDSTRIKE TOOLS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. NEITHER THE OFFERINGS NOR CROWDSTRIKE TOOLS ARE FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY, OR PROPERTY DAMAGE. Customer agrees that it is Customer's responsibility to ensure safe use of an Offering and the CrowdStrike Tools in such applications and installations. CROWDSTRIKE DOES NOT WARRANT ANY THIRD PARTY PRODUCTS OR SERVICES.

8.7 Additional Terms That May Apply. See Exhibit C for additional warranties that may apply to certain Customers.

9. Indemnification.

9.1 CrowdStrike's Obligation. CrowdStrike shall at its cost and expense: (i) defend and/or settle any claim brought against Customer by an unaffiliated third party alleging that an Offering infringes or violates that third party's intellectual property rights, and (ii) pay and indemnify any settlement of such claim or any damages awarded to such third party by a court of competent jurisdiction as a result of such claim; provided, that Customer: (a) gives CrowdStrike prompt written notice of such claim; (b) permits CrowdStrike to solely control and direct the defense or settlement of such claim (however, CrowdStrike will not settle any claim in a manner that requires Customer to admit liability without Customer's prior written consent); and (c) provides CrowdStrike all reasonable assistance in connection with the defense or settlement of such claim, at CrowdStrike's cost and expense. In addition, Customer may, at Customer's own expense, participate in defense of any claim.

9.2 Remedies. If a claim covered under this Section occurs or in CrowdStrike's opinion is reasonably likely to occur, CrowdStrike may at its expense and sole discretion (and if Customer's access and use of an Offering is enjoined, CrowdStrike will, at its expense): (i) procure the right to allow Customer to continue using the applicable Offering; (ii) modify or replace the applicable Offering to become non-infringing; or (iii) if neither (i) nor (ii) is commercially practicable, terminate Customer's license or access to the affected portion of applicable Offering and refund a portion of the pre-paid, unused fees paid by Customer corresponding to the unused period of the Subscription/Order Term.

9.3 Exclusions. CrowdStrike shall have no obligations under this Section if the claim is based upon or arises out of: (i) any modification to the applicable Offering not made by CrowdStrike; (ii) any combination or use of the applicable Offering with or in any third party software, hardware, process, firmware, or data, to the extent that such claim is based on such combination or use; (iii) Customer's continued use of the allegedly infringing Offering after being notified of the infringement claim or after being provided a modified version of the Offering by CrowdStrike at no additional cost that is intended to address such alleged infringement; (iv) Customer's failure to use the Offering in accordance with the applicable Documentation; and/or (v) Customer's use of the Offering outside the scope of the rights granted under this Agreement.

9.4 Exclusive Remedy. THE REMEDIES SPECIFIED IN THIS SECTION CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, AND CROWDSTRIKE'S ENTIRE LIABILITY, WITH RESPECT TO ANY INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

10. Limitation of Liability.

10.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY FOR ANY AMOUNTS PAID OR PAYABLE TO THIRD PARTIES UNDER SECTION 9 (INDEMNIFICATION), CUSTOMER'S PAYMENT OBLIGATIONS, AND/OR ANY INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE; OR (B) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE TO CROWDSTRIKE FOR THE RELEVANT OFFERING DURING THAT OFFERING'S SUBSCRIPTION/ORDER TERM. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THIS AGREEMENT. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 10.

10.2 Additional or Different Terms That May Apply. See Exhibit C for additional or different terms related to liability that may apply to certain Customers.

11. Compliance with Laws. Each party agrees to comply with all U.S. federal, state, local and non-U.S. laws directly applicable to such party in the performance of this Agreement, including but not limited to, applicable export and import, anti-corruption and employment laws. Customer acknowledges and agrees the Offerings shall not be used, transferred, or otherwise exported or re-exported to regions that the United States and/or the European Union maintains an embargo or comprehensive sanctions (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity subject to individual prohibitions (e.g., parties listed on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders) (collectively, "Designated Nationals"), without first obtaining all required authorizations from the U.S. government and any other applicable government. Customer represents and warrants that Customer is not located in, or is under the control of, or a national or resident of, an Embargoed Country or Designated National. CrowdStrike represents and warrants that CrowdStrike is not located in, or is under the control of, or a national or resident of, an Embargoed Country or Designated National.

12. U.S. Government End Users.

12.1 Commercial Items. The following applies to all acquisitions by or for the U.S. government or by any U.S. Government prime contractor or subcontractor at any tier ("Government Users") under any U.S. Government contract, grant, other transaction, or other funding agreement. The Products, CrowdStrike Tools, and Documentation are "commercial items," as that term is defined in Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in FAR 12.211 and 12.212. In addition, Department of Defense FAR Supplement ("DFARS") 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by Department of Defense agencies. Consistent with FAR 12.211 and 12.212 and DFARS (48 C.F.R.) 227.7202-1 through 227.7202-4, the Products, CrowdStrike Tools, and Documentation are being licensed to Government Users pursuant to the terms of this license(s) customarily provided to the public as forth in this Agreement, unless such terms are inconsistent with United States federal law ("Federal Law").

12.2 Disputes with the U.S. Government. If this Agreement fails to meet the Government's needs or is inconsistent in any way with Federal Law and the parties cannot reach a mutual agreement on terms for this Agreement, the Government agrees to terminate its use of the Offerings. In the event of any disputes with the U.S. Government in connection with this Agreement, Section 14.3 of this Agreement shall not apply. Instead the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced in accordance with Federal Procurement Law and any such disputes shall be resolved pursuant to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109), as implemented by the Disputes Clause, FAR 52.233-1.

12.3 Precedence. This U.S. Government rights in this Section are in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in the Offerings, computer software or technical data under this Agreement.

13. Suspension and Termination. This Agreement shall remain effective until termination in accordance with this Section or as otherwise specified herein. CrowdStrike may immediately suspend Customer's access to, or use of, the Offerings if: (i) CrowdStrike believes that there is a significant threat to the security, integrity, functionality, or availability of the Offerings or any content, data, or applications in the Offerings; (ii) Customer or Customer users are in breach of Section 3.3 (Restrictions); or (iii) Customer fails to pay CrowdStrike when undisputed fees are due; provided, however, CrowdStrike will use commercially reasonable efforts under the circumstances to provide Customer with notice and, if applicable, an opportunity to remedy such violation prior to any such suspension. Either party may terminate this Agreement upon 30 days' written notice of a material breach by the other party, unless the breach is cured within the 30-day notice period. Prior to termination and subject to the terms of this Agreement, Customer shall have the right to access and download Customer Data available per the Customer's purchased Products and data retention period in a manner and in a format supported by the Products. Upon termination of this Agreement for any reason: (a) all Customer's access and use rights granted in this Agreement will terminate; (b) Customer must promptly cease all use of Offerings and de-install all Software Components installed on Customer's Endpoints; and (c) Customer Data will be deleted in accordance with the data retention period purchased by Customer and Section 7.4 (Confidentiality; Destruction). Sections 1, 3.3, 7, 10, 12, 13, and 14 and all liabilities that accrue prior to termination shall survive expiration or termination of this Agreement for any reason.

14. General.

14.1 Entire Agreement. This Agreement constitutes the entire agreement between Customer and CrowdStrike concerning the subject matter of this Agreement and it supersedes all prior and simultaneous proposals, agreements, understandings, or other communications between the parties, oral or written, regarding such subject matter. Notwithstanding the foregoing, if you have a CrowdStrike Limited Warranty Agreement for Falcon Complete (or a preceding or successor named product) fully executed with CrowdStrike, the warranty provided therein stands alone and is not superseded by this Agreement. It is expressly agreed that the terms of this Agreement shall supersede any terms in any procurement Internet portal or other similar non-CrowdStrike document and no such terms included in any such portal or other non-CrowdStrike document shall apply to the Offerings ordered. Any Order through a reseller is subject to, and CrowdStrike's obligations and liabilities to Customer are governed by, this Agreement. CrowdStrike is not obligated under any reseller's agreement with you unless an officer of CrowdStrike executes the agreement. This Agreement shall not be construed for or against any party to this Agreement because that party or that party's legal representative drafted any of its provisions.

14.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate in connection with a corporate reorganization or in connection with a merger, acquisition, or sale of all or substantially all of its business and/or assets. Any assignment in violation of this Section shall be void. Subject to the foregoing, all rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns.

14.3 Governing Law; Venue. Except as otherwise provided in Exhibit B (if applicable), this Agreement, and the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi, excluding its conflicts-of-law principles. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply. Notwithstanding the foregoing, each party reserves the right to file a suit or action in any court of competent jurisdiction as such party deems necessary to protect its intellectual property rights and, in CrowdStrike's case, to recoup any payments due.

14.4 Independent Contractors; No Third Party Rights. The parties are independent contractors. This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. No provision in this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party.

14.5 Waiver, Severability & Amendments. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of any other provision or any subsequent breach. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, the provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect. This Agreement may only be amended, or any term or condition set forth herein waived, by written consent of both parties.

14.6 Force Majeure. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations) as a result of a cause beyond its control, including but not limited to, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications (including an upstream server block and Internet or other networked environment disruption or outage), power or other utility, labor problem, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented with reasonable care. The party experiencing a force majeure event, shall use commercially reasonable efforts to provide notice of such to the other party.

14.7 Notices. All legal notices will be given in writing to the addresses in the first introductory paragraph of this Agreement and will be effective: (i) when personally delivered, (ii) on the reported delivery date if sent by a recognized international or overnight courier, or (iii) five business days after being sent by registered or certified mail (or ten days for international mail). For clarity, Orders, POs, confirmations, invoices, and other documents relating to order processing and payment are not legal notices and may be delivered electronically in accordance with each party's standard ordering procedures.

14.8 Signatures. This Agreement and any Orders may be executed in two counterparts, each of which will be considered an original but all of which together will constitute one agreement. Any signature delivered by electronic means shall be treated for all purposes as an original.

CROWDSTRIKE, INC.

LEGAL NAME OF CUSTOMER:

By: _____
Name: _____
Title: _____
Date: _____

By: Steve Gaines
Name: Steve Gaines
Title: Board President
Date: 6/19/2023

Send notices to:

150 Mathilda Place, 3rd Floor

Sunnyvale, CA 94086

With a copy to: legal@crowdstrike.com

Notice Address:

Address: 211 E. Government St Ste. A

City: Brandon State: MS Zip: 39042

Attn: _____

Country: USA

Exhibit A: Data Security and Privacy Schedule

1. Definitions

- a. **"CrowdStrike Systems"** means those computer systems hosting the 'Falcon EPP Platform'.
- b. **"Customer Data"** means the data generated by the Customer's Endpoint and collected by: (i) the Products, and/or (ii) the CrowdStrike Tools, and in either case, sent to the CrowdStrike Systems. Customer Data is considered Customer's Confidential Information (defined in Section 7 Confidentiality) and subject to the exclusions, exceptions and obligations set forth therein and this Exhibit A Data Security and Privacy Schedule.
- c. **"Execution Profile/Metric Data"** means any machine-generated data, such as metadata derived from tasks, file execution, commands, resources, network telemetry, executable binary files, macros, scripts, and processes, that: (i) Customer provides to CrowdStrike in connection with this Agreement or (ii) is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Customer or to the extent it includes Personal Data.
- d. **"Personal Data"** means information provided by Customer to CrowdStrike or collected by CrowdStrike from Customer used to distinguish or trace a natural person's identity, either alone or when combined with other personal or identifying information that is linked or linkable by CrowdStrike to a specific natural person. Personal Data also includes such other information about a specific natural person to the extent that the data protection laws applicable in the jurisdictions in which such person resides define such information as Personal Data.
- e. **"Privacy and Security Laws"** means U.S. federal, state and local and non-U.S. laws, including those of the European Union, that regulate the privacy or security of Personal Data and that are directly applicable to CrowdStrike.
- f. **"Security Breach"** means unauthorized access to, or unauthorized acquisition of: (i) Customer Data, or (ii) Personal Data, stored on CrowdStrike Systems that results in the compromise of such Customer Data and/or Personal Data.
- g. **"Threat Actor Data"** means any malware, spyware, virus, worm, Trojan horse, or other potentially malicious or harmful code or files, URLs, DNS data, network telemetry, commands, processes or techniques, metadata, or other information or data, in each case that is potentially related to unauthorized third parties associated therewith and that: (i) Customer provides to CrowdStrike in connection with this Agreement, or (ii) is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Customer or to the extent that it includes Personal Data.

2. Falcon Platform

The 'Falcon EPP Platform' uses a crowd-sourced environment, for the benefit of all customers, to help customers protect themselves against suspicious and potentially destructive activities. CrowdStrike's Products are designed to detect, prevent, respond to, and identify intrusions by collecting and analyzing data, including machine event data, executed scripts, code, system files, log files, dll files, login data, binary files, tasks, resource information, commands, protocol identifiers, URLs, network data, and/or other executable code and metadata. Customer, rather than CrowdStrike, determines which types of data, whether Personal Data or not, exist on its systems. Accordingly, Customer's endpoint environment is unique in configurations and naming conventions and the machine event data could potentially include Personal Data. CrowdStrike uses the data to: (i) analyze, characterize, attribute, warn of, and/or respond to threats against Customer and other customer, (ii) analyze trends and performance, (iii) improve the functionality of, and develop, CrowdStrike's products and services, and enhance cybersecurity; and (iv) permit Customers to leverage other applications that use the data, but for all of the foregoing, in a way that does not identify Customer or Customer's Personal Data to other customers. Neither Execution Profile/Metric Data nor Threat Actor Data are Customer's Confidential Information or Customer Data.

3. Processing Personal Data

- a. **Provisioning/Use of Offerings.** Personal Data may be collected and used during the provisioning and use of the Offerings to deliver, support and improve the Offerings, administer the Agreement and further the business relationship between Customer and CrowdStrike, comply with law, act in accordance with Customer's written instructions, or otherwise in accordance with this Agreement. Customer authorizes CrowdStrike to collect, use, store, and transfer the Personal Data that Customer provides to CrowdStrike as contemplated in this Agreement.

- b. Suspicious/Unknown File Analysis. While using certain CrowdStrike Offerings Customer may have the option to upload (by submission, configuration, and/or, in the case of Services, by CrowdStrike personnel retrieval) files and other information related to the files for security analysis and response or, when submitting crash reports, to make the product more reliable and/or improve CrowdStrike's products and services or enhance cyber-security. These potentially suspicious or unknown files may be transmitted and analyzed to determine functionality and their potential to cause instability or damage to Customer's endpoints and systems. In some instances, these files could contain Personal Data for which Customer is responsible.

4. Compliance with Privacy and Information Security Requirements

- a. Compliance with Laws. CrowdStrike shall comply with all Privacy and Security Laws, the EU-US Privacy Shield Framework and the Swiss-US Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of Personal Data from the European Economic Area, Switzerland, and the United Kingdom, as applicable. CrowdStrike's privacy notice may be found at <http://www.crowdstrike.com/privacy-notice/>. To the extent necessary to comply with Privacy and Security Laws, including but not limited to when Customer is a controller of Personal Data processed by CrowdStrike originating in the European Union, Switzerland, or the United Kingdom, the Data Protection Addendum set forth here <https://www.crowdstrike.com/data-protection-agreement/> shall apply to CrowdStrike's processing of such Customer Personal Data.
- b. Safeguards. CrowdStrike shall maintain appropriate technical and organizational safeguards commensurate with the sensitivity of the Customer Data and Personal Data processed by it on Customer's behalf, which are designed to protect the security, confidentiality, and integrity of such Customer Data and Personal Data and protect such Customer Data and Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, including the safeguards set forth on Appendix 1 which substantially conform to the ISO/IEC 27002 control framework. ("Information Security Controls for CrowdStrike Systems").
- c. Access; Contacts. With respect to employees, agents, and subcontractors, CrowdStrike shall limit access to Customer Data and Personal Data to only those employees, agents, and subcontractors who have a need to access the Customer Data and/or Personal Data in order to carry out their roles as contemplated in the terms of this Agreement. CrowdStrike shall assign and train personnel who shall: (i) liaise with customers regarding any issues concerning the security of Customer Data and/or Personal Data; (ii) receive notice of any Security Breach discovered by CrowdStrike and provide notice of any such Security Breach to Customer; and (iii) coordinate CrowdStrike's Security Breach response and remedial action.

5. Security Breach Response

In the event CrowdStrike discovers a Security Breach, CrowdStrike shall:

- a. Without undue delay but no later than 72 hours of becoming aware, notify Customer of the discovery of the Security Breach. Such notice shall summarize the known circumstances of the Security Breach and the corrective action taken or to be taken by CrowdStrike.
- b. Conduct an investigation of the circumstances of the Security Breach.
- c. Use commercially reasonable efforts to remediate the Security Breach.
- d. Use commercially reasonable efforts to communicate and cooperate with Customer concerning its response to the Security Breach.

- 6. Security Assessment and Provision of Audited Security Controls. Promptly after written (including email) request from Customer, CrowdStrike shall provide Customer with: (i) its most recent SOC II, Type 2 report regarding the CrowdStrike Systems; and (ii) provide its completed Standardized Information Gathering (SIG) questionnaire (or similar document) for the CrowdStrike Systems (the "Security Documentation"). Upon the provision of reasonable notice to CrowdStrike, once every twelve months during the term of the Agreement and during normal business hours unless otherwise decided by CrowdStrike in its sole discretion, CrowdStrike shall make appropriate CrowdStrike personnel reasonably available to Customer to discuss CrowdStrike's manner of compliance with applicable security obligations under this Agreement. In advance of such discussion, CrowdStrike may, in addition to the Security Documentation, provide Customer with access to additional requested information or documentation concerning CrowdStrike's information security practices as they relate to this Agreement, including without limitation, access to any security assessment reports designed to be shared with third parties. Any information or documentation provided pursuant to this assessment process or otherwise pursuant to this Schedule shall be considered CrowdStrike's Confidential Information and subject to the Confidentiality section of the Agreement.

7. **Customer Obligations.** Customer, along with its Affiliates, represents and warrants that: (i) it owns or has a right of use from a third party, and controls, directly or indirectly, all of the software, hardware and computer systems (collectively, "Systems") where the Products and/or CrowdStrike Tools will be installed or that will be the subject of, or investigated during, the Offerings, (ii) to the extent required under any federal, state, or local U.S. or non-US laws (e.g., Computer Fraud and Abuse Act, 18 U.S.C. § 1030 et seq., Title III, 18 U.S.C. 2510 et seq., and the Electronic Communications Privacy Act, 18 U.S.C. § 2701 et seq.) it has authorized CrowdStrike to access the Systems and process and transmit data through the Offerings and CrowdStrike Tools in accordance with this Agreement and as necessary to provide and perform the Offerings, (iii) it has a lawful basis in having CrowdStrike investigate the Systems, process the Customer Data and the Personal Data; (iv) that it is and will at all relevant times remain duly and effectively authorized to instruct CrowdStrike to carry out the Offerings, and (v) it has made all necessary disclosures, obtained all necessary consents and government authorizations required under applicable law to permit the processing and international transfer of Customer Data and Customer Personal Data from each Customer and Customer Affiliate, to CrowdStrike.
8. **Notices.** The following individuals shall be the primary contacts at Customer and CrowdStrike for any coordination, communications or notices with respect to Personal Data and this Schedule:
- a. **CrowdStrike:** Drew Bagley, VP & Counsel, Privacy & Cyber Policy (drew.bagley@crowdstrike.com with a copy to legal@crowdstrike.com). For any Security Breach: Jerry Dixon, Chief Information Security Officer (jerry.dixon@crowdstrike.com with a copy to security@crowdstrike.com).
 - b. **Customer:** the person who has signed the Agreement or another person as otherwise designated in writing (including by email) by Customer to CrowdStrike. Each party shall promptly notify the other if any of the foregoing contact information changes.

Appendix 1
Information Security Controls for CrowdStrike Systems

Security Control Category	Description
1. Governance	a. Assign to an individual or a group of individuals appropriate roles for developing, coordinating, implementing, and managing CrowdStrike's administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Personal Data b. Use of data security personnel that are sufficiently trained, qualified, and experienced to be able to fulfill their information security-related functions
2. Risk Assessment	a. Conduct periodic risk assessments designed to analyze existing information security risks, identify potential new risks, and evaluate the effectiveness of existing security controls b. Maintain risk assessment processes designed to evaluate likelihood of risk occurrence and material potential impacts if risks occur c. Document formal risk assessments d. Review formal risk assessments by appropriate managerial personnel
3. Information Security Policies	a. Create information security policies, approved by management, published and communicated to all employees and relevant external parties. b. Review policies at planned intervals or if significant changes occur to ensure its continuing suitability, adequacy, and effectiveness.
4. Human Resources Security	a. Maintain policies requiring reasonable background checks of any new employees who will have access to Personal Data or relevant CrowdStrike Systems, subject to local law b. Regularly and periodically train personnel on information security controls and policies that are relevant to their business responsibilities and based on their roles within the organization
5. Asset Management	a. Maintain policies establishing data classification based on data criticality and sensitivity b. Maintain policies establishing data retention and secure destruction requirements c. Implement procedures to clearly identify assets and assign ownership
6. Access Controls	a. Identify personnel or classes of personnel whose business functions and responsibilities require access to Personal Data, relevant CrowdStrike Systems and the organization's premises b. Maintain controls designed to limit access to Personal Data, relevant CrowdStrike Systems and the facilities hosting the CrowdStrike Systems to authorized personnel c. Review personnel access rights on a regular and periodic basis d. Maintain physical access controls to facilities containing CrowdStrike Systems, including by using access cards or fobs issued to CrowdStrike personnel as appropriate e. Maintain policies requiring termination of physical and electronic access to Personal Data and CrowdStrike Systems after termination of an employee f. Implement access controls designed to authenticate users and limit access to CrowdStrike Systems g. Implement policies restricting access to the data center facilities hosting CrowdStrike Systems to approved data center personnel and limited and approved CrowdStrike personnel h. Maintain dual layer access authentication processes for CrowdStrike employees with administrative access rights to CrowdStrike Systems
7. Cryptography	a. Implement encryption key management procedures b. Encrypt sensitive data using a minimum of AES/128 bit ciphers in transit and at rest
8. Physical Security	a. Require two factor controls to access office premises b. Register and escort visitors on premises
9. Operations Security	a. Perform periodic network and application vulnerability testing using dedicated qualified internal resources b. Contract with qualified independent 3rd parties to perform periodic network and application penetration testing c. Implement procedures to document and remediate vulnerabilities discovered during vulnerability and penetration tests

10. Communications Security	a. Maintain a secure boundary using firewalls and network traffic filtering b. Require internal segmentation to isolate critical systems from general purpose networks c. Require periodic reviews and testing of network controls
11. System Acquisition, Development and Maintenance	a. Assign responsibility for system security, system changes and maintenance b. Test, evaluate and authorize major system components prior to implementation
12. Supplier Relationships	Periodically review available security assessment reports of vendors hosting the CrowdStrike Systems to assess their security controls and analyze any exceptions set forth in such reports
13. Information Security Breach Management	a. Monitor the access, availability, capacity and performance of the CrowdStrike Systems, and related system logs and network traffic using various monitoring software and services b. Maintain incident response procedures for identifying, reporting, and acting on Security Breaches c. Perform incident response table-top exercises with executives and representatives from across various business units d. Implement plan to address gaps discovered during exercises e. Establish a cross-disciplinary Security Breach response team
14. Business Continuity Management	a. Design business continuity with goal of 99.9% uptime SLA b. Conduct scenario based testing annually
15. Compliance	a. Establish procedures designed to ensure all applicable statutory, regulatory and contractual requirements are adhered to

Exhibit B

Dispute Resolution Outside North America

If Customer's principal office is located outside North America as indicated in the Agreement, the terms and conditions of this Exhibit shall apply to all disputes arising out of or relating to this Agreement (excluding disputes regarding the actual or alleged violation of CrowdStrike's intellectual property rights or the collection of overdue invoices, which shall be governed by California law).

1. For ALL principal offices outside North America:

a. Choice of Law. This Agreement, and the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced with the laws of the State of New York, excluding its conflicts-of-law principles. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply.

b. Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement or the existence, breach, termination, enforcement, interpretation, or validity of the Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, (each, a "Dispute") shall be referred to and finally resolved by arbitration under the rules and at the location identified below. The arbitral panel shall consist of three (3) arbitrators, selected as follows: each party shall appoint one (1) arbitrator; and those two (2) arbitrators shall discuss and select third arbitrator. If the two party-appointed arbitrators are unable to agree on a third arbitrator, the third arbitrator shall be selected in accordance with the applicable rules of the arbitration body. Each arbitrator shall be independent of each of the parties and shall have suitable experience and knowledge in the subject matter of the Dispute. The arbitrators shall have the authority to grant specific performance and to allocate between the parties the costs of arbitration (including service fees, arbitrator fees and all other fees related to the arbitration) in such equitable manner as the arbitrators may determine. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, either party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator, provided that a permanent injunction and damages shall only be awarded by the arbitrator. The language to be used in the arbitral proceedings shall be English.

2. For ONLY principal offices within Europe, the Middle East or Africa:

Any Dispute shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules (which Rules are deemed to be incorporated by reference into this clause) on the basis that the governing law is as follows: (a) if Customer brings an action against CrowdStrike, then the governing law is the State of New York, USA, (b) if CrowdStrike brings an action against Customer, then the governing law is the laws of England and Wales, The seat, or legal place, of arbitration shall be London, England.

3. For ONLY principal offices within Asia Pacific (including India), Australia & New Zealand:

Any Dispute shall be referred to and finally resolved by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce in force on the date when the notice of arbitration is submitted in accordance with such Rules (which Rules are deemed to be incorporated by reference into this clause) on the basis that the governing law is as follows: (a) if Customer brings an action against CrowdStrike, then the governing law is the State of New York, USA, (b) if CrowdStrike brings an action against Customer, then the governing law is as follows: (i) for Customers in: (x) Asia Pacific (including India): the laws of England and Wales, (y) Australia and New Zealand: the laws of the State of New South Wales, Australia. In all cases, the seat, or legal place, of arbitration shall be Singapore.

4. For ONLY principal offices within the Americas, excluding North America:

Any Dispute shall be referred to and finally resolved by arbitration under International Dispute Resolution Procedures of the American Arbitration Association in force on the date when the notice of arbitration is submitted in accordance with such Procedures (which Procedures are deemed to be incorporated by reference into this clause) on the basis that the governing law is the law of the State of New York, USA. The seat, or legal place, of arbitration shall be New York, New York, USA.

Exhibit C
Additional or Different Terms That May Apply to Certain Customers

A. For Australian Consumers Only.

A.1. For Customers that are consumers under the Australian Consumer Law, the following provisions apply.

The benefits of the warranty in Section 8 Warranties & Disclaimer of this Agreement are in addition to any other rights and remedies in relation to the Offerings that Customer may be entitled to under Australian Consumer Law. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled: (i) to cancel your service contract with us; and (ii) to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

The warranties in this Agreement are provided by CrowdStrike, Inc. at 150 Mathilda Place, Third Floor, Sunnyvale California, USA. To file a claim under this limited warranty, Customers must contact CrowdStrike at support@crowdstrike.com. CrowdStrike shall be responsible for any costs Customer incurs in making a warranty claim under this Agreement.

A.2. For Customers that are consumers under the Australian Consumer Law, Section 12 Limited Liability shall be replaced in its entirety with the following:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY FOR ANY AMOUNTS PAID OR PAYABLE TO THIRD PARTIES UNDER SECTION 9 (INDEMNIFICATION), CUSTOMER'S PAYMENT OBLIGATIONS, AND/OR ANY INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), INDEMNITIES (OTHER THAN EXPRESSLY STATED IN SECTION 9 (INDEMNIFICATION)), OR OTHERWISE) FOR ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE; OR (B) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE TO CROWDSTRIKE FOR THE RELEVANT OFFERING DURING THAT OFFERING'S SUBSCRIPTION/ORDER TERM. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THIS AGREEMENT. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION A2.

SECTION A.2 DOES NOT SEEK TO LIMIT OR EXCLUDE THE LIABILITY OF CROWDSTRIKE OR ITS AFFILIATES IN THE EVENT OF DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR FOR FRAUD OR FOR ANY OTHER LIABILITY FOR WHICH IT IS NOT PERMITTED BY LAW TO EXCLUDE. TO THE EXTENT APPLICABLE, **THIS PROVISION MUST BE READ SUBJECT TO THE AUSTRALIAN CONSUMER LAW.**

B. For Customers Outside the United States and Australia. Some countries, states and provinces, including member states of the European Economic Area, do not allow certain exclusions or limitations of liability, therefore, the exclusions or limitation of liabilities and disclaimers of warranties in the Agreement may not fully apply to Customer if the laws directly applicable to CrowdStrike in the performance of this Agreement do not allow such terms.



Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

June 15, 2022

Board of Supervisors
211 E. Government Street, Suite A
Brandon, MS 39042

RE: Legal Services Agreement

Dear Board Members:

Please place on the Board minutes the following:

“Acknowledgement of receipt of proposed Legal Services Agreement between the Rankin County Sheriff's Office and Biggs, Ingram and Solop, PLLC. Authorization of Board President and Rankin County Sheriff to execute the agreement. This agreement is authorized pursuant to Miss. Code Ann. Section 19-3-47(3)(e). Compensation for services provided under the agreement will be remunerated through the budgeted operations of the Rankin County Sheriff's Office.”

Thank you,



Paul Holley
Undersheriff

CONTRACTUAL AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made and entered into this the 20th day of June, 2023, by and between the Rankin County Sheriff's Department through Rankin County, Mississippi, a political subdivision of the State of Mississippi (hereinafter "Rankin County") and Jason E. Dare, Esq. of Biggs, Ingram & Solop, PLLC, 578 Highland Colony Parkway, Ste. 100, Ridgeland, Mississippi 39157, for the performance of legal services of attorneys and employees of said law firm and attorney (hereinafter individually and collectively referred to as "the Attorney"). Rankin County and the Attorney shall be referred to jointly herein as "the Parties."

In consideration of the mutual covenants contained herein, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the Parties hereto as follows:

- I. SCOPE OF SERVICES:** The Attorney will assist with the responsibilities and duties of the in-house legal counsel for the Rankin County Sheriff's Department, including but not limited to providing advice to the Sheriff on legal questions that arise in the day-to-day operation of the Sheriff's Department.

The Parties acknowledge and agree that the Attorney's representation of Rankin County, including personnel with the Rankin County Sheriff's Department, in civil litigation shall be separate and apart from this Agreement and shall not be subject to the terms, conditions, and/or limitations of this Agreement.

- II. PERIOD OF PERFORMANCE:** The term of this Agreement shall commence on June 20, 2023 and shall expire on June 19, 2024.

- III. RELATIONSHIP OF PARTIES:** It is expressly understood and agreed that the Attorney is an independent contractor and that the purchase of legal services is not based on an employer / employee relationship.

- IV. SPECIFIC ATTORNEYS:** The Attorney shall utilize his staff and other attorneys at his law firm to perform the services required by this Agreement.

- V. PAYMENT TERMS:** As full and complete compensation for the services to be provided hereunder, Rankin County will pay the Attorney at the rates listed below:

\$180.00 per hour for time expended by attorneys, and
\$85.00 per hour for time expended by paralegals.

The total amount of this contract shall not exceed \$60,000.00 unless agreed to and approved in writing by Rankin County and the Sheriff.

The Attorney shall submit to Rankin County a monthly itemized invoice for payment of attorneys' fees and all authorized expenses, which shall be paid following approval by Rankin County.

- VI. EQUAL OPPORTUNITY:** In connection with the performance of work under this Agreement, the Attorney agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination / discharge, promotion / demotion, or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry, or political affiliation.
- VII. NON-ASSIGNMENT AND SUBCONTRACTING:** Neither Rankin County, the Rankin County Sheriff's Department, nor the Sheriff will be independently obligated or liable under this Agreement to any Party other than the Attorney named herein. The Attorney understands and agrees that he shall not assign, transfer, delegate, or subcontract with respect to any of his rights, benefits, obligations, interests, or duties under this Agreement without the prior written consent of Rankin County and the Sheriff.
- VIII. SEVERABILITY:** It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi, the validity of the remaining portions or provisions shall not be affected and the obligations of the Parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.
- IX. MODIFICATION OR AMENDMENT:** Modifications or amendments to this Agreement may be made upon mutual Agreement of the Parties, in writing signed by the Parties hereto and approved as required by law.
- X. TERMINATION:** Any Party may terminate this Agreement at any time, with or without cause, by giving written notice to the other Party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, the Attorney shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.
- XI. NON-WAIVER OF BREACH:** No assent, expressed or implied, by the Parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.
- XII. APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of Rankin County, Mississippi. The Agreement shall comply with applicable federal, state, and local laws and regulations.
- XIII. COMPLIANCE WITH MISSISSIPPI EMPLOYMENT PROTECTION ACT (MEPA):** The Attorney represents and warrants that he will ensure his compliance with the Mississippi Employment Protection Act (Miss. Code Ann. § 71-11-1 *et seq.*) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the

State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Attorney represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of Mississippi.

This agreement is entered into pursuant to MISS. CODE ANN. § 19-3-47(3)(e) as having been authorized by the Rankin County Board of Supervisors and spread upon the minutes thereof after having been determined to be in the best interest of the county in conformity with the duties and responsibilities set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of June 20, 2023.

RANKIN COUNTY, MISSISSIPPI

By:

Steve Gaines
Steve Gaines, President of the Board of Supervisors of
Rankin County, Mississippi



ATTEST: Larry Swales

Larry Swales, Chancery Clerk of
Rankin County, Mississippi

RANKIN COUNTY, MISSISSIPPI

By:

Sheriff Bryan Bailey

Jason E. Dare, Esq.
Biggs, Ingram & Solop, PLLC

ROCIC
545 MARIOTT DR
STE 850
NASHVILLE, TN 37214
FED ID # 62-1046640

Invoice

OK to pay
 R-1 Bailey
 6.7.23



Rankin County Sheriff's Office
 221 North Timber St.
 Brandon, MS 39042

Invoice Number: 0060734-IN

Invoice Date: 5/31/2023

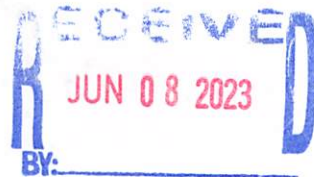
Customer Number: 0001630

Billing Contact: bbailey@rankincounty.org

Terms: DUE JULY 1, 2023

Item Code	Description	Amount
23-24 SF	JUL 2023-JUN 2024 Service Fee <i>membership fees</i>	300.00

Click the link to pay by credit card: <http://www.rocic.com/payment/order.aspx?v=300&i=1630-60734>



Net Invoice: 300.00

Invoice Total: 300.00

Please return the portion below with your payment.

Remit to:
ROCIC
545 MARIOTT DR
STE 850
NASHVILLE, TN 37214

Invoice Number: 0060734-IN

Customer Number: 0001630

Customer Name: Rankin County Sheriff's Office

Check Number _____

Questions: invoicing@rocic.riss.net
 800-238-7985 ext. 5445

Attachment: Authority to Pay ROCIC Membership Fees for the Rankin Co Sheriff's Office (19049 : Authority to Pay for ROCIC Membership

STATE OF MISSISSIPPI



Rankin County Juvenile Justice Center

100 COURT COVE • PELAHATCHIE, MISSISSIPPI 39145-4084
601-824-2545 • FAX 601-691-4788

June 9, 2022

Rankin County Board of Supervisors
211 E. Government St., Suite A
Brandon, MS 39042

RE: Approval for Travel

I am requesting approval for travel and expenses related to the 44th Juvenile Justice Symposium. The Conference will be held August 9, 2023, – August 11, 2023, at the Golden Nugget Resort and Casino in Biloxi, MS. The approximate cost for hotel and registration fees are listed below— **Department 163**

Barry Belue - Intervention Court Case Manager

Registration:	\$200.00
Hotel: (\$89.99 – 2 nights)	\$179.98
Resort Fee:	\$29.98
Travel (County Vehicle)	
Meals: (\$46/day/3 days)	<u>\$138.00</u>
Total:	\$547.96

Paige Spence—Intervention Court Case Manager

Registration:	\$200.00
Hotel: (\$89.99 – 2 nights)	\$179.98
Resort Fee:	\$29.98
Travel (County Vehicle)	
Meals: (\$46/day/3 days)	<u>\$138.00</u>
Total:	\$547.96

Alex Dupree – Intervention Court Public Defender

Registration:	\$200.00
Hotel: (\$89.99 – 2 nights)	\$179.98
Resort Fee:	\$29.98
Travel (County Vehicle)	
Meals: (\$46/day/3 days)	<u>\$138.00</u>
Total:	\$547.96

Lindsey Bynum – Truancy Intake Officer

Registration:	\$200.00
Hotel: (\$89.99 – 2 nights)	\$179.98
Resort Fee:	\$29.98
Travel (County Vehicle)	
Meals: (\$46/day/3 days)	<u>\$138.00</u>
Total:	\$547.96

Corey Gerber – Intervention Court Prosecutor

Registration:	\$200.00
Hotel: (\$89.99 – 2 nights)	\$179.98
Resort Fee:	\$29.98
Travel (County Vehicle)	
Meals: (\$46/day/3 days)	<u>\$138.00</u>
Total:	\$547.96

Julie Thompson– Court Administrator

Registration:	\$200.00
Hotel: (\$89.99 – 2 nights)	\$179.98
Resort Fee:	\$29.98
Travel (County Vehicle)	
Meals: (\$46/day/3 days)	<u>\$138.00</u>
Total:	\$547.96

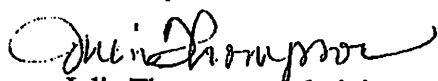
The registration cost will be \$200.00 per staff member with a total of \$1200.00. We respectfully request that the check be made payable to NCADD, 875 NorthPark Drive, Suite 600, Ridgeland, MS 39157. We will pick the check up and mail it in with a copy of our registration confirmation.

The hotel costs are based on a \$89.99 fee per night for two nights per person and a \$29.98 resort fee. Reservations will be made at the Golden Nugget Resort and Casino, 151 Beach Blvd., Biloxi, MS. The total amount of this check will be \$1259.76. We respectfully request that the check to the hotel be prepared before arrival. We will pick the check up and mail it in with a copy of our reservations.

Meal costs are based on \$46.00 per day for three days. Meals will be reimbursed to conference attendees after the conference.

Thank you for your assistance.

Sincerely,


 Julie Thompson, Administrator
 Rankin County Youth Court



Mississippi Justice Court Judges Association

Attn: Mary Gully
 18185 Highway 45
 Scooba, MS 39358
 Phone #: 601-480-1631

Invoice

Date	Invoice #
11/1/2022	986

Bill To

Hon. Whitney Adams
 Rankin County Justice Court Judge
 3 Country Place
 Pearl, MS 39208

Description	Amount
Dues of 2022-2023 MJCJA Membership	250.00
It's our pleasure to serve you! "The People's Court" Total	
	\$250.00

Attachment: Authority to Pay MJCJA Membership dues (19051 : Authority to Pay 2022-2023 Membership Dues in the Amount of \$250.00 for


Send check payment to:

MAGPPA
 attn: Treasurer
 PO Box 167
 Jackson, Mississippi 39205-0167
info@magppa.org

Invoice:

Transaction ID: 1686170296450
 Total: \$350.00
 Payment Method: Check
 Payment Status: *Pending (Instructions for submitting payment are at the bottom of this invoice)*
 Date: June 7, 2023 3:38 PM
 Employer: Rankin County Board of Supervisors
 Billing Name: Brigitte Herring
 Billing Address: 222 N. Timber St
 Brandon, Mississippi 39042
 United States
 Phone: (601) 825-9601
 Fax: (601) 824-7119
bherring@rankincounty.org
 Note: 2023 MAGPPA Annual Conference and Vendor Expo - Event Registration

Event Registrations (2):

Registration Information:

Brigitte Herring
 Rankin County Board of Supervisors

222 N. Timber St
 Brandon, Mississippi 39042
 United States
 Phone: (601) 825-9601
 Fax: (601) 824-7119
bherring@rankincounty.org
www.rankincounty.org

Event Information:

2023 MAGPPA Annual Conference and Vendor Expo
 Oct 15 - 18, 2023
 12:00 PM - 12:00 PM

Natchez Convention Center
 211 Main Street
 Natchez, Mississippi 39120
 United States
[Add to My Calendar](#)

Purchased Items:

Item	Price	Qty	Subtotal
Delegate (Full Conference) - MAGPPA Member	\$175.00	1	\$175.00

Agenda

Title	Status	Scheduled
2023 Annual MAGPPA Conference & Vendor Expo	Registered	Date to be announced

Additional Information:**1. Is this your first MAGPPA Conference**

Yes:
No: X

2. Do you require a vegan boxed lunch for lunch on Monday during the vendor expo?

Yes:
No: X

3. Do you plan to participate in the "Fun Run" on Wednesday morning?

Yes:
No: X

4. Emergency Contact Name:

Olivia Johnson

5. Emergency Contact Telephone Number

769-232-1046

Registration Information:

Rachel Knight
Assistant Purchase Clerk
Rankin County Board of Supervisors

222 N. Timber Street
Brandon, Mississippi 39042
United States
Phone: (601) 825-1475
rknight@rankincounty.org
www.rankincounty.org

Event Information:

2023 MAGPPA Annual Conference and Vendor Expo
Oct 15 - 18, 2023
12:00 PM - 12:00 PM

Natchez Convention Center
211 Main Street
Natchez, Mississippi 39120
United States
[Add to My Calendar](#)

Purchased Items:

Item	Price	Qty	Subtotal
Delegate (Full Conference) - MAGPPA Member	\$175.00	1	\$175.00

Agenda

Title	Status	Scheduled
2023 Annual MAGPPA Conference & Vendor Expo	Registered	Date to be announced

Additional Information:**1. Is this your first MAGPPA Conference**

Yes:
No: X

2. Do you require a vegan boxed lunch for lunch on Monday during the vendor expo?

Yes:
No: X

3. Do you plan to participate in the "Fun Run" on Wednesday morning?

Yes:
No: X

4. Emergency Contact Name:

Christina Bragg

5. Emergency Contact Telephone Number

601-953-8906

Your purchase is pending until payment in full is received. Please submit payments to:

MAGPPA
attn: Treasurer
PO Box 167
Jackson, Mississippi 39205-0167
info@magppa.org



Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

June 8, 2023

Board of Supervisors
211 E. Government Street, Suite A
Brandon, MS 39042

I need to get this conference added to the agenda for board approval. Hope Wallace, Antonio Rand, Eric Mallery and Heath Spears will be attending the 44th Juvenile Justice Symposium on August 9—11, 2023. The Symposium will be held at the Golden Nugget Resort and Spa in Biloxi, MS. The cost of the Symposium is \$200.00 each for early registration only and the price increases the closer it gets to the start. Everyone will register before the July 7th deadline and we can send the check in January for the total registration of \$800.00. We will also have lodging, meals and travel expenses that we will put on our credit card.

If approved please mail a check in the amount of \$800.00 payable to NCADD, 875 Northpark Drive, Ste 600, Ridgeland, MS 39157

Thank You

Paul Holley
Undersheriff

When

Wednesday, August 9, 2023 at 10:00 AM CDT

-to-

Friday, August 11, 2023 at 1:30 PM CDT

[Add to Calendar](#)

Where

Golden Nugget Resort and Spa Biloxi
151 Beach Boulevard
Biloxi, MS 39530



[Driving Directions](#)

Contact

NCADD of the Central MS Area, Inc.
601-899-5880
asmith@ncaddms.org

Why should **Law Enforcement Professionals** attend the 44th Juvenile Justice Symposium?

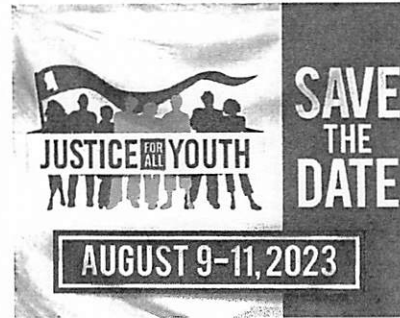
The Juvenile Justice Symposium provides a learning environment where interactive presentations and impactful discussions are presented to increase the capacity of law enforcement officers to address juvenile victimization, delinquency, and crime from an holistic perspective. To accomplish this goal, this year the symposium will offer sessions that:

- Increase the focus on juvenile justice issues relative to law enforcement,
- Educate law enforcement officers on pertinent juvenile justice issues,
- Assist law enforcement officers and agencies in the identification of trends, resources, and community partnerships that may help to identify best practice responses to improve and promote the safety and well-being of youth in their communities,
- Encourage the development of innovative and effective prevention and/or intervention programs that can divert youth from the juvenile justice system.

Additionally, municipal law enforcement officers will be able to obtain up to 12 LEO post credits. PENDING APPROVAL

Why should **Education Professionals** attend the 44th Juvenile Justice Symposium?

The Juvenile Justice Symposium provides a learning environment where interactive presentations and impactful discussions are presented to increase the capacity of educators to address truancy, child development, classroom management, and behavioral problems from an holistic perspective. To accomplish



44th Juvenile Justice Symposium

The Mississippi Division of Public Safety Planning- Programs and the Mississippi Juvenile Justice Advisory Committee (State Advisory Group) cordially invite you to the Symposium on August 9-11, 2023, in Biloxi, MS. The theme for this year's event is "Keeping Kids as Kids Through a Caring and Safe Community."

[Click HERE for AGENDA.](#)

[Click HERE for VENDOR forms.](#)

[Click HERE for the NCADD W-9.](#)

Please make checks payable to: NCADD, 875 Northpark Drive, Suite 600, Ridgeland, MS 39157.

Please email asmith@ncaddms.org for the 2023 JJ Award Forms.

[Register Now!](#)

PLEASE CALL 601-899-5880 for more information.

Hotel Registration block rate before July 7, 2023 or until rooms run out: Group Code S230377

To make reservations please call (228)-435-5400 or use link below:

<https://goldennuggetbiloxi.reztrip.com/ext/promoRate?property=1262&mode=b&pm=true&sr=819527&vr=3>

Need Continuing Education Credit? Submit a request to asmith@ncaddms.org Pending CE applications: Education, Law Enforcement, Social Work, LPC, DMH, CLE, MAAP, CMHT, LMFT (approval of 12-credit hours coming soon).

Interested in being an exhibitor/vendor? Contact NCADD at 601-899-5880 or asmith@ncaddms.org

Conference Questions? Contact FTC Prevention Services, LLC at 601-874-0100

Cancellations/Changes and Refunds: Fees will be refunded, less a \$45.00 processing fee, if cancellation or change resulting in a refund is received in writing no later than July 10, 2023. After that date, fees are non-refundable. All refunds will be processed after the conference. [Substitutions](#) are allowed at no charge.

NCADD reserves the right to cancel the event due to low enrollment or other circumstances (COVID-19, etc.). If NCADD cancels or postpones the event, registrants will be offered an individual or agency CREDIT for new, future date and will be notified via email. If you have any questions or concerns, please contact NCADD for more information.

JJS 2023 DRAFT Agenda

Juvenile Justice Symposium 2023 Justice For All Youth: Keeping Kids as Kids through a Caring and Safe Community!

Wednesday, August 9th

- 8:00 – 11:00 Vendor/Exhibitor Arrival and Set Up
 10:00 – 1:00 Registration / Participants Arrive
 10:00 Moderators
 Meeting Daisy Carter & Bridgette
 Hendricks
- 1:00 Opening / Welcome / Kickoff Presentation of Colors and
 National Anthem (Harrison
 Central HS & Biloxi
 HS) JSU MADDDRAMA Dr.
 Mark Henderson
- My Past Made Me, It Didn't Break
 Me! Yvonne Williams
- 2:50 Break
- 3:00 – 4:30 1st Session
- Youth A. The Importance of Using the Arts with
 Resa Fredrick
 B. Verbal De-Escalation Strategies
 Dr. Hope Beaver
 C. Gangs, Guns, and Drugs: Violence Prevention
 in Our Communities Marc Fomby
 D. Changing the Forecast: Developing a Positive
 Culture & Climate for Youth Dr. Jaymar Jackson
 E. A Hard Pill to Swallow: Youth Increased Recreational Use
 of Prescription Drugs Dyelicia Vasquez
 F. LGBTQI2S – Teen Dating and Violence / Transgender
 Issues Eric Wood
- 4:30 End of Day 1

Thursday, August 10th

- 7:30 - 8:30 Registration / Meet & Greet / Networking
- 8:45 – 9:45 Coalition Building (Panel Hosted/Moderated by
 Mr. John Harry) Judge Carlyn Hicks,
- 9:45 Break

Cindy
 Cheek
 Judge
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 ,
 Torrer
 Green
 &
 Katrin
 Phillip

Attachment: Authority to Pay the 44th Annual Juvenile Justice Symposium fees (19053 : Authority to Pay Registration Fees in the Amount of

 Published using Google Docs

[Learn more](#)

[Report abuse](#)

JJS 2023 DRAFT Agenda

- 10:15 **Don't Throw Me a Pitch You Can't Hit!**
 Juanita Ward
- 11:45 **Evaluations/Door Prizes/Wrap**
Up Dr. Alfred Martin
- Justice For All Youth 2023: Keeping Kids as Kids through a Caring
 and Safe Community!

Attachment: Authority to Pay the 44th Annual Juvenile Justice Symposium fees (19053 : Authority to Pay Registration Fees in the Amount of

When

Wednesday, August 9, 2023 at 10:00 AM CDT

-to-

Friday, August 11, 2023 at 1:30 PM CDT

[Add to Calendar](#)**Where****Golden Nugget Resort and Spa Biloxi**

151 Beach Boulevard

Biloxi, MS 39530

[Driving Directions](#)**Contact****Ashley Smith**

NCADD of the Central MS Area, Inc.

601-899-5880

asmith@ncaddms.org

44th Juvenile Justice Symposium 2023

* Required information

Personal Information

* First Name:

* Last Name:

* Email Address:

* Confirm Email Address:

Promo Code

Enter Code:

[Apply](#)

Fee

Type	Fee
☒ Registration (Early Bird until July 7) \$250.00 after Friday, July 7, 2023	\$200.00
☐ Onsite-Registration	\$250.00
☐ Student-Registration	\$150.00
☐ SAG Member	\$200.00
☐ Exhibitor/Sponsor	\$200.00
☐ Presenter/Speaker	\$200.00

Business Information

* Company:

* Job Title:

* Address 1:

* City:

* State:

--Choose--



* ZIP Code:

* Phone:

Attachment: Authority to Pay the 44th Annual Juvenile Justice Symposium fees (19053 : Authority to Pay Registration Fees in the Amount of

STATE OF MISSISSIPPI



Rankin County Juvenile Justice Center

100 COURT COVE • PELAHATCHIE, MISSISSIPPI 39145-4084
601-824-2545 • FAX 601-591-4788

June 9, 2022

Rankin County Board of Supervisors
211 E. Government St., Suite A
Brandon, MS 39042

RE: Approval for Travel

I am requesting approval for travel and expenses related to the 18th Annual Mississippi Association of Drug Court Professionals' Drug Court Conference. The Conference will be held August 23 – August 25, 2023, at the Oxford Conference Center in Oxford, Mississippi. The approximate cost for hotel and registration fees for Juvenile Drug Treatment Court – Department 174 will be listed below:

Barry Belue - Intervention Court Case Manager

Registration:	\$200.00
Hotel: (\$103.00 – 2 nights)	\$206.00
Travel (County Vehicle)	
Meals: (\$51/day/3 days)	<u>\$153.00</u>
Total:	\$559.00

Alexandra Jwainat - Intervention Court Therapist

Registration:	\$200.00
Hotel: (\$103.00 – 2 nights)	\$206.00
Travel: (\$.655/375 miles)	\$245.63
Meals: (\$51/day/3 days)	<u>\$153.00</u>
Total:	\$804.63

Paige Spence—Intervention Court Case Manager

Registration:	\$200.00
Hotel: (\$103.00 – 2 nights)	\$206.00
Travel (County Vehicle)	
Meals: (\$51/day/3 days)	<u>\$153.00</u>
Total:	\$559.00

Alex Dupree – Intervention Court Public Defender	
Registration:	\$200.00
Hotel: (\$103.00 – 2 nights)	\$206.00
Travel (County Vehicle)	
Meals: (\$51/day/3 days)	<u>\$153.00</u>
Total:	\$559.00

The registration fee also covers our membership fees for the association for the year. The total registration cost is \$800.00. We respectfully request that the check to the MADCP, P.O. Box 2224, Jackson, MS 39225-2224, be prepaid. We will pick the check up and mail it in with a copy of our registration confirmation.

The hotel costs are based on a \$103.00 fee per night for two nights per person. Reservations will be made at the Hampton Inn Oxford/ Conference Center, 103 Ed Perry Boulevard, Oxford, MS 38655. The total amount of this check will be \$824.00. We respectfully request that the check to the hotel be prepared before arrival. We will pick the check up and mail it in with a copy of our reservations.

Mileage costs are based on approximately 375 miles x \$.655. Meal costs are based on \$51.00 per day for three days. Meals and Mileage/Travel will be reimbursed to conference attendees after the conference. Mileage and Travel Reimbursement costs will come from Department 174 (Juvenile Treatment Court). Reimbursement for these expenses will be applied to the AOC Intervention Court (Drug Court) Funds and the Juvenile Justice Grant.

Additionally, we are asking for similar approval for costs from the Family Drug Treatment Court. The approximate cost for hotel and registration fees for Family Drug Treatment Court – **Department 164** will be listed below:

Jessica Culpepper - Intervention Court Financial Coordinator	
Registration:	\$200.00
Hotel: (\$103.00 - 3 nights*)	\$309.00
Travel: (\$.655/375 miles)	\$245.63
Meals: (\$51/day/3 days)	<u>\$204.00</u>
Total:	\$958.63

Stacey Overstreet - Intervention Court Operations Coordinator	
Registration:	\$200.00
Hotel: (\$103.00 - 3 nights*)	\$309.00
Travel: (\$.655/375 miles)	\$245.63
Meals: (\$51/day/3 days)	<u>\$153.00</u>
Total:	\$958.63

Kim Herrington - Intervention Court Case Manager
 Registration: \$200.00
 Hotel: (\$103.00 - 2 nights) \$206.00
 Travel (County Vehicle)
 Meals: (\$51/day/3 days) \$153.00
 Total: \$559.00

Olivia Wilkins - Intervention Court Therapist
 Registration: \$200.00
 Hotel: (\$103.00 - 2 nights) \$206.00
 Travel: (\$.655/375 miles) \$245.63
 Meals: (\$51/day/3 days) \$153.00
 Total: \$823.17

Corey Gerber – Intervention Court Prosecutor
 Registration: \$200.00
 Hotel: (\$103.00 - 2 nights) \$206.00
 Travel (County Vehicle)
 Meals: (\$51/day/3 days) \$153.00
 Total: \$559.00

Kristie Gardner – Deputy Court Administrator
 Registration: \$200.00
 Travel (County Vehicle)
 Hotel: (\$103.00 - 2 nights) \$206.00
 Meals: (\$51/day/3 days) \$153.00
 Total: \$559.00

* Jessica Culpepper and Stacey Overstreet are members of the MADCP Board of Directors and Planning Committee and are responsible for set-up for the conference, thus requiring them to be available the day prior to the conference for set-up.

The registration fee also covers our membership fees for the association for the year. The total registration cost is \$1,000.00. We respectfully request that the check to the MADCP, P.O. Box 2224, Jackson, MS 39225-2224, be prepaid. We will pick the check up and mail it in with a copy of our registration confirmation.

The hotel costs are based on a \$103.00 fee per night for two nights per person. Reservations will be made at Hampton Inn Oxford/ Conference Center, 103 Ed Perry Boulevard, Oxford, MS 38655. The total amount of the hotel costs for 164 will be \$1,442.00. We respectfully request that the check to the hotel be prepared before arrival. We will pick the check up and mail it in with a copy of our reservations.

Mileage costs are based on approximately 375 miles x \$.655. Meal costs are based on \$51.00 per day for three days. Meals and Mileage/Travel will be reimbursed to conference attendees after the conference. Mileage and Travel Reimbursement costs will come from Funds 164 (Family Treatment Court). Reimbursement for these expenses will be applied to the AOC Intervention Court (Drug Court) Funds and the SAMHSA and JJ Family Court Grant.

Thank you for your assistance.

Sincerely,



Julie Thompson, Administrator
Rankin County Youth Court



Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

June 12, 2023

Board of Supervisors
211 E. Government Street, Suite A
Brandon, MS 39042

RE: Class

Dear Board Members:

We are asking for board approval to send Joshua Ellis to The (FBI-LEEDA) Executive Leadership Institute in Southaven, Ms. Josh will be traveling to the class on July 9 and will return July 14, 2023. The registration fee is \$795.00. I will need to get approval to have a check cut to FBI-LEEDA and mail the check to FBI-LEEDA, 5 Great Valley Parkway, Suite 359 Malvern, PA 19355. I have attached the information for the class as well. If approved we will put meals and lodging on our department credit card. Please add this to the next Board agenda please.

Thank you.

Paul Holley
Undersheriff

Enter search criteria...



(1)

MENU



ELI - Southaven, MS 7/2023

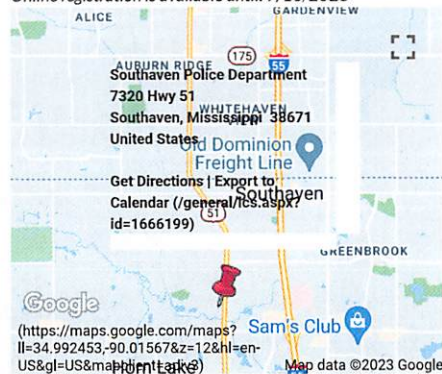
[Register](#) [Map this Event](#) [Tell a Friend \(/members/send.asp?event=1666199\)](#)

7/10/2023 to 7/14/2023

Register

When: Monday, July 10, 2023
8:30 AM**Where:** [Map this event »](#)
Southaven Police Department
7320 Hwy 51
Southaven, Mississippi 38671
United States**Contact:** Capt. Alex Fennell
afennell@southaven.org (mailto:afennell@southaven.org)
662-393-8652 ext. 3009

Online registration is available until: 7/10/2023

[« Go to Upcoming Event List \(/events/event_list.asp\)](#)



FBI-LEEDA

Invoice

Date	Invoice #
5/18/2023	200087072

Bill To
Joshua Ellis Rankin County Sheriff's Office 221 Timber Street Brandon, MS 39042 United States

Ship To
Joshua Ellis Rankin County Sheriff's Office 221 Timber Street Brandon, 39042 United States

PO Number	Terms	Due Date
	Due on receipt	5/18/2023

Date	Qty	Description	Price	Totals
5/18/2023	1	ELI - Southaven, MS 7/2023	\$795.00	\$795.00
		Sub-Total		\$795.00
		Total		\$795.00
		Balance Due		\$795.00

Please make check payable to FBI-LEEDA
Remit to:

Attachment: Authority to Pay Registration fees for the FBI-LEEDA (19055 : Authority to Pay Registration



Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

June 12, 2023

Board of Supervisors
211 E. Government Street, Suite A
Brandon, MS 39042

I am requesting Board approval for Christy Snow to attend the Courtroom Testimony course in Pensacola, FL on July 26—28, 2023. The cost for this class is \$495 and will be paid upon receipt of invoice. Christy will travel to the class on July 25th and return on July 28th. Meals, travel and lodging will be paid for using our Department credit card.

Thank You.

Paul Holley
Undersheriff

Christy Snow

From: Forensic Pieces <info@forensicpieces.com>
Sent: Friday, April 28, 2023 9:16 AM
To: Christy Snow
Subject: Courtroom Testimony: A Practical Approach July 26 - 28, 2023 Pensacola, FL!

Courtroom Testimony: A Practical Approach

July 26 - 28, 2023

Pensacola, FL

Presented by Forensic Pieces, Inc.

Taught by: Jeff Goudeau, M.S., FA, CSCSA

Course Dates

Wednesday, July 26th, 2023

-to-

Friday, July 28th, 2023

Course Hours | 8 am - 5 pm

Add to Calendar

Course Location

Forensic Pieces, Inc.

4400 Bayou Blvd.

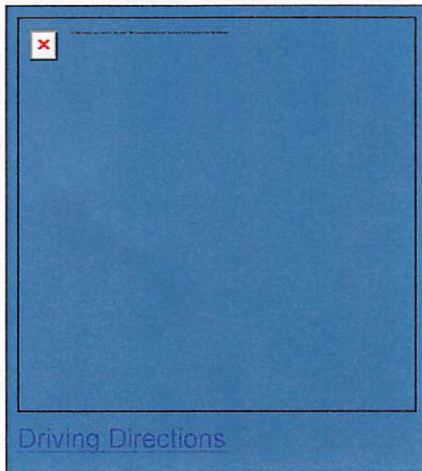
Suite# 30B

Pensacola, FL 32503

Course Description

This three-day course is designed for crime scene investigators, detectives, crime laboratory analysts and others in the field of forensic science that are routinely called to testify in court. This class will be interactive and challenge students to think of possible mind provoking court scenarios. Methods of how to make a positive first impression will be presented along with how to overcome any anxieties the student may have about presenting in court. Preliminary information such as a proper pretrial checklist will be presented as well as a discussion on how to handle adversity from attorneys both during direct and cross examination that will help better prepare the individual on how to handle these potentially difficult situations. Both verbal and non-verbal communication techniques will be reviewed and depending on the audience a discussion on how to present technical information to a lay audience may be discussed. The Frye and Daubert standards for expert testimony will also be covered as well as a list of difficult questions encountered in court along with possible answers. The third day will be very interactive and the students will be placed in groups and asked to testify in a moot court scenario.

Attachment: Authority for Christy Snow to Attend the Courtroom Testimony course (19056 : Authority to Issue Check Upon Receipt of Invoice



\$495 Per Student

For hotel, or contact information,
click below.

[Get more information](#)

[Register Now!](#)

[I can't make it](#)

Course Topics

- Relating to the jury
- Appearance and demeanor - making a good first impression
- Preparing for trial
- Pretrial checklist and meeting with the attorney
- Frye and Daubert Standards
- Effective communication with juries - verbal and non - verbal
- Court proceedings
- Presentation skills
- Handling court adversity

Forensic Pieces, 4400 Bayou Blvd., Suite# 30A, Pensacola, FL 32503

[SafeUnsubscribe™](#) csnow@rankincounty.org

[Forward email](#) | [Update Profile](#) | [Customer Contact Data Notice](#)

Sent by info@forensicpieces.com powered by



Try email marketing for free today!



MACE Educational Conference

Location: Biloxi Visitors Center
 1050 Beach Boulevard, Biloxi, MS 39530
August 16 – 18, 2023



REGISTRATION FORM (Deadline to register is August 4, 2023)

Personal Details – please print.

Name:	Kathy Vanek
Jurisdiction:	Rankin County
Mailing Address:	203 E Government St, Suite 205, Brandon, MS 39042
Telephone:	601-824-2576 Cell 601-586-9556
Email:	kvanek@rankincounty.org

Conference Registration Fees

☒ **\$150.00** **DUE TO SPACE, REGISTRATION IS LIMITED TO THE FIRST 120 ATTENDEES!**

Payment Method –

☒ Check enclosed **Made payable to MACE.**

Mississippi Association of Code Enforcement
 Attention: Amy Heath, Treasurer
 P. O. Box 564
 Petal, Mississippi 39465

Contact Information: Amy Heath
 Office: (601) 544-6048 Cell: (601) 606-0546
 Email: Amyheath@cityofpetal.com

ACCOMMODATIONS

Accommodations: Double Tree by Hilton, 940 Beach Boulevard, Biloxi, MS 39530
 (228) 546-3100 **\$129.00 per night KING; \$139.00 per night DOUBLE** **RESERVATION CODE: MSC**
 Hampton Inn, 1138 Beach Boulevard, Biloxi, MS 39530
 (228) 435-9010 **\$139.00 per night** **RESERVATION CODE: MSC**
 Hyatt Place Biloxi, 1150 Beach Boulevard, Biloxi, MS 39530
 (228) 206-1150 **\$169.00 per night** **RESERVATION CODE: G-MAC3**

Conference Location: Biloxi Visitors Center, 1050 Beach Boulevard, Biloxi, MS 39530

YOU MUST BE A CURRENT M.A.C.E. MEMBER TO ATTEND THIS CONFERENCE.

Registration Cancellation Policy –Registration fees will not be refunded.

Signature: _____

Date: _____



Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

June 15, 2023

Board of Supervisors
211 E. Government Street, Suite A
Brandon, MS 39042

RE: Training Class

Dear Board Members:

I'm requesting Board approval for Gerrad Bacon and John Burt to travel to the Law Enforcement Academy in Tuscaloosa for an Advanced Crime Scene Investigations class. Both deputies will travel to the class on July 30 and return on August 4th. The cost of the class \$655.00 per student. If approved I will need to have a check issued to Forensic Pieces and mailed to 4400 Bayou Blvd. Suite 30A, Pensacola, FL 32503 in the amount of \$1,310.00 for this course. We will pay for lodging, travel and meals with Department credit card. Please add this to the next Board agenda please.

Thank you.

Paul Holley
Undersheriff

INVOICE: Advanced Crime Scene Investigations
DATE: June 15, 2022


TO: Rankin County Sheriff's Office
Gerrad Bacon
John Burt

Forensic Pieces, Inc.
 4400 Bayou Blvd. Suite 30A
 Pensacola, FL 32503
 Phone: 850.332.0141 | Fax: 850.390.4792
 www.forensicpieces.com

Sales Rep.	P.O. Number	Ship Date	Ship Via	FOB	Terms
edp					

Quantity	Description	Unit Price	Total
2	Advanced Crime Scene Investigations Tuscaloosa, AL July 31 – August 4, 2023 Gerrad Bacon Jun Burt	\$655.00	\$1,310.00
Please make checks payable to Forensic Pieces, Tax FID #900496490			Total \$1,310.00

THANK YOU FOR YOUR BUSINESS!

Attachment: Authority to Pay Registration fees for the Advanced Crime Scene Investigations class (19064 : Authority to Pay Registration Fees

FORENSIC PIECES

TRAINING & CONSULTING

www.forensicpieces.com

COST: \$655 PER STUDENT

PLEASE MAKE CHECKS PAYABLE TO: FORENSIC PIECES
MAJOR CREDIT CARDS ACCEPTED
TIN# 900496490
FAX/MAIL TO FORENSIC PIECES (CONTACT INFO BELOW)

REGISTRATION FORM

NAME: _____

TITLE: _____

AGENCY: _____

ADDRESS: _____

CITY: _____

STATE/ ZIP: _____

PHONE: _____

EMAIL: _____

* Cancellation and refund policy in effect. Please visit
<http://forensicpieces.com/hosting-and-attending-courses-faq>

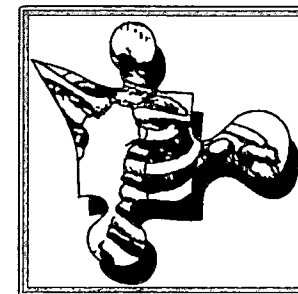
Forensic Pieces presents:
**ADVANCED CRIME SCENE
INVESTIGATIONS**

In Honor of Our Beloved Founder of Forensic Pieces, Jan Johnson, CSCSA

We commit to you the same techniques, structure, and integrity that our fearless leader Jan Johnson carried with her to every scene, every training, every conference, every time. It will be our constant goal to strive, meet, and exceed the extremely high standards set by the one who led thousands all over the world to success in the areas of Crime Scene Investigation, Bloodstain Pattern Analysis, Shooting Reconstruction, Crime Scene Reconstruction, and so much more. Each instructor and training will reflect the legacy Jan wanted for her company and the forensic community. We appreciate all the continued support as we forge ahead our new path forward. As Jan Johnson would always say: Full Speed Ahead!

ABOUT YOUR INSTRUCTOR:

PLEASE CONTACT THE FORENSIC PIECE OFFICE DIRECTLY (850) 332-0141 WITH ANY QUESTIONS ABOUT YOUR INSTRUCTOR. AT THE TIME OF THIS POST, THE INSTRUCTOR WAS PENDING.



COURSE DATES: JULY 31 – AUGUST 4, 2023
8:00 AM – 5:00 PM

LOCATION: LAW ENFORCEMENT ACADEMY TUSCALOOSA
7601 ROBERT CARDNIAL AIRPORT ROAD
TUSCALOOSA, AL 35401

RECOMMENDED LODGING: HOME 2 SUITES BY HILTON
2610 UNIVERSITY BLVD.
TUSCALOOSA, AL 35401
PHONE: (205) 349-2002

HOSTING AGENCY: LAW ENFORCEMENT ACADEMY TUSCALOOSA
HOST CONTACT: WESLEY JACOBS (205) 759-3000 OR WJACOBS1@TUSCALOOSA.COM
****TO REGISTER, VISIT WWW.FORENSICPIECES.COM OR CALL US AT (850) 332-0141**

ADVANCED CRIME SCENE INVESTIGATIONS

LAW ENFORCEMENT ACADEMY TUSCALOOSA

★ JULY 31 – AUGUST 4, 2023

COURSE DESCRIPTION:

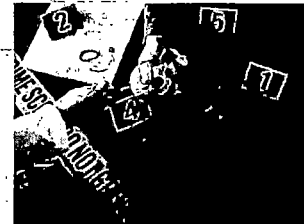
This all-encompassing 40-hour workshop will provide the investigator with both hands-on training as well as thought-provoking discussions while using advanced crime scene investigation techniques. This course was designed for the detective wishing to either refresh or advance their overall skills in the examination of major crime scenes while using proper documentation and examples of testing evidence as well as the overall crime scene.

Using the latest research with the application of the newest crime scene techniques will be among the many topics of discussion. This training will incorporate numerous field training exercises to assist the investigator in honing the skills necessary to properly handle a crime scene, no matter how big or how small. The course includes an overview of how to approach and examine major crime scenes, along with interactive training while also allowing the opportunity to present the physical evidence recovered from mock scenes in a courtroom setting for peer review. All advanced instructional techniques will be illustrated with actual case scenarios.

These training hours may be applied toward the International Association for Identification Crime Scene Certification application. Don't miss out on this exciting training!

COURSE TOPICS:

- Case Management
- Safety and Advanced Equipment for the Forensic Toolbox
- Dust Track Evidence Recovery
- Tool and Bite Mark Recovery
- Alternate Light Source Applications
- Blue-Star Forensic Detection for Latent Blood
- Latent Print Blood Enhancement
- Autopsy Evidence
- Bloodstain Pattern Identification and Documentation
- Gunshot Residue
- Report Writing
- Expert Witness Testimony
- And Many More Exciting CSI Techniques!



WHAT TO BRING TO CLASS:

Casual attire is suitable. A laptop computer, digital camera with macro capabilities, tripod, and alternate light sources with barrier filters are *highly* recommended to help enhance the learning experience but are not required to attend.

WHO SHOULD ATTEND?

This is a hands-on course that is specifically designed for crime scene officers, investigators, and any other individual needing to advance crime scene investigation techniques, with or without experience. This course is taught in a manner in which the crime scene officer can easily understand.



Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

June 16, 2023

Board of Supervisors
211 E. Government Street, Suite A
Brandon, MS 39042

RE: MAJDP

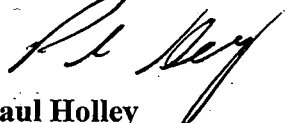
Dear Board Members:

Please place on the Board minutes to approve to pay the dues to the Mississippi Association of Juvenile Detention Professionals (MAJDP) for the below listed individuals (22 total). The dues are \$10.00 each member. If approved please issue a check to MAJDP in the amount of \$220.00. Rebecca Walker, JDC Administrator, will take delivery of the check and complete registration.

The 22 individuals are as follows:

- | | |
|--------------------|-----------------------|
| 1. Rebecca Walker | 12. Courtney Burnside |
| 2. Hope Wallace | 13. Timothy Ward |
| 3. Antonio Rand | 14. Tyler Beard |
| 4. Johnny Ambrose | 15. Alexis Boyd |
| 5. John Green | 16. James Skinner |
| 6. Heath Stuart | 17. Amanda Martin |
| 7. Gwen Harvey | 18. Jan Share |
| 8. Jacob Schmelzer | 19. Jimmy Thomas |
| 9. Julia Brock | 20. Lakisha Anderson |
| 10. Jamie Thompson | 21. Cheryl Martin |
| 11. Jacob Pressey | 22. Paul Holley |

Thank you,


Paul Holley
Undersheriff

ProCare Services

stryker®

Sales Rep Name: Julie Riekhof
ProCare Service Rep: Heather Gonzalez

3800 E. Centre Ave
Portage, MI 49009

Date: 4/26/2023
ID #: 230426125559

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num:
Shipping Acct Num: 1335314
Account Name Rankin County Emer Operations
Account Address 601 Marquette Rd
City, State Zip Brandon, MS 39042

Name: Justin Allen
Title: EMS Coordinator
Phone: (601) 825-1499
Email: justin.allen@rankincounty.or

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	LP15	LifePak 15	LP15 PM Only Ship In	10	1		\$4,410.00

PROGRAM INCLUDES:**LP15 PM Only Ship In:**

ProCare LIFEPAK 15 Preventive Maintenance: Annual ship in preventive maintenance inspection

Unless otherwise stated on contract, payment is expected upfront.

ProCare Total \$4,410.00

FINAL TOTAL \$4,410.00

Stryker Signature

Date

Customer Signature

Date

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com>

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number

This is not an invoice. A physical invoice will be mailed.
Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308

If contract is over \$5,000 please send hard copy PO

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.

Attachment: Authority to pay ProCare Services for Annual Contract for heart monitors (19058 : Authority to Issue Check to ProCare Services in

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	LP15	40187959	LP15 PM Only Ship In
2	LP15	40187654	LP15 PM Only Ship In
3	LP15	42178440	LP15 PM Only Ship In
4	LP15	42182272	LP15 PM Only Ship In
5	LP15	43787781	LP15 PM Only Ship In
6	LP15	43794045	LP15 PM Only Ship In
7	LP15	48801773	LP15 PM Only Ship In
8	LP15	48807206	LP15 PM Only Ship In
9	LP15	48807529	LP15 PM Only Ship In
10	LP15	40829125	LP15 PM Only Ship In

Purchase Order Form

stryker

Account Manager _____
 Cell Phone _____

Purchase Order Date _____
 Expected Delivery Date _____
 Stryker Quote Number 230426125559

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	0
Company Name	Rankin County Board of Supervisors
Contact or Department	
Street Address	211 E Government Street, Suite A
Add'l Address Line	
City, ST ZIP	Brandon, MS 39042
Phone	601-825-1475

SHIP TO	CUSTOMER #
Shipping Account Num	1335314
Company Name	Rankin County Emer Operations
Contact or Department	Justin Allen
Street Address	601 Marquette Rd
Add'l Address Line	
City, ST ZIP	Brandon, MS 39042
Phone	(601) 825-1499

Authorized Customer Initials

KH

Authorized Customer Initials

JA

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____
 Email _____
 Phone _____

Stryker Terms and Conditions

<https://techweb.stryker.com>

Authorized Customer Signature

Printed Name Keith Hicks
 Title County Administrator
 Signature [Signature]
 Date 5/15/2023

Attachment Stryker Quote Number 230426125559

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

Attachment: Authority to pay ProCare Services for Annual Contract for heart monitors (19058 : Authority to Issue Check to ProCare Services in

As of March 2020



LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - o Stryker will continue to offer contractual service on a yearly basis only
 - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.



Richland, MS 39218
601-939-1000

No Charge Invoice

Invoice: NC1624-001

Invoice Date: 6/9/2023
Start Date: 5/10/2023
Billed From: 5/10/2023
Billed Thru: 5/18/2023
Due Date: 7/9/2023

Jobsite: CASTLEWOOD GOLF COURSE
Castlewoods Blvd
Flowood, MS 39047

Contact: MIKE HARRISON
Phone: 601-813-5231
Email:

Bill To: Customer No. 14022
RANKIN COUNTY
211 E GOVERNMENT ST STE A
BRANDON, MS 39042

Signed By:
Order By: MIKE HARRISON

Sales Rep: BRANDT WATSON
PO #: NEED

Qty	Description	Day	Week	4 Week	Totals
Rental Items					
1	JOHN DEERE 648 SKIDDER				\$0.00
	ID: 157237 Serial: 1DW648LBLKF701467 Model: 648L-II				
	Hours Out: 5205.9 Hours In: 5218.8				
	Date Out: 5/10/2023 8:00 AM Date Returned: 5/18/2023 10:21 AM				

Miscellaneous Items

Delivery Outside Hauler - SEI - JXN	\$650.00
Pickup Outside Hauler - SEI - JXN	\$650.00
Subtotal:	\$1,300.00
State (MS) (7.0000%)	\$91.00
Total:	\$1,391.00

DUE DATE WILL BE 30 DAYS FROM THE INVOICE DATE.

PLEASE REMIT PAYMENT TO:

Stribling Equipment, LLC
P.O. Box 6038
Jackson, MS 39288-6038

Signature

Date

Print Name

Attachment: Authority to Pay Stribling Equipment for transportation of John Deere Skidder (19059 : Authority to Issue Check to Stribling

SPECIAL PURCHASING PROCEDURES AND TRANSACTIONS NOT APPLICABLE TO CENTRALIZED PURCHASING FOR COUNTIES

The following information is provided for reference and to clarify certain expenditures that are not subject to the centralized purchasing system for counties. Those persons involved with county purchasing should familiarize themselves with the existing law, Sections 31-7-1 et. seq., Miss. Code Ann. (1972). In using this listing, one should always refer to the code sections indicated in order to be aware of all special requirements and procedures involved. All references are to the MISSISSIPPI CODE OF 1972, ANNOTATED, as amended. Unless specifically noted, solicitation of bids, purchase requisitions, purchase orders, and receiving reports are required in each case.

1. In addition to the exceptions listed in the Purchase Law Update, § 31-7-13, no solicitation of bids is required for the following:

Acquisition of real property (§ 19-7-1) However, an appraisal is generally required, and the county must make the owner aware of the appraised value (§ 43-37-3).

Purchases of not more than \$2,000 (§ 31-7-103): no-bid, purchase requisition, purchase order, or receiving report is required. Must have a signed receipt or signature on the invoice. Supervisors in unit system counties are prohibited from making purchases, but supervisors in beat system counties, county administrators, and road managers are allowed to make purchases of not more than \$2,000 (§ 31-7-119).

2. When an emergency purchase has been properly authorized by the board of supervisors or its designee, the related purchase requisition, purchase order, and receiving report may be prepared and processed within three (3) working days of the emergency. The purchase clerk and receiving clerk may sign the appropriate forms based on a written certification from the clerk of the board of supervisors or emergency purchase designee, as appropriate, that such purchase was made and the related commodities or services were received in connection with an emergency purchase.
3. Purchase orders for repairs must specify an estimate of the cost of repairs for the purchase order amount.
4. There are certain expenditures by a county that are not considered purchases, and accordingly are not the responsibility of the department of purchasing. These transactions do not require purchase requisitions, purchase orders and receiving reports as these forms are not appropriate for these types of expenditures. Other types of documents support payment of these transactions.

They include:

- a. Contracts with utility providers (telephone, gas, water, electricity, etc.)
- b. Transportation of persons or things (freight, ambulance service, wrecker service, etc.)
- c. Postage (stamps, mailing costs, etc.)
- d. Reimbursable official travel expenses (food, lodging, repairs, etc.), prepaid by hotel/motel reservations and prepaid meeting or conference registration expenses.

TO: RANKIN COUNTY BOARD OF SUPERVISORS & CLERK OF THE BOARD
FROM: KIM GRIFFITH, INVENTORY CONTROL CLERK
RE: INVENTORY CHANGES
DATE: June 19, 2023

Please remove the following items:

From Dept. 200 – Sheriff

<u>Asset</u>	<u>Description</u>	<u>Serial#</u>	<u>Reason</u>
12167	Glock 19 w/Nightsights	BGVX021	Brad Smith Retiring Officer \$10

From Dept. 300 – Roads & Bridges

<u>Asset</u>	<u>Description</u>	<u>Serial#</u>	<u>Reason</u>
13309	IPhone XR		Broken
13991	IPhone XR	356451105219070	Broken
11917	IPhone 7	359461085884865	Broken



Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

June 14, 2023

Board of Supervisors
211 E. Government Street, Suite A
Brandon, MS 39042

RE: Inventory

Dear Board Members:

Please place on the agenda to delete from the Sheriff's Department inventory the following weapon.

1- Glock 19 9MM Semi Auto Pistol Serial # BGVX021, Inventory # 13017

Then place on agenda to sell the same weapon for \$10.00 to Brad Smith, who is a law enforcement officer with the Rankin County Sheriff's Dept. Officer Smith will be retiring from this Department June 30, 2023. This being done in compliance of Ms. Code Ann. 45-9-131 - Firearm purchase by retiring municipal or county law enforcement officer.

Thank you,

Paul Holley
Undersheriff

Attachment - \$10.00 Cash

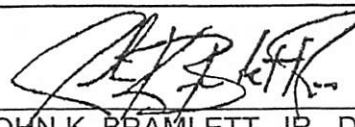
221 NORTH TIMBER STREET • BRANDON, MISSISSIPPI 39042
601.825.1480 • 601.355.0527 • 601.824.7120

Attachment: Inventory Authority to Remove 1-Glock 19 from Sheriff's Dept. Inventory and Sell to Brad Smith (19061 : Approval to Remove 1-

RANKIN COUNTY PERSONNEL RECOMMENDATION

I, JOHN K. BRAMLETT, JR., District Attorney, recommend for consideration that
SAMUEL LEE WILKINS, Assistant District Attorney, be paid **SIXTY THOUSAND TWO
 HUNDRED FORTY DOLLARS (\$60,240.00)**, **ANNUALLY**, effective JULY 01, the
 breakdown of which is as follows:

Salary processed through Rankin County Board of Supervisors' Office	\$48,821.25 \$5,418.75	DA's Office — Local Funds Rankin Co. BOS
Supplement	\$6,000.00	DA's Office - Local Funds
TOTAL		\$60,240.00


 JOHN K. BRAMLETT, JR., District Attorney

✓

 APPROVED

 NOT APPROVED



 BOARD PRESIDENT

SALARY		
	PRESENT	PROPOSED
Step		
Hourly		
Bi-Weekly		
Annual as pd by DA	\$65,821.25	\$48,821.25
Annual as pd by BOS	\$5,418.75	\$5,418.75
Supplement . . as paid by DA	\$6,000.00	\$6,000.00
Total	\$77,240.00	\$60,240.00

9% BOS currently 7%
 91% DA currently 93%

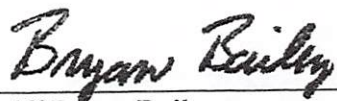
Rankin County

Personnel Recommendation

I, Sheriff Bryan Bailey, do hereby recommend the within named,

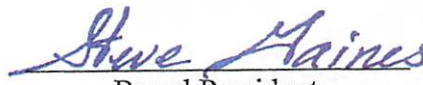
Courtney Burnside be considered for the position of/promotion to **certified detention officer at JDC**

at pay step **314** effective on the **4th** day of **June, 2023**.


Sheriff Bryan Bailey

Approved ☒
Disapproved ☐

Signed: 
County Administrator


Board President

Additional Comments:
Courtney completed certification training.

Department Code: 001-225-432

	Present	Recommended
Step	301	314
Hourly Rate	\$	\$
Bi-Weekly Rate	\$	\$
Annual Salary	\$	\$

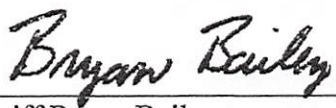
Rankin County

Personnel Recommendation

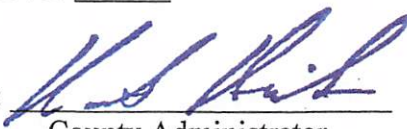
I, Sheriff Bryan Bailey, do hereby recommend the within named,

Nathan Ford be considered for the position of/promotion to **certified adult detention officer**

at pay step **314** effective on the **4th** day of **June, 2023**.


Sheriff Bryan Bailey

Approved ☒
Disapproved ☐

Signed: 
County Administrator


Board President

Additional Comments:
Nathan completed certification training.

Department Code: 001-220-432

	Present	Recommended
Step	301	314
Hourly Rate	\$	\$
Bi-Weekly Rate	\$	\$
Annual Salary	\$	\$

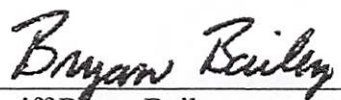
Rankin County

Personnel Recommendation

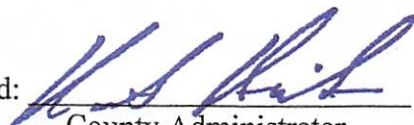
I, Sheriff Bryan Bailey, do hereby recommend the within named,

Grayson Manning be considered for the position of/promotion to **certified adult detention officer**

at pay step **314** effective on the **4th** day of **June, 2023**.


Sheriff Bryan Bailey

Approved ☒
Disapproved ☐

Signed: 
County Administrator


Board President

Additional Comments:
Grayson completed certification training.

Department Code: 001-220-432

	Present	Recommended
Step	301	314
Hourly Rate	\$	\$
Bi-Weekly Rate	\$	\$
Annual Salary	\$	\$

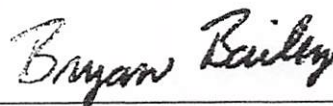
Rankin County

Personnel Recommendation

I, Sheriff Bryan Bailey, do hereby recommend the within named,

James Monkus be considered for the position of/promotion to **certified adult detention officer**

at pay step **314** effective on the **4th** day of **June, 2023**.



 Sheriff Bryan Bailey

Approved ✓
 Disapproved _____

Signed: 

 County Administrator



 Board President

Additional Comments:

James completed certification training.

Department Code: 001-220-432

	Present	Recommended
Step	301	314
Hourly Rate	\$ _____	\$ _____
Bi-Weekly Rate	\$ _____	\$ _____
Annual Salary	\$ _____	\$ _____

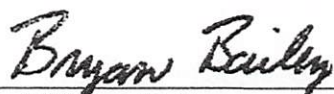
Rankin County

Personnel Recommendation

I, Sheriff Bryan Bailey, do hereby recommend the within named,

Jamie Thompson be considered for the position of/promotion to **certified detention officer at JDC**

at pay step **314** effective on the **4th** day of **June, 2023**.


Sheriff Bryan Bailey

Approved ☒
Disapproved ☐

Signed: 
County Administrator


Board President

Additional Comments:

Jamie completed certification training.

Department Code: 001-225-432

	Present	Recommended
Step	301	314
Hourly Rate	\$	\$
Bi-Weekly Rate	\$	\$
Annual Salary	\$	\$



OSARC
OFFICE OF
STATE AID ROAD CONSTRUCTION

5.5.A.a

Harry Lee James, P.E.
State Aid Engineer
Telephone (601) 359-7150

412 Woodrow Wilson Avenue
Jackson, Mississippi 39216
Fax (601) 359-7141

May 17, 2023

Board of Supervisors
Rankin County
c/o Chancery Clerk
Post Office Box 700
Brandon, MS 39043

Dear Supervisors:

**RE: State Aid Project No. SAP 61(19)M
Rankin County**

Attached hereto is a copy of approved Construction Change Request No. 1
on the above numbered project.

Sincerely,

Harry Lee James, P.E.
State Aid Engineer

By: Butch Swales, P.E.
District Engineer

bs/eh

Attachment

pc: Charles S. Parker, P.E.
Dickerson & Bowen Inc.
File

Attachment: Vardoc Approved Construction Change Order Request No. 1 (SAP 61 (19)M) (19067 : Various Documents)

Office of State Aid Road Construction

Mississippi Department of Transportation

Construction Change Request

5.5.A.a



Project Number SAP-61(19)M

County Rankin

Date 5/5/2023

ATTN: STATE AID ENGINEER
CCR No. 1

RECEIVED
MAY 09 2023
OSARC 1947 51

The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail:

PROPOSED: Changing asphalt type for Pay Item 901-S-401-B from (BC-1, Type 8) to (SC-1, Type 8)

REASON: The SC-1 mix has already been approved for base repairs and edge repairs. It is our opinion that SC-1 mix will provide a superior finish when compared to the BC-1 mix. There will be no additional expenses related to this change.

Original Quantities and Costs

Pay Item NO.	Description	Number of Units	Unit of Measure	Unit Price	Amount
901-S-401-B	Hot Bituminous Pavement Leveling Course (BC-1), (TYPE 8)	1,948	Ton	\$158.50	\$308,758.00

Revised Quantities and Costs

Pay Item NO.	Description	Number of Units	Unit of Measure	Unit Price	Amount
901-S-401-B	Hot Bituminous Pavement Leveling Course (SC-1), (TYPE 8)	1,948	Ton	\$158.50	\$308,758.00

Total Estimated Project - Per Contract	
Estimate Dated: 10/5/2022 8/25/2022	\$ 2,521,000.00 (A)
Contingencies Per Estimate 10/5/2022	120,026.05 (B)
Dated 8/25/2022	2,400,973.95 (C)
TOTAL CONTRACT ITEMS (A - B)	0.00 (D)
TOTAL Previously Approved Change Requests ☐ Plus ☐ Minus	2,400,973.95 (E)
NEW TOTAL - CONTRACT ITEMS (C + - D)	0.00 (F)
Estimated Amount - This Request ☐ Plus ☐ Minus	2,400,973.95 (G)
REVISED - CONTRACT ITEMS (E + - F)	
INDICATED UNDERRUN (A - G)	
INDICATED OVERRUN (G - A)	

APPROVAL

RECOMMENDED:

County Engineer

APPROVAL

RECOMMENDED: 5-15-23

District Engineer

APPROVED: 5/16/2023

State Aid Engineer

EXECUTED
CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR:

UT NEELY CREEK DITCH FLOOD IMPACTS

PROJECT NO.: WE-21255-5.06

BENCHMARK No. B-7741

Located in
Rankin County, Mississippi

PREPARED FOR:



March 2023

CONTRACTOR: *Hemphill Construction Co., Inc.*
ADDRESS: *1858 Hwy. 49 South, Florence, MS 39073*
SURETY: *Federal Insurance Co.*



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www.benchmarkms.net



April 17th, 2023

Project: B-7741_WE-21255-5.06 - UT Neely Creek Ditch Flood Impacts Project
Rankin County Board of Supervisors

Re: Addendum #1

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Contractor shall acknowledge receipt of this Addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

This Addendum is composed of the changes and clarifications noted below:

General:

- Attached are the Pre-Bid Meeting Minutes and Attendees

Contract Documents & Specifications:

1. Section 00400, Proposal Form, has been revised to reflect the changes to the Removal and/or Removal and Resetting of Existing Riprap, All Sizes from Lump Sum to Square Yards. Stone quantities have been adjusted.
2. Section 00420, Bid Bond, was inadvertently left out of the Contract Documents and Specifications and has been added.

Plan Sheets:

3. Sheet No. 2, General Construction Notes, has been revised to add miscellaneous notes regarding incidental items of work.
4. Sheet No. 3, Summary of Quantities, has been revised to reflect the changes to the Removal and/or Removal and Resetting of Existing Riprap, All Sizes from Lump Sum to Square Yards. Stone Quantities have been adjusted and additional notes have been added for clarification.
5. Sheet No. 15, Traffic Control Plan, has been revised to show added notes.

In addition of noting receipt of this addendum on the Proposal Form, please acknowledge receipt of this addendum via email to lburt@benchmarkms.net.

Sincerely,

Lon Burt, P.E.
Benchmark Engineering & Surveying, LLC

Benchmark Engineering & Surveying, LLC
101 Highpointe Courte, Suite B - Brandon, MS 39042
660 Katherine Drive, Suite 302 - Flowood, MS 39232
P 601-591-1077 F 601-591-0711

\\benchmark-de1\F\Projects\B-7741\Bidding\Addendum No.
1\Addendum #1.docx
Page 1

Attachment: Vardoc Executed Contract Documents & Specifications for UT Neely Creek Ditch Flood Impacts (19067 : Various Documents)

**Rankin County Board of Supervisors
UT Neely Creek Ditch Flood Impacts Project
B-7741_WE 21255-5.06
Pre-Bid Meeting Agenda
04/12/2023 10:00am**

Meeting Attendees Document Attached Hereto

1) Introductions

• **Owner:**

- Rankin County Board of Supervisors
211 East Government Street, Suite A, Brandon, MS 39042

Project Engineer

- Lon Burt, P.E.
Office: (601) 627-7787
Cell: (601) 527-3780
Email: lburt@benchmarkms.net

Mailing Address

- Benchmark Engineering & Surveying
660 Katherine Drive, Suite 302
Flowood, MS 39232

2) Project Bid Date and Location: April 28th, 2023 @ 10:00 A.M at the Board Room of the Rankin County Board of Supervisors.

3) Project Scope: General Project Scope includes removing 8 existing driveways and drainage culverts and replacing the removed areas with 6 new precast arch bridges with asphalt pavement driveway surfaces. Additional work includes temporary access roads, minor site improvements for tie ins to the new driveways, erosion control, traffic control, etc. Add alternate No. 1 includes grading and shaping approximately 0.28 miles of roadside ditch and lining the area with riprap as further described in the Plans, Specifications and Contract Documents.

4) Bid Bond: Bid Bond required is 5% of total bid.

5) Demolition



- There is demolition work required of this project including but not limited to the removal of the driveways and existing storm drain culverts at each driveway location, pavement, curb, signs, riprap, headwalls, gates and fences.
- Driveway access shall be maintained to all businesses along US 80 at all times.
- Contractor shall coordinate all demolition work with property owners prior to demolition so any additional provisions for access can be made by owner.

5) Utilities

- There are known underground and overhead utilities within the project limits. Contractor shall call in utility locates as required by law prior to any construction and notify Engineer of any conflicts/issues immediately.

6) **Contract Time and Liquidated Damages:** Contract time consists of 240 consecutive calendar days with liquidated damages in the amount of \$500 per calendar day thereafter.

7) Questions:

- All questions need to be sent via email to lburt@benchmarkms.net. No questions will be answered unless submitted in writing.
- Submit any and questions by Friday, April 21st, 2023.

8) General and other Discussion:

- The project Plans, Specifications and Contract Documents are located on Central Bidding and can also be obtained at Benchmark Engineering & Surveying, LLC.
- Project will be performed under traffic at all times with temporary lane closures/flaggers as needed to perform work **and in accordance with the MDOT Permit provided in the plans**. Access to driveways shall be maintained at all times, repairs that could cause inconvenience to business owners should be coordinated with the business owners.
- Right of Entry's have been obtained for the minor site work at each business location along the project limits.
- When the Contractor leaves the site for the day, he shall leave the construction project site in a safe condition for traffic per the latest edition of MUTCD.
- Contractor shall keep the Project Area clean of mud and debris at all times during the length of the project.
- Where curb is to be replaced, Contractor shall ensure that the grades behind the curb promote positive drainage and don't hold water. This shall be done with minor grading and shaping as needed to address adjustments in elevation from existing to proposed curb.



- Contractor will be responsible for getting a good stand of grass growing on all disturbed areas by any means necessary before closing out contract. Contractor shall include all cost required to accomplish this to be included in respective grassing/sodding pay items in Contract.
- Add Alternate No. 1 includes the grading and shaping of the channel, as well as lining the channel with riprap according to the details in the plans and specifications.

Additional Discussion Items

- Backfill for the Arch Bridges was discussed. The $\frac{3}{4}$ and down crushed stone shall be used as backfill for the Arch Bridges. Limestone #57 shall be used as undercut back beneath the structural foundations as directed by the Engineer.
- A question was asked if crushed concrete could be a suitable back fill for the arch structures. Benchmark may consider this given the contractor submits, to the Engineer for review and approval, a report and gradations proving the material meets the backfill requirements specified in the plans and specifications.
- Discussion was held regarding the estimated weights of the precast arch bridge sections as well as wing walls. Based on information provided to the Engineer by Forterra, the estimated heaviest crane pick is given to be 22 Tons.
- Contractors should be cautious of cranes and equipment in extreme proximity to overhead powerlines on site as well as thru traffic on US-Highway 80. If equipment is required to be on existing pavement (right turn lane), pads/mats will be required. Contractor will be responsible for any damage to existing pavement or other structures that were not designated to be removed or replaced at no additional cost to the owner.
- Should the situation arise where the Contractor needs to close additional traffic lane(s) on the days that the structures are to be set due to reasons such as crane overhang, the contractor shall submit a traffic control plan detailing the traffic control layout for such closure and closure timeline, to the Engineer for approval a minimum of 3 weeks prior to the anticipated date of the closure. Any such closures will have to also be approved by the Mississippi Dept. of Transportation.



- Benchmark will consider changing the unit price for the pay item “Removal and/or removal and resetting of existing riprap, all sizes” from “lump sum” to “Square Yards” and apply a note that designates the estimated quantity is based on immediate limits of each structure. It was determined that this would be a more cost effective/fair way to utilize the subject pay item.
- The Contractor may allow business traffic to temporarily cross the arch bridge structures after they are set and backfilled, prior to laying asphalt provided that the stone backfill is stabilized and provides a smooth and flush tie-in to existing pavement. Such stone backfill should be maintained on a regular basis. The Contractor is responsible for ensuring that the stone is at the respective required grades prior to paving. The costs for this work and any additional stone needed to maintain the crossing shall be absorbed in the “Maintenance of Traffic” pay item.



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PRE-BID MEETING ATTENDEE LISTDATE: 04/12/2023CLIENT: Rankin County Board of SupervisorsPROJECT: UT Neely Creek Ditch Flood ImpactsBENCHMARK PROJECT NO: B-7741COMPANY: Benchmark Engineering REPRESENTATIVE: Anthony HornPHONE: _____ CELL: 601-826-1382 EMAIL: ahorn@benchmarkms.netCOMPANY: BENCHMARK REPRESENTATIVE: LON BURTPHONE: 601-627-7787 CELL: 601-827-3780 EMAIL: LBURT@BENCHMARKMS.NETCOMPANY: Southern Rock, LLC REPRESENTATIVE: Bud McGeheePHONE: _____ CELL: 601-278-3476 EMAIL: bud.mcgehee@southernrockllc.com

COMPANY: _____ REPRESENTATIVE: _____

PHONE: _____ CELL: _____ EMAIL: _____

COMPANY: _____ REPRESENTATIVE: _____

PHONE: _____ CELL: _____ EMAIL: _____

COMPANY: _____ REPRESENTATIVE: _____

PHONE: _____ CELL: _____ EMAIL: _____

COMPANY: _____ REPRESENTATIVE: _____

PHONE: _____ CELL: _____ EMAIL: _____

COMPANY: _____ REPRESENTATIVE: _____

PHONE: _____ CELL: _____ EMAIL: _____

COMPANY: _____ REPRESENTATIVE: _____

PHONE: _____ CELL: _____ EMAIL: _____



April 25th, 2023

Project: B-7741_WE-21255-5.06 - UT Neely Creek Ditch Flood Impacts Project
Rankin County Board of Supervisors

Re: Addendum #2

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Contractor shall acknowledge receipt of this Addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

This Addendum is composed of the changes and clarifications noted below:

Contract Documents & Specifications:

1. Add Section 04000, Supplemental Specifications for Conspan Arch Bridges.
2. Division 2 Divider (Index) was modified to include Section 04000.

In addition of noting receipt of this addendum on the Proposal Form, please acknowledge receipt of this addendum via email to lburt@benchmarkms.net.

Sincerely,

Lon Burt, P.E.
Benchmark Engineering & Surveying, LLC



April 25th, 2023

Project: B-7741_WE-21255-5.06 - UT Neely Creek Ditch Flood Impacts Project
Rankin County Board of Supervisors

Re: Addendum #3

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Contractor shall acknowledge receipt of this Addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

This Addendum is composed of the changes and clarifications noted below:

Contract Documents & Specifications:

1. Add Section 0900, "Additional" Supplemental General Specifications For Construction of CoronaVirus State and Local Fiscal Recovery Funds (SLFRF) Program Projects.
2. Division 1 Divider (Index) was modified to include Section 00900.

In addition of noting receipt of this addendum on the Proposal Form, please acknowledge receipt of this addendum via email to lburt@benchmarkms.net.

Sincerely,

Lon Burt, P.E.
Benchmark Engineering & Surveying, LLC

ADDENDUM NO. 3

DIVISION 1CONTENTS

SECTION	DESCRIPTION
00100	ADVERTISEMENT FOR BID
00200	INSTRUCTIONS TO BIDDERS
00400	PROPOSAL FORM
00420	BID BOND
00480	NON-COLLUSION AFFIDAVIT
00485	AUTHORITY TO SUBMIT PROPOSAL AND EXECUTE CONTRACTS
00500	AGREEMENT
00510	PAYMENT BOND
00520	PERFORMANCE BOND
00530	CERTIFICATE OF SUFFICIENCY
00540	NOTICE OF AWARD
00550	NOTICE TO PROCEED
00600	GENERAL CONDITIONS
00800	SUPPLEMENTARY CONDITIONS
00900	ADDITIONAL SUPPLEMENTARY GENERAL CONDITIONS FOR CONSTRUCTION OF CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) PROGRAM PROJECTS

SECTION 00100 ADVERTISEMENT FOR BID

Notice is hereby given that the Rankin County Board of Supervisors (Owner) will receive competitive sealed BIDS for a General Contract for the furnishing of all labor and materials for the Construction of:

UT NEELY CREEK DITCH FLOOD IMPACTS PROJECT Project No. WE-21255-5.06 Benchmark No. B-7741

which includes but is not limited to grading, drainage, erosion control, driveway paving, and installation of pre-cast concrete arch bridges and all other associated work as shown in the plans and specifications at the office of the:

RANKIN COUNTY BOARD OF SUPERVISORS
211 E. GOVERNMENT STREET, SUITE A
BRANDON, MS 39042

Until 10:00am local time on Friday, April 28th, 2023 and then at said office publicly opened and read aloud.

The PLANS, SPECIFICATIONS & CONTRACT DOCUMENTS may be examined at the following locations:

1. Rankin County Board of Supervisors, 211 E. Government Street, Brandon, MS 39042
2. Benchmark Engineering & Surveying, LLC, 660 Katherine Drive, Suite 302, Flowood, MS 39232

Official Drawings and Specifications are also available for download from Central Bidding at www.centralbidding.com. For questions related to the electronic bidding process, please call Central Bidding at 225-810-4814. Hard copies of the Plans, Specifications and Contract documents may be obtained via request to office@benchmarkms.net for a cost of \$150, none of which is refundable.

A Pre-Bid Conference will be conducted on **Wednesday, April 12th, 2023 at 10:00am local time** in the Board Room of the Rankin County Board of Supervisors at the above listed address. Attendance by a principal, project manager or estimator of any prospective bidder is recommended but not mandatory.

Bid Security in the amount of 5% of the bid must accompany each bid in accordance with the INSTRUCTIONS TO BIDDERS. Attorneys-in-fact who sign Bid Bonds, Payment Bonds or Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney.

Minority and Woman Owned Business Enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities, equipment, material and/or supply needs.

Rankin County is an Equal Opportunity Employer, and hereby notifies all bidders will be afforded

the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, sexual preference, marital or veteran status, or any other legally protected status in consideration for an award.

Bidders acknowledge that, with respect to all matters of procurement and contracting related to the captioned bid project, Rankin County Board of Supervisors will follow the procurement requirements set forth in 2 C.F.R Sections 200.317 through 200.327.

No prospective CONTRACTOR may withdraw his proposal within SIXTY (60) DAYS after the actual date of the opening thereof.

Each bidder shall write the Certificate of Responsibility number and Mississippi Contractors License number on the outside of the sealed envelope containing his proposal. Proposals shall be submitted in duplicate, sealed, and deposited with the Clerk prior to the hour and date designated above.

RANKIN COUNTY reserves the right to waive any information or irregularities, to accept any bid deemed to be in the best interest of the County, or to reject any or all bids.

The Contract Time is Two Hundred Forty (240) consecutive calendar days with liquidated damages being Five Hundred Dollars (\$500) per calendar day thereafter.

Owner: Rankin County Board of Supervisors
By: Brad Calhoun
Title: President

Date Published: March 29, 2023
 April 5, 2023

--END OF SECTION 00100--

SECTION 00200 INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

- Owner – Rankin County Board of Supervisors, 211 E. Government Street, Brandon, MS 39042
- Engineer – Consulting firm who was hired by the Owner to prepare project plans and specifications
- Bidder – one who submits a Bid directly to Owner
- Sub-bidder – one who submits a Bid to the Bidder
- Successful Bidder – The lowest, qualified, responsible, and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) proposes to make an award.
- Bidding Documents – Includes the Notice for Bids (if applicable), Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids.)

2. QUALIFICATIONS OF BIDDERS

- 2.01 Bidders on projects in excess of fifty thousand dollars (\$50,000) shall be required to have Certificate of Responsibility from the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.
- 2.02 The OWNER may make such investigation as he deems necessary to determine the ability of the Bidder to perform the work. The Bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any Bid if the evidence submitted by or investigation of such Bidder fails to satisfy the OWNER that such Bidder is qualified to complete the obligations and the work as required in the Contract Documents.

3. NON-RESIDENT CONTRACTORS

When a non-resident contractor submits a bid for a Mississippi public project, he shall attach thereto a copy of his resident state's current law pertaining to such state's treatment of non-resident contractors as required by House Bill Number 8580, Chapter Number 527, Laws of 1988.

4. COPIES OF BIDDING DOCUMENTS

- 4.01 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents by Bidders and their Sub-bidders.
- 4.02 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the work and do not confer a license or grant for any other use.

5. PRE-BID CONFERENCE

- 5.01 A Pre-Bid Conference will be conducted on **Wednesday, April 12th, 2023 at 10:00 am local time in the Board Room of the City of Rankin County Board of Supervisors** at the above listed address. Attendance by a principal, project manager or estimator of any prospective bidder is recommended but not required.

6. FORM OF PROPOSALS

- 6.01 All proposals shall be accompanied with the required Bid Bond (5% of Bid) and must be submitted along with additional forms as required (not entire booklet) in duplicate on the forms furnished by the Engineer inside a sealed envelope addressed to:

The Rankin County Board of Supervisors
211 E. Government Street
Brandon, MS 39042

And designated as bid for:

UT NEELY CREEK DITCH FLOOD IMPACTS
Project No. WE-21255-5.06
Benchmark No. B-7741

BY: _____ (CONTRACTOR'S NAME)
CERTIFICATE OF RESPONSIBILITY NUMBER: _____
STATE CONTRACTORS LICENCE NUMBER: _____

7. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 7.01 It is the responsibility of each Bidder, before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress, performance or furnishing of the work, (c) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors, omissions or discrepancies in the Contract Documents requiring correction, clarification, or interpretation.
- 7.02 Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site are based upon information and data furnished to Owner and Engineer by owners of such underground facilities or others. Owner and Engineer assume no responsibility for the accuracy (horizontal or vertical) of the data shown in the Contract Documents.
- 7.03 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or

otherwise which may affect cost, progress, performance, or furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. Failure to do so will not relieve the Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract.

- 7.04 On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the site to its former condition upon completion of such explorations.
- 7.05 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.
- 7.06 At the time of the submission of Bids, each Bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the Plans and Contract Documents (including all Addenda). The failure of the Bidder to examine any form, instrument or document shall in no way relieve the Bidder from obligation in respect to his Bid.
- 7.07 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in **Paragraphs 4.2 and 4.3 of the General Conditions**.

8. INTERPRETATIONS AND ADDENDA

- 8.01 All questions about the meaning or intent of the Contract Documents are to be directed in writing or via email to Engineer (lburt@benchmarkms.net). Interpretations or clarifications will be issued by Addenda mailed or emailed to all parties recorded by Engineer as having received the Bidding Documents. Only answers to questions by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 8.02 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.
- 8.03 No addenda will be issued within forty-eight (48) hours of the advertised bid time, exclusive of Saturdays, Sundays, and legal holidays.

9. SUBSTITUTE MATERIALS OR PRODUCTS

- 9.01 Where the Drawings and Specifications identify a product by a specific brand, make, manufacturer, or definite specification, it is to establish the required quality standard for the product regarding style, type, character, materials of construction, function, accessories, dimensions, appearance, and durability. Products which are

determined to be equivalent by the Engineer will be acceptable. Products which are specified by a specific brand, make, or manufacturer's name may also be specified by its applicable model or catalog number of other product designation.

- 9.02 It is understood that no alternate supplier or manufacturer shall be approved prior to the bid date.
- 9.03 After the receipt of Bids, the Contract, if awarded, will be on the basis of materials and products described in the Drawings or specified in the Specifications without consideration of possible substitute of "or equal" items except as specified. Whenever it is indicated in the Drawings or specified in the specifications that a substitute or "or equal" item of material or product may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement". The submittal data shall include a comparison of cost of the specified product and the proposed substitution along with product specifications. When the cost comparison shows a reduction in cost of the equipment, the submittal shall also include a request by the Contractor for a change order to reduce the contract bid price offering the Owner an appropriate credit should the substitution be accepted.
- 9.04 The intent of the specifications is, to the greatest extent, to list materials and products of predominant origin within the United States. The Contractor is encouraged, but not required, to acquire materials and products of predominant origin within the United States.

10. SUBCONTRACTORS

- 10.01 The total amount of subcontract work shall not exceed forty-nine percent (49%) of the Work unless the Owner or Engineer waives this requirement and notifies Bidders of such decision at any point prior to Bid Opening.
- 10.02 If requested by the Owner or Engineer, the apparent Successful Bidder, and any other Bidder so requested, shall, within twenty-four (24) hours after the date of the request, submit to Owner an experience statement with pertinent information as to Owner an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization as set forth in Article 14.
- 10.03 If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, supplier, other person or organization, either may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Contract Price or Contract Time. If the apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest responsible and responsive Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. Any subcontractor, supplier, other person, or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the "effective date of the Agreement".

- 10.04 No Contractor shall be required to employ any Subcontractor, Supplier, other person, or organization against whom he has reasonable objection.
- 10.05 The Owner is an equal opportunity employer. The Contractor is therefore encouraged to utilize minority participation in this contract to the extent possible through the use of small, disadvantaged and women-owned businesses as suppliers or subcontractors.
- 10.06 The Contractor shall take the following affirmative steps to assure that minority businesses and labor surplus area firms are used when possible. Documentation shall be provided to the Owner by the selected Contractor documenting that each item was followed, or sufficient proof shall be submitted documenting that the item was not applicable.
- a. Contractor shall place qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Contractor shall assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources
 - c. Contractor shall divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises
 - d. Contractor shall establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
 - e. Contractor shall use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the minority Business Development Agency of the Department of Commerce.

11. BID FORM (PROPOSAL FORM)

- 11.01 The Bid Form is included with the Bidding Documents.
- 11.02 Bid Form shall be completed in ink or by typewriter (alternate bid forms are not allowed). All appropriate blanks on the Bid Form must be completed and the bid is to be signed by a representative of the company.
- 11.03 Bids by corporations must be executed in the corporate name by a corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- 11.04 Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature.
- 11.05 All names must be typed or printed below the signature.
- 11.06 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

- 11.07 The address, email address and telephone number for communications regarding the Bid must be shown.

12. SUBMISSION OF BIDS

- 12.01 Bids shall be submitted in duplicate to the OWNER on the date, at the time and at the place as set forth in the published "Advertisement for Bids" and shall be submitted as required in Article 4 of this section.

13. MODIFICATION AND WITHDRAWAL OF BIDS

- 13.01 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so; and, in case signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modifications. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid Date and Time. After expiration of the period for receiving Bids, no Bid may be withdrawn or modified.
- 13.02 If, within forty-eight (48) hours of the Bid opening, exclusive of Saturdays, Sundays, and legal holidays, any Bidder files a duly signed, and sworn written notice with Owner to the satisfaction of Owner that there was a patently obvious mechanical, clerical, or mathematical error in its Bid, that Bidder may withdraw its Bid. Thereafter, the Bidder will be disqualified from future bidding on the Contract.

14. OPENING OF BIDS

- 14.01 Bids opening will be opened and read aloud immediately following the submittal deadline. Engineer will tabulate and provide each CONTRACTOR with a copy of each individual Bid Form on request with the OWNER's permission.

15. AWARD OF CONTRACT

- 15.01 The Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price or changes in the Work with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to the Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner reserves the right to reject any and all bids if he feels the bid prices are over the contract budget. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 15.02 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit

prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.

- 15.03 Owner will also consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work whose identity must be submitted. The Owner reserves right to reject any subcontractor.
- 15.04 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 15.05 If the contract is to be awarded, it will be awarded to the lowest and best responsible, responsive, acceptable Bidder. Bids will be awarded on Total Base Bid Price plus any combination of add alternates, whatever is to the advantage of the Owner and the Bidder's ability to perform the work or specified within the completion dates stated above. Determination of the low bidder shall be on the basis of the sum of the base bid and any alternates accepted. However, the Owner shall reserve the right to accept alternates in any order which does not affect determination of the low bidder.
- 15.06 If this contract should involve financial assistance with funds from other agencies, the Owner shall defer to the regulations of that agency concerning the determination of the Bidder to be awarded this contract.
- 15.07 The Owner may have additional forms or agreements that will have to be executed.

16. QUALIFICATIONS SUBMITTALS

- 16.01 It is the intention of the Owner to award this contract to a Bidder competent to perform and complete the Work in a satisfactory manner and who proposed to employ subcontractors, if any, competent to perform their portion of the Work in a satisfactory manner. Accordingly, the Bidder shall fully complete and submit said information when requested by the Owner.
- 16.02 The Owner shall consider the Bidder qualifications, subcontractors, and suppliers in evaluating the Bidder's bid and shall have the right to reject any Bidder because of information submitted, not submitted, or fraudulently submitted.
- 16.03 Should the Owner request additional information about the Bidder and proposed subcontractors, Bidder shall submit within twenty-four (24) hours of Owner's request the specific additional information requested by the Owner to define in greater detail the Bidder's bid proposal for Owner's evaluation. Such information shall have the same legal significance as if submitted with the original bid and, if the bid is accepted, shall become legally binding on the Successful Bidder.

17. TAXES

- 17.01 The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

18. SECURITY FOR FAITHFUL PERFORMANCE

CONTRACTOR shall deliver simultaneously with his Executed Agreement, Performance Bond and a Payment Bond each in the sum of one hundred percent (100%) of the Contract Amount as security for faithful performance of his Contract and for payment of all persons performing labor on the project under his Contract and furnishing materials in connection with his Contract as specified in the Contract Documents. The surety on such Bonds shall meet and comply with the following minimum standards:

- a. Surety must be currently licensed to do business in the State of Mississippi.
- b. Surety bond shall be written by a surety or insurance company currently on the U. S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Mississippi registered insurance company.
- c. No surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U. S. Department of the Treasury Financial Management Service list.
- d. Surety shall have been in business and have a record of successful continuous operations in Mississippi for at least five (5) years.
- e. Attorneys-in-fact who sign performance/payment bonds must file with such bond a certified copy of their power of attorney to sign such bond.
- f. Agents of surety companies must list their name, address, and telephone number on all bonds.
- g. Bonds shall be countersigned by a person who is contracted with the surety company as an agent, and who is licensed as an insurance agent in Mississippi and who resides in Mississippi.
- h. The life of bonds shall extend twelve (12) months beyond the date of final payment and shall contain a waiver of alteration to the terms of the Contract, extensions of time and/or forbearance on the part of the Owner.

19. REQUIRED DISCLOSURE

- 19.01 With its Bid submission, Bidder shall disclose all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in Mississippi or any other state or the United States against (i) Bidder, (ii) any business entity related to or affiliated with Bidder, or (iii) any present or former executive employee, officer, director, stockholder, partner, or owner of Bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty percent (20%)

or less of the outstanding shares of the Bidder whose stock is publicly owned and traded.

- 19.02 At its sole discretion the Owner may reject any Bidder the Owner finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners, or owners are found by the Owner to lack, honesty, integrity, or moral responsibility. The discretion of the Owner may be exercised based on the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Owner may reject the Bid based upon the exercise of its sole discretion, and Bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

--END OF SECTION 00200--

Addendum No. 1

SECTION 00400 PROPOSAL FORM

UT NEELY CREEK DITCH FLOOD IMPACTS Project No. WE 21255-5.06

Proposal from Hemphill Construction Company, Inc. (hereinafter called "BIDDER") located at 1858 Hwy. 49 South Florence, MS 39073 (address) organized and existing under the laws of the State of Mississippi doing business as a corporation (insert "a Corporation", "a Partnership", "a Limited Liability Company", or "an individual" as applicable).

To: Rankin County Board of Supervisors
211 E. Government Street
Brandon, Mississippi 39042

1. The following proposal is made on behalf of the undersigned bidder and no others. Evidence of our authority to submit the Proposal is hereby furnished. The Proposal is made without collusion on the part of any person, firm, or corporation.
2. We, the undersigned bidder certify that we have carefully examined the Specifications, Special Provisions, and other proposed Contract Documents and any and all addenda thereto.
3. The BIDDER understands that the OWNER reserves the right to reject any or all Proposals, waive informalities in the Proposal process and investigate the BIDDER's ability to carry out the work.
4. The BIDDER agrees that this BID shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving BIDS.
5. We further certify that we have visited and carefully examined the site of the proposed work and have inspected the location and condition of all public utilities and existing structures or other facilities on site or adjacent thereto which may be affected by the proposed construction, and fully understand all conditions relative to construction difficulties, hazards, labor, transportation, and all other factors affecting the prosecution of the work covered by this proposal.
6. We understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decrease quantities of work at the unit prices bid. Additionally, we understand that certain bid items shown in the proposal may be taken out of the project scope by Engineer or Owner at any time prior to installation and, in such case, the BIDDER understands that the sub-total for such items shall be subtracted from the total bid, contract price.
7. All unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, taxes, etc. to the cover the finished work of the several kinds called for.
8. In accordance with the requirements of the Plans, Specifications, and Contract Documents, the CONTRACTOR proposes to furnish all necessary materials, equipment, labor, tools, and other means of construction and will do the work called for in and by the Contract

Addendum No. 1

Documents within the specified contract time for the following unit prices.

PROPOSAL FORM					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	ITEM TOTAL
1	MOBILIZATION	1	LS	\$ 180,000. ⁰⁰	\$ 180,000. ⁰⁰
2	MAINTENANCE OF TRAFFIC	1	LS	\$ 50,000. ⁰⁰	\$ 50,000. ⁰⁰
EROSION CONTROL					
3	TEMP. EROSION CONTROL INSTALLATION AND MAINTENANCE	1	LS	\$ 20,000. ⁰⁰	\$ 20,000. ⁰⁰
4	LOOSE RIP-RAP, 300 LB	50	TON	\$ 100. ⁰⁰	\$ 5,000. ⁰⁰
5	GEOTEXTILE UNDER RIPRAP, TYPE V	100	SY	\$ 5. ⁰⁰	\$ 500. ⁰⁰
6	GEOTEXTILE UNDER CRUSHED STONE, TYPE V	2,796	SY	\$ 3. ⁵⁰	\$ 9,786. ⁰⁰
TEMPORARY STREAM CROSSING/ DEWATERING					
7	TEMPORARY STREAM DIVERSIONS AND DEWATERING	1	LS	\$ 100,000. ⁰⁰	\$ 100,000. ⁰⁰
REMOVAL ITEMS					
8	REMOVAL AND/OR REMOVAL AND RESETTING OF EXISTING RIPRAP, ALL SIZES	1,200	SY	\$ 25. ⁰⁰	\$ 30,000. ⁰⁰
9	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	1,512	SY	\$ 9. ⁵⁰	\$ 14,364. ⁰⁰
10	REMOVAL OF CONCRETE, ALL DEPTHS	1,015	SY	\$ 50. ⁰⁰	\$ 50,750. ⁰⁰
11	REMOVAL OF 48" CORRUGATED METAL PIPES	964	LF	\$ 30. ⁰⁰	\$ 28,920. ⁰⁰
12	REMOVAL OF 58"x36" CORRUGATED METAL PIPES	304	LF	\$ 36. ⁰⁰	\$ 10,944. ⁰⁰
13	REMOVAL OF HEADWALLS, ALL SIZES, ALL TYPES	6	EA	\$ 2,500. ⁰⁰	\$ 15,000. ⁰⁰
14	REMOVAL OF CURB, ALL TYPES	462	LF	\$ 9. ⁵⁰	\$ 4,389. ⁰⁰
15	REMOVAL OF METAL RAILING & GATES	8	EA	\$ 800. ⁰⁰	\$ 6,400. ⁰⁰
16	REMOVAL OF EXISTING FENCE	80	LF	\$ 9. ⁵⁰	\$ 760. ⁰⁰
EARTHWORK & STONE				UNIT PRICE	ITEM TOTAL
17	BORROW EXCAVATION, FM, AH (CLASS B9-10 OR EQUIV.)	1,700	CY	\$ 30. ⁰⁰	\$ 51,000. ⁰⁰
18	UNCLASSIFIED EXCAVATION, FM	500	CY	\$ 10. ⁰⁰	\$ 5,000. ⁰⁰

Addendum No. 1

1	19	EXCESS EXCAVATION, FM	4,213	CY	\$ 23.00	\$ 96,899.00
1	20	SIZE ¾" AND DOWN CRUSHED LIMESTONE (AASHTO A-1A EQUIV.)	3920	TON	\$ 80.00	\$ 313,600.00
1	21	LIMESTONE, #57	520	TON	\$ 90.00	\$ 46,800.00
	22	DITCH GRADING AND SHAPING	400	SY	\$ 27.00	\$ 10,800.00
BRIDGE ITEMS						
	23	PRECAST ARCH BRIDGE (BRIDGES #1- #4)	168	LF	\$ 7,535.00	\$ 1,265,880.00
	24	PRECAST ARCH BRIDGE (BRIDGES #5-#6)	60	LF	\$ 9,075.00	\$ 544,500.00
	25	PRECAST ARCH BRIDGE WINGWALLS INCLUDING ANCHORS	24	EA	\$ 7,500.00	\$ 180,000.00
	26	PRECAST ARCH BRIDGE HEADWALLS	12	EA	\$ 8,000.00	\$ 96,000.00
	27	CLASS "AA" CONCRETE (4,000 PSI MIN. FOR FOUNDATIONS)	464	CY	\$ 450.00	\$ 208,800.00
	28	REINFORCEMENT	23,177	LBS	\$ 2.00	\$ 46,354.00
CURB & PAVED FLUMES						
	29	TYPE "1" CONCRETE FLUME	87	SY	\$ 155.00	\$ 13,485.00
	30	TYPE "2" CONCRETE FLUME	5	SY	\$ 350.00	\$ 1,750.00
	31	CONCRETE HEADER CURB	198	EA	\$ 65.00	\$ 12,870.00
ASPHALT ITEMS						
	32	ASPHALT FOR PRIME COAT	330	GAL	\$ 5.00	\$ 1,650.00
	33	12.5-MM, MT, ASPHALT PAVEMENT, 2" THICKNESS	253	TON	\$ 155.00	\$ 39,215.00
	34	19-MM, MT, ASPHALT PAVEMENT 2 @ 3" THICKNESS	760	TON	\$ 145.00	\$ 110,200.00
MISCELLANEOUS						
	35	WHITE PLASTIC FENCE (MATCH EXISTING)	90	LF	\$ 40.00	\$ 3,600.00
	36	METAL SWING ARM GATE (MATCH EXISTING STYLE)	6	EA	\$ 3,500.00	\$ 21,000.00
	37	SOLID SODDING	4,000	SF	\$ 1.75	\$ 7,000.00
	38	PERMANENT SEEDING, SODDING AND MULCHING	1	AC	\$ 3,000.00	\$ 3,000.00
	39	RELOCATE BUSINESS SIGN	2	EA	\$ 5,000.00	\$ 10,000.00
TOTAL BID						\$ 3,616,216.00

Attachment: Vardoc Executed Contract Documents & Specifications for UT Neely Creek Ditch Flood Impacts (19067 : Various Documents)

Addendum No. 1

1

ADD ALTERNATE #1					
1-1	REMOVAL AND/OR REMOVE AND RESET EXISTING RIPRAP, ALL SIZES	2,600	SY	\$ 23.50	\$61,100.00
1-2	CHANNEL EXCAVATION, FM	6,283	CY	\$ 23.00	\$144,509.00
1-3	DITCH GRADING AND SHAPING	7,500	SY	\$ 2.60	\$19,500.00
1-4	GEOTEXTILE UNDER RIPRAP, TYPE V	7,500	SY	\$ 3.50	\$26,250.00
1-5	LOOSE RIPRAP, SIZE 300 LB	4,344	TON	\$ 96.50	\$419,196.00
TOTAL ADD ALTERNATE #1					\$67,555.00
TOTAL BASE BID + ADD ALTERNATE #1					\$4,286,771.00

TOTAL BASE BID: THREE MILLION SIX HUNDRED SIXTEEN THOUSAND
TWO HUNDRED SIXTEEN DOLLARS & NO CENTS
 (IN WORDS)

TOTAL BASE BID + ADD ALTERNATE #1: FOUR MILLION TWO HUNDRED EIGHTY-SIX
THOUSAND SEVEN HUNDRED SEVENTY-ONE DOLLARS & NO CENTS
 (IN WORDS)

(NOTE: Final amount is to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

Addendum No. 1

Upon written receipt of written notice of acceptance of this BID, the BIDDER will execute the formal Contract (attached) within ten days and deliver the Surety Bonds and Certificates of Insurance as required by the **General Conditions**.

BIDDER hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the Project within **TWO HUNDRED FORTY (240)** consecutive calendar days thereafter as stipulated in the Contract Documents. Prospective CONTRACTOR further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500.00) for each consecutive calendar day thereafter as hereinafter provided in **Article 17 of the General Conditions**.

The BID SECURITY attached in the sum of Five percent of amount bid DOLLARS (\$5% of amount bid) is to become the property of **RANKIN COUNTY BOARD OF SUPERVISORS** in the event the Contract and Contract Bonds are not executed within the time set forth as liquidated damages for the delay and additional expense to **RANKIN COUNTY BOARD OF SUPERVISORS**.

BIDDER acknowledges receipt of the Pre-Bid Minutes (Leave blank if no Pre-Bid Meeting):
4/12/23 Date

BIDDER acknowledges receipt of the following Addenda:

Addenda # 1 Date April 17, 2023 Addenda # 2 Date April 25, 2023
 Addenda # 3 Date April 25, 2023 Addenda # Date

The following documents are attached to and made a condition of this Bid:

- (a) Bid Bond (Section 00420)
- (b) Non-collusion Affidavit (Section 00480).
- (c) Authority to Submit Bids and Execute Contract (Section 00485).

Communications with the Bidder concerning this Bid shall be addressed to:

Timothy G. Temple, Vice President
Hemphill Construction Company, Inc.
P. O. Drawer 879
Florence, MS 39073

The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Addendum No. 1

Respectfully submitted,



Authorized Representative of Bidder

BY: Hemphill Construction Company, Inc.
Company Name
1858 Hwy. 49 South
Street Address
Florence, MS 39073
City State Zip

Seal – if Bid is by a Corporation

Certificate of Responsibility 02449-MC

The following must be completed to indicate whether the bidder is an Individual, a Partnership, a Limited Liability Company, a Corporation or a joint venture.

Bidder is:

An Individual

By: N/A
Individual's Signature

Print Name

Doing business as: _____

Street Address

City State Zip

A Partnership

By: N/A
Firm Name

Authorized Representative's Signature

Printed Name and Title

Street Address

City State Zip

Telephone Number

Addendum No. 1

A Limited Liability Company (LLC)

By: N/A
Limited Liability Company Name

State of Formation _____

By: _____
Authorized Representative's Signature

Printed Name and Title

Street Address _____

City	State	Zip
------	-------	-----

Telephone Number _____

A Corporation

By: Hemphill Construction Company, Inc.
Corporation Name

Mississippi

State of Incorporation

By: Kelvin MK
Authorized Representative's Signature

Richard A. Rula, President
Printed Name and Title

Attest: Mary Beth Tharman
Secretary's Signature

Mary Beth Harrison, Secretary
Printed Name

1858 Hwy. 49 South
Street Address

Florence, MS 39073		
City	State	Zip

601-932-2060 ext. 112
Telephone Number

Addendum No. 1

A Joint Venture

By: N/A
Member's Printed Name and Signature

Member's Signature

Street Address

City *State* *Zip*

Telephone Number

By: _____
Member's Printed Name and Signature

Member's Signature

Street Address

City *State* *Zip*

Telephone Number

(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.)

--END OF SECTION 00400--

Addendum No. 1

SECTION 00420 BID BOND

ALL MEN BY THESE PRESENTS, that we, undersigned, _____

Hemphill Construction Company, Inc. as Principal, and

Federal Insurance Company as Surety, are hereby

held

and firmly bound unto **RANKIN COUNTY BOARD OF SUPERVISORS** as OWNER, in the
penal sum of:

Five Percent of Bid Amount

Dollars, (\$ 5% of Bid Amount) for the payment of which, well and truly be made, we
hereby jointly and severally bind ourselves, successors and assigns.

Signed, this the 28 day of April, 2023.

The CONDITION of the obligation is such that whereas the Principal has submitted to the OWNER
as certain proposal, attached hereto and hereby made part of hereof to enter into a contract in
writing, for the construction of:

UT NEELY CREEK DITCH FLOOD IMPACTS Project No. WE-21255-5.06

NOW THEREFORE,

- (a) If said proposal shall be rejected or,
- (b) If said proposal shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish a BOND for his faithful performance of said contract, and for payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received,

Addendum No. 1

hereby stipulates, and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Proposal, and said Surety does hereby waive notice of any such extension.

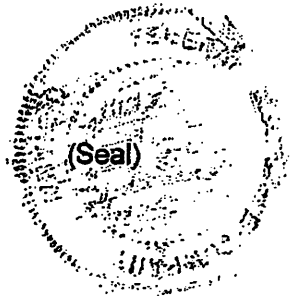
IN WITNESS WHEREOF, said principal and surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their property officers, the day and year first set forth above.



Hemphill Construction Company, Inc.
(Principal)

P. O. Drawer 879
(Address)

Florence, MS 39073-0879
By: Richard A. Rula
Richard A. Rula, President



Federal Insurance Company
(Surety)

P. O. Box 1650
(Address)

Whitehouse Station, NJ 08889-1650
By: Mary Anne Goodin
Mary Anne Goodin, Attorney in Fact

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

--END OF SECTION 00420--

CHUBB**Power of Attorney****Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston** of Vicksburg, Mississippi—

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **April 28, 2023**

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

HEMPHILL CONSTRUCTION COMPANY, INC.
1858 US 49
FLORENCE, MS 39073

is duly registered and entitled to perform

- 1) BUILDING CONSTRUCTION 2) ELECTRICAL WORK
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 8 day of Apr., 2023

CERTIFICATE OF RESPONSIBILITY

No. 02449-MC

Expires Apr. 8, 2024

Joel A. Canell

CHAIRMAN OF THE BOARD

SECTION 00480 NON-COLLUSION AFFIDAVIT

State of Mississippi,

County of Rankin,

Richard A. Rula, being first duly sworn, deposes and says that:
(TYPED NAME)

- (1) He is (owner, partner, officer, representative, agent) of Hemphill Construction Company, Inc., the Contractor that has submitted the attached Proposal;
- (2) He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Contractor, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Contractor, firm or person to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Contractor, or to secure through any collusion, conspiracy, conveyance or unlawful agreement any advantage against RANKIN COUNTY BOARD OF SUPERVISORS or any person in the Proposed Contract; and
- (5) The price or prices granted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, conveyance or unlawful agreement on the part of the Contractor or any of its agent, representatives, owner, employers, or parties in interest, including this affiant.

(Signed) 
Richard A. Rula

Title President

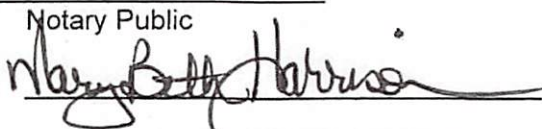
Sworn before me this 28th day of April, 2023.

Seal)

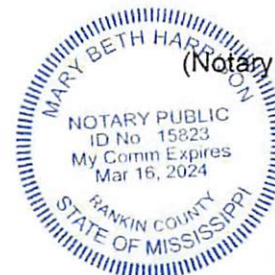
My Commission expires March 16, 2024.

Notary Public

Signature of Notary Officer:



--END OF SECTION 00480--



SECTION 00485
AUTHORITY TO SUBMIT PROPOSAL AND EXECUTE CONTRACTS

If the Contractor is a Corporation or a joint venture of corporations, attach to this page a certified copy of corporate resolutions of the Board of Directors of the Corporation(s) authorizing an officer of the Corporation(s) to submit proposals and execute the Agreement contained within this document on behalf of the Corporation(s).

RESOLUTION

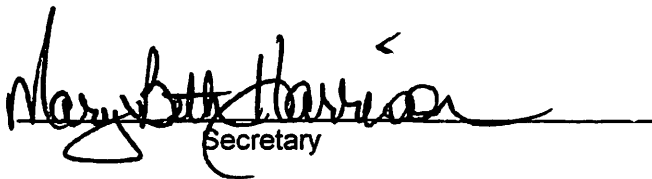
A meeting of the Board of Directors of Hemphill Construction Company, Inc., a corporation organized under the laws of the State of Mississippi and domiciled Rankin County, MS, was held this 28th day of April, 2023 and was attended by a quorum of the members of the Board of Directors.

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

BE IT RESOLVED, that Richard A. Rula is hereby authorized to submit bid proposals and execute 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.

I, Mary Beth Harrison, hereby certify that I am the Secretary of Hemphill Construction Company, Inc., a corporation created under the laws of the State of Mississippi and domiciled in Rankin County; 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 28th day of April, 2023, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession. This 28th day of April, 2023.


 Secretary

If the Contractor is a limited liability company or a joint venture of limited liability companies, attach to this page a certified copy of resolution(s) of the Members and/or Managers, as appropriate, of the limited liability company(ies) authorizing an officer of the limited liability company(ies) to submit proposals and execute the Agreement contained within this document on behalf of the limited liability company(ies).

RESOLUTION

A meeting of the Member(s)/Manager(s) of N/A, a limited liability company organized under the laws of the State of Mississippi and domiciled at _____, was held this _____ day of _____, 20____ and was attended by a quorum of the Members/Managers.

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

BE IT RESOLVED, that _____ is hereby authorized to submit bid proposals and execute agreements on behalf of this limited liability company.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by a future resolution of the Member(s)/Manager(s).

I, _____, hereby certify that I am the Secretary of _____, a limited liability company created under the laws of the State of Mississippi and domiciled at _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Manager(s)/Member(s) of said limited liability company at a meeting legally called and held on the _____ day of _____, _____, as said resolution appears of record in the Official Minutes of the limited liability company in my possession. This ____ day of _____, 20____.

Secretary

--END OF SECTION 00485--

1858 HWY 49S
P.O. Drawer 879
Florence, MS 39073-0879



Phone: 601-932-2060
Fax: 601-932-2550
www.hemphillconstruction.com

Municipal & Public Works Construction

Heavy & Highway Construction

RESOLUTION

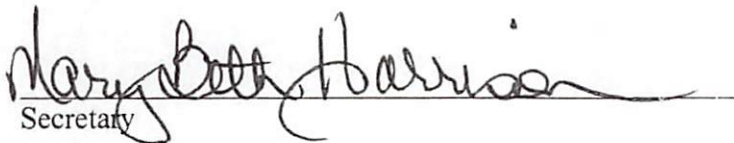
A meeting of the Board of Directors of Hemphill Construction Company, Inc. a corporation organized under the laws of the State of Mississippi and domiciled Rankin County was held this 28th day of April, 2023 and was attended by a quorum of the members of the Board of Directors.

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

BE IT RESOLVED, that Richard A. Rula is hereby authorized to submit bid proposals and execute agreements on behalf of this corporation with the Rankin County Board of Supervisors.

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 Rankin County Board of Supervisors has been furnished a copy of said resolution, duly certified.

I, Mary Beth Harrison, hereby certify that I am the Secretary of Hemphill Construction Company, Inc. a corporation created under the laws of the State of Mississippi domiciled in Rankin; that the foregoing is a true and exact copy of a resolution adopted by a quorum legally called and held on the 28th day of April, 2023 as said resolution appears of record in the Official Minutes of the Board of Directors in my possession. This 28th day of April, 2023.


Secretary

The difficult we do immediately, the impossible takes a little longer!

1858 HWY 49S
P.O. Drawer 879
Florence, MS 39073-0879



Phone: 601-932-2060
Fax: 601-932-2550
www.hemphillconstruction.com

Municipal & Public Works Construction

Heavy & Highway Construction

REQUIRED DISCLOSURE

April 28, 2023

Rankin County Board of Supervisors
211 E. Government Street
Brandon, MS 39042

RE: UT NEELY CREEK DITCH FLOOD IMPACTS
Project No. WE 21255-5.06

Gentlemen:

Hemphill Construction Company, Inc., Richard A. Rula, President has no felony convictions or any pending felony charges in the last three (3) years in Mississippi or any other state of the United States or any business entity related to or affiliated with Bidder, or any present or former executive employee, officer, director, stockholder, partner, or owner of Bidder or of any such related or affiliated entity.

HEMPHILL CONSTRUCTION COMPANY, INC.

A handwritten signature in blue ink, appearing to read "Richard A. Rula".

Richard A. Rula, P.E.
President

RAR/bh

The difficult we do immediately, the impossible takes a little longer!

SECTION 00500 AGREEMENT

THIS AGREEMENT is dated as of the 23RD day of MAY in the year 2023 by and between

Rankin County Board of Supervisors, hereinafter called the **Owner**, and **Hemphill Construction Company, Inc.**, hereinafter called the **Contractor**. Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. The CONTRACTOR will commence and complete the construction of **UT NEELY CREEK DITCH FLOOD IMPACTS**, said project being more completely described in the CONTRACT DOCUMENTS and on the Construction Plans.

2. The Project has been designed by Benchmark Engineering & Surveying, LLC who is hereinafter called Engineer and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the CONTRACT DOCUMENTS in connection with completion of the Work in accordance with the Contract Documents.

3. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

4. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ten calendar days after the date of the NOTICE TO PROCEED and will complete the same within **TWO HUNDRED FORTY (240)** consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay, as liquidated damages the sum of **Five Hundred Dollars (\$500.00)** for each consecutive calendar day thereafter as hereinafter provided in the Contract Documents.

5. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS, including the **Base Bid and Add Alternate #1**, and comply with the terms therein for the sum of **Four Million Two Hundred Eighty-Six Thousand Seven Hundred Seventy-One Dollars and No Cents (\$4,286,771.00)** or as shown on the proposal form.

6. The OWNER shall pay the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. The term "CONTRACT DOCUMENTS" means and includes (1) Instructions To Bidders, (2) Contractor's Proposal, (3) Bid Bond, (4) This Agreement, (5) Payment Bonds, (6) Performance Bond, (7) General Conditions, (8) Technical Specifications, (9) Contract Drawings, (10) Notice of Award, (11) Notice To Proceed, (12) Addenda [if any], and (13) all subsequent Change Orders, Supplemental Agreements or modifications to this Agreement.

8. This Agreement shall be binding upon all parties hereto their respective heirs, executors, administrators, successors and assigns.

9. Retainage for this project shall be **5%** of the Contract Amount and said percentage shall be removed from each pay request when submitted for payment. Retainage percentage

will be carried through the length of the project unless otherwise directed by the OWNER.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement. All portions of the CONTRACT DOCUMENTS have been signed or identified by OWNER and CONTRACTOR or by Engineer on their behalf.

This Agreement will be effective on the 23RD DAY OF MAY, 2023.

Owner: Rankin County Board of Supervisors

Contractor: Hemphill Construction Co., Inc.

By: STEVE GAINES
(Print Name)

By: Richard A. Rula
(Print Name)

Title: BOARD PRESIDENT

Title: President

Signature: [Signature]

Signature: [Signature]

Attest: Lindsey Love Welch

Attest: Mary Beth Harrison
Mary Beth Harrison, Secretary

(SEAL)

(SEAL)



--END OF SECTION 00500--



HEMPCON365

5.5.A.b

DJACOBS

DATE (MM/DD/YYYY)

5/3/2023

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: Denise Jacobs, CAWC PHONE (A/C, No, Ext): (601) 960-7445 FAX (A/C, No): (601) 208-8465 E-MAIL ADDRESS: DJacobs@fbbins.com
INSURED Hemphill Construction Company, Inc. Drawer 879 Florence, MS 39073	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company 16535 INSURER B: Travelers Property Casualty Company of America 25674 INSURER C: Aspen American Insurance Co. 43460 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L 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:	☒	☒	GLO015151405	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	☒	☒	BAP015151505	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	☒	☒	CUP8S59631223NF	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	WC015151305	2/1/2023	2/1/2024	☒ 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
C	Excess			CX00FD223	2/1/2023	2/1/2024	\$ 15,000,000

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

Re: H23057, UT Neely Creek Ditch Flood Impacts

Owner & Benchmark Engineering & Surveying, LLC are included as additional insured when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Rankin County Board of Supervisors
211 E. Government St.
Brandon, MS 39042

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: HEMPCON365

5.5.A.b

DJACOBS

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Fisher Brown Bottrell Insurance, Inc.		NAMED INSURED Hemphill Construction Company, Inc. Drawer 879 Florence, MS 39073	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Certificate Wording

The general liability, automobile liability & Umbrella Liability policies contain blanket additional insured wording on a primary/non-contributory basis when required by written contract. General liability includes ongoing and completed operations for Additional Insureds when required by written contract. General Liability, Automobile Liability, Workers Compensation & Umbrella Liability policies contain blanket waiver of subrogation wording when required by written contract. Blanket 30 day notice of cancellation to certificate holders in regards to General Liability, Auto Liability and Workers Compensation when required by written contract. Richard Rula and Stephen Rula are excluded from Workers Compensation Coverage. All coverage is subject to policy terms, conditions and exclusions.

**SECTION 00510
PAYMENT BOND**

Bond # K41622489

KNOW ALL MEN BY THESE PRESENTS: that

Hemphill Construction Company, Inc.

(NAME OF CONTRACTOR)

1858 Hwy. 49 South, Florence, MS 39073

(ADDRESS OF CONTRACTOR)

a _____ Corporation, hereinafter called CONTRACTOR and
(CORPORATION, PARTNERSHIP, OR INDIVIDUAL)

Federal Insurance Company

(NAME OF SURETY)

P O Box 1650 Whitehouse Station NJ 08889-1650

(ADDRESS OF SURETY)

hereinafter called Surety are held and firmly bound unto _____

Rankin County Board of Supervisors

(NAME OF OWNER)

211 E. Government Street, Brandon, MS 39042

(ADDRESS OF OWNER)

hereinafter called OWNER, in the penal sum of: **Four Million Two Hundred Eighty-Six Thousand Seven Hundred Seventy-One Dollars and No Cents (\$4,286,771.00).**

In lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 23RD day of MAY, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

UT NEELY CREEK DITCH FLOOD IMPACTS

NOW, THEREFORE, if said CONTRACTOR shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension of modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates and agrees that no change, extension of time, alterations, or addition to the terms of that Contract, or the WORK to be performed thereunder, or the SPECIFICATIONS accompanying the same, shall in otherwise affect its obligation on the BOND, and it does hereby waive notice of any change, extension of time, alterations, or addition to the terms of the contract, or to the WORK, or to the specifications.

PROVIDED FURTHER, that if the CONTRACTOR, or his, their, or its subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provider of any other supplies or materials used or consumed or for any materials or supplies furnished for use by such contractors of his, their, or its subcontractors in performance of the WORK to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest and attorney's fees as provided by law.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, said principal and surety have hereunto set their hands and seals at Florence, MS this 23RD day of MAY, 2023.

CONTRACTOR:

Hemphill Construction Company, Inc.

BY

Richard A. Rula

Richard A. Rula, President

(TYPED NAME AND TITLE)

P O Drawer 879

(ADDRESS)

Florence MS 39073-0879

ATTEST:

Mary Beth Harrison

Mary Beth Harrison

(WITNESS AS TO CONTRACTOR)

P O Drawer 879

(ADDRESS)

Florence MS 39073-0879

SURETY:

Federal Insurance Company

BY

Mary Anne Goodin

Mary Anne Goodin, Attorney in Fact

(TYPED NAME AND TITLE)

P O Box 1650

(ADDRESS)

Whitehouse Station NJ 08889-1650

ATTEST:

Susan G. Johnston

Susan G. Johnston

(WITNESS AS TO CONTRACTOR)

2640 South Frontage Road

(ADDRESS)

Vicksburg MS 39180

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

--END OF SECTION 00510--

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston** of Vicksburg, Mississippi-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316665
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com

SECTION 00520
PERFORMANCE BOND Bond # K41622489

KNOW ALL MEN BY THESE PRESENTS: that

Hemphill Construction Company, Inc.
(NAME OF CONTRACTOR)

1858 Hwy. 49 South, Florence, MS 39073
(ADDRESS OF CONTRACTOR)

a _____ Corporation, hereinafter called CONTRACTOR and
(CORPORATION, PARTNERSHIP, OR INDIVIDUAL)

Federal Insurance Company
(NAME OF SURETY)

P O Box 1650 Whitehouse Station NJ 08889-1650
(ADDRESS OF SURETY)

hereinafter called SURETY are held and firmly bound unto _____

Rankin County Board of Supervisors
(NAME OF OWNER)

211 E. Government Street, Brandon, MS 39042
(ADDRESS OF OWNER)

hereinafter called OWNER, in the penal sum of: **Four Million Two Hundred Eighty-Six Thousand Seven Hundred Seventy-One Dollars and No Cents (\$4,286,771.00).**

In lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR entered into a certain contract with the OWNER, dated the 23RD day of MAY, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

UT NEELY CREEK DITCH FLOOD IMPACTS

NOW, THEREFORE, if said CONTRACTOR shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guarantee period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alterations, or addition to the terms of that Contract, or the WORK to be performed thereunder, or the SPECIFICATIONS accompanying the same shall in otherwise affect its obligation on the BOND, and it does hereby waive notice of any change, extension of time, alterations, or addition to the terms of the contract, or to the WORK, or to the specifications.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, said CONTRACTOR and SURETY have hereunto set their hands and seals at Florence, MS this 23RD day of May, 2023.

CONTRACTOR:

Hemphill Construction Company, Inc.

BY 

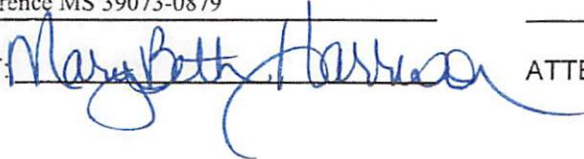
Richard A. Rula, President

(TYPED NAME AND TITLE)

P O Drawer 879

(ADDRESS)

Florence MS 39073-0879

ATTEST: 

Mary Beth Harrison

(WITNESS AS TO CONTRACTOR)

P O Drawer 879

(ADDRESS)

Florence MS 39073-0879

SURETY:

Federal Insurance Company

BY 

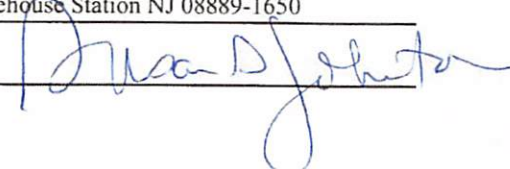
Mary Anne Goodin, Attorney in Fact

(TYPED NAME AND TITLE)

P O Box 1650

(ADDRESS)

Whitehouse Station NJ 08889-1650

ATTEST: 

Susan G. Johnston

(WITNESS AS TO CONTRACTOR)

2640 South Frontage Road

(ADDRESS)

Vicksburg MS 39180

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

Surety companies executing bonds must be named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and be authorized to transact business in the state where the PROJECT is located. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

--END OF SECTION 00520--

CHUBB**Power of Attorney****Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston** of Vicksburg, Mississippi—

each as their true and lawful Attorney-In-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com

**SECTION 00530
CERTIFICATE OF SUFFICIENCY**

I, the undersigned, Steve Gaines the duly
authorized and acting legal representative of the Rankin County Board of Supervisors (OWNER)
do hereby certify as follows:

I have examined the AGREEMENT and SURETY BONDS and the manner of execution thereof,
and I am of the opinion that each of the aforesaid instruments has been duly executed by the proper
parties thereto acting through their duly authorized representatives; that said representatives have
full power and authority to execute said instruments on behalf of the respective parties named
thereon; and that the foregoing instruments constitute valid and legally binding obligations upon the
parties executing the same in accordance with terms, conditions and provisions thereof.


(SIGNATURE)

May 30, 2023
(DATE)

--END OF SECTION 00530--

SECTION 00540 NOTICE OF AWARD

NOTICE OF AWARD

Hemphill Construction Company, Inc.
(COMPANY NAME)

1858 Hwy. 49 South
(COMPANY STREET ADDRESS)

Florence, MS 39073
(COMPANY CITY, STATE, ZIP)

In reference to:

UT NEELY CREEK DITCH FLOOD IMPACTS (PROJECT)

RANKIN COUNTY BOARD OF SUPERVISORS (OWNER)

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated **March 29th, 2023** and **April 5th, 2023**, and the information for BIDDERS.

You are hereby notified that your BID (Base Bid + Add Alternate No. 1) has been accepted for items in the amount of: **\$4,286,771.00.**

You are required by the information for BIDDERS to execute the CONTRACT and furnish the required CONTRACTOR's PERFORMANCE BOND, PAYMENT BOND and CERTIFICATE OF INSURANCE within ten (10) calendar days from the date of this NOTICE to you.

If you fail to execute said CONTRACT and furnish said BONDS, within ten (10) calendar days from the date of this NOTICE, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this the 2nd day of May, 2023.

BENCHMARK ENGINEERING & SURVEYING, LLC

BY: 

TITLE: PROJECT MANAGER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

BY: Hemphill Construction Company, Inc.

This the 10 day of May, 2023.

BY: 
Richard A. Rula, P.E.

TITLE: President

--END OF SECTION 00540--

**SECTION 00550
NOTICE TO PROCEED**

Hemphill Construction Co., Inc.

(COMPANY NAME)

1858 Hwy. 49 South

(COMPANY STREET ADDRESS)

Florence, MS 39073

(COMPANY CITY, STATE, ZIP)

In reference to:

UT NEELY CREEK DITCH FLOOD IMPACTS (PROJECT)

RANKIN COUNTY BOARD OF SUPERVISORS (OWNER)

You are hereby notified to commence WORK in accordance with the CONTRACT dated _____, _____, on or before _____, _____, and you are to complete the WORK within **TWO HUNDRED FORTY (240)** consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, _____.

RANKIN COUNTY BOARD OF SUPERVISORS

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

BY: _____

This the _____ day of _____, _____.

BY: _____

TITLE: _____

--END OF SECTION 00550--

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 23-1-SW-5.6

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality ("MDEQ"), a pass-through entity as defined in 2 CFR 200.1, and Rankin County Board of Supervisors, UEI Number: J1X8TJAWCHZ9 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") which was entered into on the 23rd day of January, 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required.

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

1) Article 20. **COMPLIANCE WITH LAWS** is revised as follows:

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.¹

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.³

2) Attachment D is added to the Agreement as attached.

[SIGNATURE PAGE FOLLOWS]

¹ <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

² <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

³ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

Except as it is modified by the provisions of Agreement Modification No. 1, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY



Chris Wells
Executive Director

6/6/23

Date

RANKIN COUNTY BOARD OF SUPERVISORS



Keith Hicks
Signature of Authorized Representative

Keith Hicks

Keith Hicks
Printed Name

County Administrator

Title

June 5, 2023

Date

ATTACHMENT D**ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS****ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE
CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.



Professional Services Agreement

ChemPro Services agrees to provide the following services to the Rankin County Board of Supervisors:

- Roadside Vegetation Management Consulting
- Herbicide Application and Timing Recommendations
- Mowing Cycle Recommendations
- Spray Truck Specifications and Design
- Herbicide application services, including Roadside Turf and Vertical Brush applications, as well as bare-ground, including RipRap

This is a professional service being offered by ChemPro Services and any commodities used would be incidental and would be a cost of this vendor in providing these services. This agreement is accompanied by a proposal for all services to be rendered at the rate of \$129.00 per acre sprayed for vertical brush. The roads to be sprayed will be determined by the County Road Manager based on need and budget constraints and if acreage is reduced or increased for any reason, as determined and authorized by the Road Manager, prices will be adjusted accordingly. Invoices for the services provided will be presented to Rankin County for payment after the service has been completed. ChemPro agrees to carry General Liability Insurance coverage at all times.

Jamie Rauch
Representative, ChemPro Services, Inc.

6-5-23
Date

J. Bishop
Representative, Rankin County

6-5-2023
Date



Proposal for Services

Date:	Proposal #:
5/10/2023	18018

2953 Bienville Blvd #132
Ocean Springs, MS 39564

228-447-4127
866-485-8655 - fax
sales@chemproservices.com

Terms:

1. Payment Due net 30 unless specified otherwise in proposal
2. ChemPro Services will maintain adequate insurance at all times
3. ChemPro guarantees proper licensure per EPA Label and State Requirements.

Remittance Address: 3311 Gulf Breeze Pkwy #350, Gulf Breeze, FL 32563

Bill To:	Customer Contact	Mike Harrison	Ship To
Rankin County, MS Acct. Payable 211 E. Government St. Suite A Brandon, MS 39042 mharrison@rankincounty.org	Customer Phone	601-813-5231	Rankin County Road Dept 165 Metropolitan Lane Brandon, MS 39042 (601) 824-2424
	Customer E-mail	mharrison@rankincounty.org	
	Sales Rep	MS	

Description	Qty	Rate	Total
2023 Vegetation Management Services			
Vertical Brush			
Chempro will apply a custom blend of herbicides to areas specified by Rankin County to control encroaching brush on shoulders of the road. RD: Price per acre \$129 Approximate Acres: 800	800	129.00	103,200.00
Rip-Rap Applications:			
ChemPro will provide a custom blend of non-selective herbicides to the 2 Rip-Rap ditches in the Millcreek Subdivision and to the 1 Rip-Rap ditch off Tara Rd. in Rankin County per Mike Harrison, Rankin County Road Manager. All areas are to be treated to the top of the Rip-Rap and/or maintained tree line MS: Rip-Rap Application- App 1 (Spring/Summer)	1	4,894.40	4,894.40
MS: Rip-Rap Application- App 2 (Fall)	1	4,894.00	4,894.00

Herbicide Rates and Application are tailored to each site and may require additional applications, depending on site conditions, weather, and herbicide selection. These circumstances are specific to the customer and the services purchased.

Customer Signature

Total

\$112,988.40

Jamie Rauch
Sales Support Specialist

ChemPro Services, Inc.

Attachment: Vardoc Executed Professional Services Agreement with Chempro Services, LLC (19067 : Various Documents)

PETITION TO ADJUST EXEMPTION ON
HOMESTEAD EXEMPTION SUPPLEMENTAL ROLL

YEAR 2022

MARK THE TYPE OF ADJUSTMENT. ONLY ONE TYPE OF ADJUSTMENT PER PAGE. ONLY ONE MUNICIPALITY PER PAGE.

ADDITION ☐ DELETIONS ☒

COUNTY RANKIN SCHOOL DISTRICT PEARL MUNICIPALITY PEARL

NAME	PARCEL NUMBER	# OF ACRES	VALUE OF LAND	VALUE OF BUILDING	REGULAR VALUE ALLOWED	ADDITIONAL VALUE ALLOWED	MUNICIPAL \$ AMOUNT EXEMPT	REASON FOR ADJUSTMENT
HALEY,JACK L	F9C 3 670	LOT	16500	46500	252.00	0	126.00	NOT ELIGIBLE

INSTRUCTIONS

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FOR MSTC USE ONLY

Total Net Effect
of adjustments

(Initial & Packet Pg. 149

COPY

ORDER OF THE BOARD OF SUPERVISORS

STATE OF MISSISSIPPI

COUNTY OF RANKIN

IN THE MATTER OF THE HOMESTEAD EXEMPTION GRANTED TO THE TAXPAYER(S) LISTED ON THE OTHER SIDE OF THIS FORM.

ORDER

This day came on for hearing and consideration by the Board of Supervisors of RANKIN County, Mississippi, petition of

JOHN A SULLIVAN

for adjustment(s) in the homestead exemption(s) previously granted to said taxpayer(s) on the page and line on said 2022 Homestead Exemption Supplemental Roll as shown in said petition.

And is appearing to the Board of Supervisors from the evidence, both oral and documentary, offered in support of said adjustment(s) that the exemption(s) should be adjusted.

IT IS THEREFORE ORDERED by the Board of Supervisors of RANKIN County, Mississippi, that the adjustment(s) on the other side of this form be adopted for the year 2022.

IT IS FURTHER ORDERED, that the Clerk of this Board certify two copies of this order to the State Tax Commission, for its approval or disapproval; and if the foregoing order be approved by the State Tax Commission, the Clerk of this Board is hereby authorized and directed to change the copy of the Homestead Exemption Supplemental 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.

Ordered and adjudged this the

19th day of June, 2023.

signed

John A. Sullivan

CLERK'S CERTIFICATE

I, LARRY SWALES, Clerk of the Board of Supervisors of RANKIN County, Mississippi, do hereby certify that the foregoing is a true and correct transcript of an order of said Board of Supervisors.

Witness my hand and official seal, this the 19th day of June, 2023.

Larry Swales
Clerk of the Board of Supervisors
my: Glenn Hood PC



PETITION TO ADJUST EXEMPTION ON
HOMESTEAD EXEMPTION SUPPLEMENTAL ROLL

YEAR 2022

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ADDITION ☐ DELETIONS ☒

COUNTY RANKIN SCHOOL DISTRICT RANKIN MUNICIPALITY FLOWOOD

NAME	PARCEL NUMBER	# OF ACRES	VALUE OF LAND	VALUE OF BUILDING	REGULAR VALUE ALLOWED	ADDITIONAL VALUE ALLOWED	MUNICIPAL \$ AMOUNT EXEMPT	REASON FOR ADJUSTMENT
AUTRY,ROBERT WILLIAM	G11L 2 440	LOT	30000	142070	0	7500	150.00	NOT ELIGIBLE

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Attachment: Petition to Adjust Exemption on 2022 Homestead (19025 : Petitions to Adjust 2022

COPY

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PETITION TO ADJUST EXEMPTION ON
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YEAR 2022

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COUNTY RANKIN SCHOOL DISTRICT RANKIN MUNICIPALITY COUNTY

NAME	PARCEL NUMBER	# OF ACRES	VALUE OF LAND	VALUE OF BUILDING	REGULAR VALUE ALLOWED	ADDITIONAL VALUE ALLOWED	MUNICIPAL \$ AMOUNT EXEMPT	REASON FOR ADJUSTMENT
SMITH,SIDNEY MARION & SARAH	P9 6	5.20	32380	61760	0	7500	0	DELETED IN ERROR

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PETITION TO ADJUST EXEMPTION ON
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HINTON,CHAD D & CHELSEA	H12E 15 10	LOT	25000	79510	300	0	0	NOT ELIGIBLE

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Clerk of the Board of Supervisors

my: G. Flood Jr



PETITION TO ADJUST EXEMPTION ON
HOMESTEAD EXEMPTION SUPPLEMENTAL ROLL

YEAR 2022

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SIMMONS,NOJANKA R	110 14 350	2.63	49820	233900	0	7500	0	AMENDED AGE

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COPY

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PETITION TO ADJUST EXEMPTION ON
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KULKARNI,KARTIK	G11Q 2 240	LOT	35000	124490	300.00	0	0	NOT ELIGIBLE

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Clerk of the Board of Supervisors

my: J. Flood bc



PETITION TO ADJUST EXEMPTION ON
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YEAR 2022

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ADDITION ☐ DELETIONS ☒

COUNTY RANKIN SCHOOL DISTRICT RANKIN MUNICIPALITY COUNTY

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KELLY,CHARLES M	G11Q 8 4040	LOT	36900	132340	300.00	0	0	NOT ELIGIBLE

INSTRUCTIONS

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Ordered and adjudged this the

19th day of June, 2023.

signed

John A. Sullivan

CLERK'S CERTIFICATE

I, LARRY SWALES, Clerk of the Board of Supervisors of RANKIN County, Mississippi, do hereby certify that the foregoing is a true and correct transcript of an order of said Board of Supervisors.

Witness my hand and official seal, this the 19th day of June, 2023.

Larry Swales
Clerk of the Board of Supervisors
by: [Signature]



Attachment: Petition to Adjust Exemption on 2022 Homestead (19025 : Petitions to Adjust 2022 Homestead Exemption Supplemental Roll)

PETITION TO ADJUST EXEMPTION ON
HOMESTEAD EXEMPTION SUPPLEMENTAL ROLL

YEAR 2022

MARK THE TYPE OF ADJUSTMENT. ONLY ONE TYPE OF ADJUSTMENT PER PAGE. ONLY ONE MUNICIPALITY PER PAGE.

ADDITION ☒ DELETIONS ☐

COUNTY RANKIN SCHOOL DISTRICT RANKIN MUNICIPALITY COUNTY

NAME	PARCEL NUMBER	# OF ACRES	VALUE OF LAND	VALUE OF BUILDING	REGULAR VALUE ALLOWED	ADDITIONAL VALUE ALLOWED	MUNICIPAL \$ AMOUNT EXEMPT	REASON FOR ADJUSTMENT
CLARK, JIMMY TERRY	D4 61 90	LOT	7000	22170	0	2917	0	AMENDED AGE

INSTRUCTIONS

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FOR MSTC USE ONLY

Total Net Effect of adjustments

(Initial & Packet Pg. 163

COPY

ORDER OF THE BOARD OF SUPERVISORS

STATE OF MISSISSIPPI

COUNTY OF RANKIN

IN THE MATTER OF THE HOMESTEAD EXEMPTION GRANTED TO THE TAXPAYER(S) LISTED ON THE OTHER SIDE OF THIS FORM.

ORDER

This day came on for hearing and consideration by the Board of Supervisors of RANKIN County, Mississippi, petition of

JOHN A SULLIVAN

for adjustment(s) in the homestead exemption(s) previously granted to said taxpayer(s) on the page and line on said 2022 Homestead Exemption Supplemental Roll as shown in said petition.

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my Q. Hood bc



PETITION TO ADJUST EXEMPTION ON
HOMESTEAD EXEMPTION SUPPLEMENTAL ROLL

YEAR 2022

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COUNTY RANKIN SCHOOL DISTRICT RANKIN MUNICIPALITY COUNTY

NAME	PARCEL NUMBER	# OF ACRES	VALUE OF LAND	VALUE OF BUILDING	REGULAR VALUE ALLOWED	ADDITIONAL VALUE ALLOWED	MUNICIPAL \$ AMOUNT EXEMPT	REASON FOR ADJUSTMENT
SMITH,HERBERT ESTATE (FELICIA)	G2 221	LOT	6000	36170	0	4217	0	AMENDED DISABILITY

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HOMESTEAD EXEMPTION SUPPLEMENTAL ROLL

YEAR 2022

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COUNTY RANKIN SCHOOL DISTRICT RANKIN MUNICIPALITY FLORENCE

NAME	PARCEL NUMBER	# OF ACRES	VALUE OF LAND	VALUE OF BUILDING	REGULAR VALUE ALLOWED	ADDITIONAL VALUE ALLOWED	MUNICIPAL \$ AMOUNT EXEMPT	REASON FOR ADJUSTMENT
MANTON,JASON & JAIME	F4 78 153	1.43	11080	240880	0	10643	302.26	AMENDED DISABILITY

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by: J. Good DC



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YEAR 2022

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ADDITION ☒ DELETIONS ☐

COUNTY RANKIN SCHOOL DISTRICT PEARL MUNICIPALITY PEARL

NAME	PARCEL NUMBER	# OF ACRES	VALUE OF LAND	VALUE OF BUILDING	REGULAR VALUE ALLOWED	ADDITIONAL VALUE ALLOWED	MUNICIPAL \$ AMOUNT EXEMPT	REASON FOR ADJUSTMENT
JONES,DARICK V	E7L 26 510	LOT	27000	125200	0	15220	418.55	AMENDED DAV

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Clerk of the Board of Supervisors
my: J. Hoodpe



PETITION TO ADJUST EXEMPTION ON
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YEAR 2022

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COUNTY RANKIN SCHOOL DISTRICT COUNTY MUNICIPALITY BRANDON

NAME	PARCEL NUMBER	# OF ACRES	VALUE OF LAND	VALUE OF BUILDING	REGULAR VALUE ALLOWED	ADDITIONAL VALUE ALLOWED	MUNICIPAL \$ AMOUNT EXEMPT	REASON FOR ADJUSTMENT
MURRAY,MARTHA J & JOHNS GR	H9J 13 130	LOT	32500	96460	0	7500	247.50	AMENDED AGE

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Clerk of the Board of Supervisors
my: G. Hall PL



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HOMESTEAD EXEMPTION SUPPLEMENTAL ROLL

YEAR 2022

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COUNTY RANKIN SCHOOL DISTRICT COUNTY MUNICIPALITY RICHLAND

NAME	PARCEL NUMBER	# OF ACRES	VALUE OF LAND	VALUE OF BUILDING	REGULAR VALUE ALLOWED	ADDITIONAL VALUE ALLOWED	MUNICIPAL \$ AMOUNT EXEMPT	REASON FOR ADJUSTMENT
FIFE,EDWARD B & CONNIE D	D6 6	6.83	54840	150740	0	7500	142.50	AMENDED AGE

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**RANKIN COUNTY UNIT SYSTEM
SEMI-ANNUAL ASPHALT TERM BIDS
BID FILE NO: 23-300-9
BID DATE: MAY 15, 2023 AT 8:30 A.M.**

PRODUCT	RECOMMENDED VENDOR	ALTERNATE #1	ALTERNATE #2
1. Base BB-1 Type 6 in Place	AJ CONSTRUCTION	ADCAMP, INC.	J & L ENTERPRISES
2. Surface SC-1 Type 8 in Place	ADCAMP, INC.	AJ CONSTRUCTION	J & L ENTERPRISES
3. Surface 9.5mm MT in Place	ADCAMP, INC.	AJ CONSTRUCTION	J & L ENTERPRISES
4. Cold Milling	AJ CONSTRUCTION	ADCAMP, INC.	J & L ENTERPRISES
5. FOB Base BB-1 Type 6	AJ CONSTRUCTION	APAC-MISSISSIPPI	DICKERSON & BOWEN
6. FOB Surface SC-1 Type 8	AJ CONSTRUCTION	ADCAMP, INC.	DICKERSON & BOWEN
7. FOB Surface 9.5mm MT	AJ CONSTRUCTION	ADCAMP, INC.	DICKERSON & BOWEN
8. SC-1 Type 8 in Place Leveling	AJ CONSTRUCTION	ADCAMP, INC.	J & L ENTERPRISES
9. 9.5mm MT in Place Leveling	AJ CONSTRUCTION	ADCAMP, INC.	J & L ENTERPRISES
10. Ultra Thin Asphalt Pavement	ADCAMP, INC.	AJ CONSTRUCTION	J & L ENTERPRISES
11. Hot Mix Placement Only	ADCAMP, INC.	AJ CONSTRUCTION	J & L ENTERPRISES
12. Cleaning & Sealing Cracks	SUNBELT SEALING	NO BID	NO BID
13. CRS-2	ERGON ASPHALT	NO BID	NO BID
14. CRS-2P	ERGON ASPHALT	NO BID	NO BID
15. CAE-P Prime	ERGON ASPHALT	NO BID	NO BID
16. Fog Seal	ERGON ASPHALT	NO BID	NO BID
17. PG 67-22	NO BID	NO BID	NO BID

**RANKIN COUNTY UNIT SYSTEM
SEMI-ANNUAL ASPHALT TERM BIDS
BID NUMBER: 23-300-9**

**BID DUE DATE: MAY 15, 2023 at 8:30 A.M.
BID LOCATION: 211 E. GOVERNMENT ST., BRANDON, MS**

BIDDER	Item 1: Base Course BB-1, Type 6 in Place	Item 2: Surface Course SC-1, Type 8 in Place	Item 3: Surface Course 9.5mm, MT in Place	Item 4: Cold Milling	Item 5: FOB Base BB-1, Type 6	Item 6: FOB Surface SC-1, Type 8
AJ CONSTRUCTION	110.50	112.50	112.50	2.00	70.00	72.00
ADCAMP, INC.	115.00	106.89	106.89	2.25	80.00	74.49
APAC-MISSISSIPPI	149.00	148.00	146.00		74.45	83.00
DICKERSON & BOWEN	130.00	145.00	138.00	5.50	75.00	82.00
ERGON ASPHALT						
J & L ENTERPRISES	119.24	121.50	121.00	2.50		
SUNBELT SEALING						

**RANKIN COUNTY UNIT SYSTEM
SEMI-ANNUAL ASPHALT TERM BIDS
BID NUMBER: 23-300-9**

BIDDER	Item 7: FOB Surface 9.5mm, MT	Item 8: SC-1, Type 8 in Place - Leveling & Patching	Item 9: 9.5mm, MT in Place - Leveling & Patching	Item 10: Ultra-Thin Asphalt Pavement	Item 11: Hot Mix Placement Only	Item 12: Cleaning & Sealing Cracks
AJ CONSTRUCTION	72.00	112.50	112.50	112.50	40.00	
ADCAMP, INC.	74.49	120.00	120.00	106.89	37.00	
APAC-MISSISSIPPI	78.00			159.00		
DICKERSON & BOWEN	76.50			135.00		
ERGON ASPHALT						
J & L ENTERPRISES		124.00	123.49	122.49	44.00	
SUNBELT SEALING						1.35

**RANKIN COUNTY UNIT SYSTEM
SEMI-ANNUAL ASPHALT TERM BIDS
BID NUMBER: 23-300-9**

BIDDER	Item 13: CRS-2	Item 14: CRS-2P	Item 15: CAE-P Prime	Item 16: Fog Seal	Item 17: PG 67-22	
AJ CONSTRUCTION						
ADCAMP, INC.						
APAC-MISSISSIPPI						
DICKERSON & BOWEN						
ERGON ASPHALT	3.06	3.31	3.21	2.96		
J & L ENTERPRISES						
SUNBELT SEALING						

**RANKIN COUNTY UNIT SYSTEM
SEMI-ANNUAL TERM BIDS FOR SCRUB SEAL, SLURRY SEAL,
MICRO-SURFACING AND MICRO-SURFACING (MODIFIED)
BID NUMBER: 23-300-10
BID DATE: MAY 15, 2023 AT 8:30 A.M.**

PRODUCT	PRIMARY	ALTERNATE #1
1: Scrub Seal	NO BID	NO BID
2: Slurry Seal	NO BID	NO BID
3: Micro-Surfacing	NO BID	NO BID
4a: Micro-Surfacing (Modified) Emulsified Asphalt	VANCE BROTHERS	T. L. WALLACE
4b: Micro-Surfacing (Modified) Aggregate Type II	VANCE BROTHERS	T. L. WALLACE
4c: Micro-Surfacing (Modified) Aggregate Type III	VANCE BROTHERS	T. L. WALLACE
Vance Brothers awarded as lowest and best bid with T. L. Wallace as an alternate.		

**RANKIN COUNTY UNIT SYSTEM
SEMI-ANNUAL TERM BIDS FOR SCRUB SEAL, SLURRY SEAL,
MICRO-SURFACING AND MICRO-SURFACING (MODIFIED)
BID NUMBER: 23-300-10**

BID DUE DATE: MAY 15, 2023 AT 8:30 A.M.

BID LOCATION: 211 E. GOVERNMENT ST., BRANDON, MS

BIDDER	Item 1: Scrub Seal per square yard	Item 2: Slurry Seal per square yard	Item 3: Micro-Surfacing per square yard
T. L. WALLACE CONSTRUCTION	NO BID	NO BID	NO BID
VANCE BROTHERS, INC.	NO BID	NO BID	NO BID
BIDDER	Item 4a: Micro-Surfacing (Modified) Emulsified Asphalt per gallon	Item 4b: Micro-Surfacing (Modified) Aggregate Type II per ton	Item 4c: Micro-Surfacing (Modified) Aggregate Type III per ton
T. L. WALLACE CONSTRUCTION	\$9.00	\$105.00	\$105.00
VANCE BROTHERS, INC.	\$8.25	\$129.98	\$133.25

**RANKIN COUNTY UNIT SYSTEM
SEMI-ANNUAL TERM BIDS FOR METAL CULVERTS
BID NUMBER 23-300-11
BID DATE: MAY 15, 2023 AT 8:30 A.M.**

Recommendation: Award Sole Bid Received to Southern Pipe & Supply

2-2/3 x 1/2 Corrugations - Aluminized

Round	14 Gauge	12 Gauge
12"	\$ 26.17	\$
15"	\$ 32.72	\$
18"	\$ 39.26	\$
21"	\$ 45.80	\$ 63.25
24"	\$ 52.34	\$ 71.97
30"	\$ 65.43	\$ 89.42
36"	\$ 78.52	\$ 106.87
42"	\$ 91.60	\$ 124.32
48"	\$ 104.69	\$ 141.77
54"	\$ 117.77	\$ 159.21
60"	\$	\$ 176.66
66"	\$	\$ 194.11

Arched	14 Gauge	12 Gauge
15"	\$ 35.99	\$
18"	\$ 43.18	\$
21"	\$ 50.38	\$ 69.57
24"	\$ 57.58	\$ 79.17
30"	\$ 71.97	\$ 98.36
36"	\$ 86.37	\$ 117.56
42"	\$ 100.76	\$ 136.75
48"	\$	\$ 155.94
54"	\$	\$ 175.13

3 X 1 Corrugations - Aluminized

Round	14 Gauge	12 Gauge
54"	\$ 133.04	\$ 181.02
60"	\$ 146.13	\$ 200.65
66"	\$ 161.39	\$ 220.28
72"	\$ 176.66	\$ 239.91
78"	\$ 189.75	\$ 259.54
84"	\$ 205.01	\$ 279.17
96"	\$ 275.37	\$ 378.32
102"	\$ 310.79	\$ 422.57
108"	\$ 327.15	\$ 449.83
114"	\$ 346.23	\$ 474.37
120"	\$ 423.77	\$ 578.73

Arched	14 Gauge	12 Gauge
54"	\$ 146.35	\$ 199.13
60"	\$ 160.74	\$ 220.72
66"	\$ 177.53	\$ 242.31
72"	\$ 194.33	\$ 263.90
78"	\$ 208.72	\$ 285.49
84"	\$ 225.52	\$ 307.08
96"	\$ 302.91	\$ 416.15
102"	\$	\$ 464.83
108"	\$	\$ 494.81
114"	\$	\$ 521.80

Shell and Invert					
Structure Number	Span (Ft. - In.)	Rise (Ft. - In.)	Area (Sq. Ft.)	Shell Price/ Linear Ft	Invert Price/ Linear Ft
1	8-9	2-6	18.4	405.32	155.00
2	9-2	3-3	25.4	411.67	165.00
3	9-7	4-1	32.6	450.00	165.32
4	10-0	4-10	40.2	473.12	171.31
5	10-6	5-7	48.1	550.00	181.95
6	10-11	6-4	56.4	575.27	182.23
7	11-4	7-2	65.0	605.90	202.68
8	10-2	2-8	23.0	474.50	172.30
9	10-7	3-5	31.1	499.17	182.95
10	10-11	4-3	39.5	529.31	182.23
11	11-4	5-0	48.2	548.31	191.16
12	11-8	5-9	57.2	580.90	191.61
13	12-1	6-7	66.4	604.99	234.32
14	12-5	7-4	76.0	656.10	246.28
15	11-7	2-10	28.1	525.18	240.96
16	11-11	3-7	37.4	570.00	242.23
17	12-3	4-5	46.9	595.10	234.32
18	12-7	5-2	56.6	610.72	245.10
19	12-11	6-0	66.6	535.12	240.01
20	13-3	6-9	76.9	700.09	240.72
21	13-0	3-0	33.8	581.90	240.01
22	13-4	3-10	44.2	638.21	240.72
23	13-7	4-7	54.8	678.14	240.72
24	13-10	5-5	65.6	712.32	247.22

25	14-1	6-2	76.6	732.09	255.41
26	14-5	3-3	40.0	702.18	257.33
27	14-8	4-1	51.5	745.16	264.41
28	14-10	4-10	63.2	788.88	263.41
29	15-1	5-8	75.1	893.31	265.02
30	15-4	6-5	87.2	910.52	271.11
31	15-6	7-3	99.4	981.20	289.79
32	15-9	8-0	111.8	1177.52	290.47
33	15-10	3-6	46.8	996.07	271.40
34	16-0	4-3	59.5	1042.18	271.40
35	16-2	5-1	72.3	1098.12	280.53
36	16-4	5-11	85.2	1120.09	280.53
37	16-6	6-8	98.3	1138.75	282.40
38	16-8	7-6	111.5	1207.86	299.68
39	16-10	8-3	124.8	1228.16	325.00
40	17-9	3-10	54.4	1081.36	345.00
41	18-2	4-7	68.3	1107.52	347.00
42	18-7	5-4	82.5	1238.21	355.00
43	19-0	6-1	97.1	1280.15	356.00
44	19-5	6-11	111.9	1301.67	375.00
45	19-10	7-8	127.1	1406.66	390.00
46	20-3	8-5	142.6	1430.48	400.78
47	19-1	4-2	63.3	1225.30	365.00
48	19-5	4-11	78.3	1280.81	375.00
49	19-9	5-8	93.6	1320.05	375.50
50	20-1	6-6	109.2	1380.19	380.00
51	20-6	7-3	125.0	1502.41	405.43
52	20-10	8-1	141.2	1520.00	405.43
53	21-2	8-10	157.6	1540.00	425.00
54	20-4	4-6	73.1	1402.00	415.00
55	20-7	5-3	89.2	1430.00	416.00
56	20-11	6-1	105.5	1530.00	424.00
57	21-3	6-10	122.1	1545.00	424.00
58	21-6	7-8	139.0	1650.00	424.50
59	21-10	8-5	156.0	1698.00	430.00
60	22-1	9-3	173.3	1710.00	430.00
61	21-7	4-11	83.8	1536.00	424.50
62	21-10	5-8	101.0	1605.18	430.00
63	22-1	6-6	118.4	1648.23	430.00
64	22-3	7-3	135.9	1805.30	430.00
65	22-6	8-1	153.7	1841.06	437.00

66	22-9	8-10	171.6	1869.02	437.00
67	23-0	9-8	189.8	1891.21	437.00
68	22-9	5-4	95.5	1725.00	437.00
69	23-0	6-1	113.7	1760.00	437.00
70	23-2	6-11	132.1	1910.40	437.00
71	23-4	7-8	150.6	1990.22	448.00
72	23-6	8-6	169.3	2031.00	448.00
73	23-8	9-3	188.1	2065.00	450.00
74	23-10	10-1	207.0	2100.00	450.00
75	24-0	5-9	108.2	1947.00	461.00
76	24-1	6-6	127.5	2020.00	468.00
77	24-3	7-4	146.8	2105.00	468.00
78	24-4	8-2	166.2	2200.66	468.00
79	24-5	8-11	185.7	2220.66	468.00
80	24-7	9-9	205.3	2260.00	469.00
81	24-8	10-6	225.0	2300.00	469.00
82	25-2	6-2	122.0	2030.00	503.00
83	25-2	7-0	142.2	2210.00	503.00
84	25-3	7-9	162.4	2295.00	503.00
85	25-4	8-7	182.6	2365.00	515.00
86	25-4	9-5	202.9	2400.00	515.00
87	25-5	10-2	223.3	2480.00	515.00
88	26-7	5-5	111.6	2080.00	705.00
89	27-0	6-3	132.4	2185.00	715.00
90	27-5	7-0	153.4	2285.00	715.00
91	27-10	7-9	174.8	2360.00	725.00
92	28-3	8-7	196.5	2410.00	735.00
93	28-8	9-4	218.6	2430.00	735.00
94	29-2	10-1	241	2505.00	735.00
95	27-10	5-10	125.4	2208.00	725.00
96	28-3	6-8	147.3	2306.00	725.00
97	28-7	7-5	169.4	2410.00	735.00
98	29-0	8-3	191.8	2515.00	735.00
99	29-4	9-0	214.6	2530.00	745.00
100	29-8	9-9	237.6	2540.00	750.00
101	30-1	10-7	260.9	2600.00	1025.00
102	29-1	6-4	140.2	2330.00	995.00
103	29-5	7-1	163.2	2420.00	1015.00
104	29-8	7-11	186.4	2510.00	1015.00
105	30-0	8-8	209.8	2610.00	1025.00
106	30-4	9-5	233.6	2643.38	1045.00

107	30-8	10-3	257.5	2693.00	1055.00
108	31-0	11-0	281.8	2701.27	1055.00
109	30-3	6-9	156.1	2430.67	1045.00
110	30-6	7-7	180.1	2520.30	1045.00
111	30-10	8-4	204.4	2610.94	1055.00
112	31-1	9-2	228.8	2710.57	1055.00
113	31-4	9-11	253.5	2820.16	1055.00
114	31-8	10-9	278.4	2850.00	1065.00
115	31-11	11-6	303.5	2875.00	1065.00
116	31-5	7-3	173.1	2610.00	1055.00
117	31-8	8-0	198.2	2705.10	1065.00
118	31-10	8-10	223.4	2798.00	1065.00
119	32-1	9-8	248.8	2875.00	1065.00
120	32-3	10-5	274.4	2900.80	1060.53
121	32-7	11-3	300.1	2930.00	1060.53
122	32-8	12-0	326.1	2970.00	1290.33
123	32-7	7-9	191.3	2700.00	1290.33
124	32-9	8-6	217.3	2800.00	1290.33
125	32-11	9-4	243.4	2877.00	1290.33
126	33-1	10-2	269.7	2975.00	1300.00
127	33-3	10-11	296.4	3050.00	1300.00
128	33-5	11-9	322.8	3071.00	1300.00
129	33-8	12-6	349.5	3091.00	1300.00
130	33-8	8-3	210.5	2820.74	1300.00
131	33-9	9-1	237.5	2610.00	1300.00
132	33-11	9-10	264.5	3015.00	1310.00
133	34-0	10-8	291.7	3115.00	1310.00
134	34-2	11-5	319	3145.00	1310.00
135	34-3	12-3	346.4	3170.00	1310.00
136	34-5	13-1	373.8	3200.00	1310.00
137	34-9	8-9	230.9	2920.00	1310.00
138	34-10	9-7	258.1	3002.01	1320.00
139	34-11	10-4	286.7	3102.10	1320.00
140	35-0	11-2	314.6	3205.28	1320.00
141	35-1	12-0	342.7	3230.00	1320.00
142	35-2	12-9	370.8	3250.00	1320.00
143	35-3	13-7	399	3303.00	1320.00

Toe Wall			
Structure Number	Span (Ft. - In.)	Rise (Ft. - In.)	Toe Wall Price/Each
1	8-9	2-6	258.01
2	9-2	3-3	258.01
3	9-7	4-1	275.54
4	10-0	4-10	275.54
5	10-6	5-7	293.08
6	10-11	6-4	328.15
7	11-4	7-2	349.83
8	10-2	2-8	293.08
9	10-7	3-5	293.08
10	10-11	4-3	328.15
11	11-4	5-0	328.15
12	11-8	5-9	328.15
13	12-1	6-7	328.15
14	12-5	7-4	349.83
15	11-7	2-10	328.15
16	11-11	3-7	328.15
17	12-3	4-5	328.15
18	12-7	5-2	363.22
19	12-11	6-0	363.22
20	13-3	6-9	363.22
21	13-0	3-0	363.22
22	13-4	3-10	363.22
23	13-7	4-7	363.22
24	13-10	5-5	363.22
25	14-1	6-2	385.75
26	14-5	3-3	385.75
27	14-8	4-1	400.34
28	14-10	4-10	400.34
29	15-1	5-8	400.34
30	15-4	6-5	400.34
31	15-6	7-3	445.94
32	15-9	8-0	445.94
33	15-10	3-6	420.88
34	16-0	4-3	420.88
35	16-2	5-1	435.36
36	16-4	5-11	435.36
37	16-6	6-8	435.36

38	16-8	7-6	465.69
39	16-10	8-3	485.56
40	17-9	3-10	470.48
41	18-2	4-7	470.48
42	18-7	5-4	490.02
43	19-0	6-1	490.02
44	19-5	6-11	505.55
45	19-10	7-8	540.99
46	20-3	8-5	560.80
47	19-1	4-2	505.55
48	19-5	4-11	505.55
49	19-9	5-8	505.55
50	20-1	6-6	525.09
51	20-6	7-3	580.61
52	20-10	8-1	580.61
53	21-2	8-10	580.61
54	20-4	4-6	560.80
55	20-7	5-3	580.61
56	20-11	6-1	580.61
57	21-3	6-10	595.42
58	21-6	7-8	595.42
59	21-10	8-5	595.42
60	22-1	9-3	615.23
61	21-7	4-11	595.42
62	21-10	5-8	595.42
63	22-1	6-6	615.23
64	22-3	7-3	615.23
65	22-6	8-1	615.23
66	22-9	8-10	634.04
67	23-0	9-8	634.04
68	22-9	5-4	634.04
69	23-0	6-1	634.04
70	23-2	6-11	634.04
71	23-4	7-8	634.04
72	23-6	8-6	650.84
73	23-8	9-3	650.84
74	23-10	10-1	650.84
75	24-0	5-9	650.84
76	24-1	6-6	650.84
77	24-3	7-4	670.72
78	24-4	8-2	670.72

79	24-5	8-11	670.72
80	24-7	9-9	670.72
81	24-8	10-6	670.72
82	25-2	6-2	690.53
83	25-2	7-0	690.53
84	25-3	7-9	690.53
85	25-4	8-7	690.53
86	25-4	9-5	690.53
87	25-5	10-2	690.53
88	26-7	5-5	750.34
89	27-0	6-3	770.48
90	27-5	7-0	770.48
91	27-10	7-9	790.68
92	28-3	8-7	810.82
93	28-8	9-4	810.82
94	29-2	10-1	810.82
95	27-10	5-10	790.68
96	28-3	6-8	790.68
97	28-7	7-5	810.82
98	29-0	8-3	810.82
99	29-4	9-0	830.96
100	29-8	9-9	830.96
101	30-1	10-7	850.16
102	29-1	6-4	810.82
103	29-5	7-1	830.96
104	29-8	7-11	830.96
105	30-0	8-8	850.16
106	30-4	9-5	890.49
107	30-8	10-3	905.63
108	31-0	11-0	905.63
109	30-3	6-9	890.49
110	30-6	7-7	890.49
111	30-10	8-4	905.63
112	31-1	9-2	905.63
113	31-4	9-11	905.63
114	31-8	10-9	925.83
115	31-11	11-6	925.83
116	31-5	7-3	905.63
117	31-8	8-0	925.83
118	31-10	8-10	925.83
119	32-1	9-8	925.83

120	32-3	10-5	945.97
121	32-7	11-3	945.97
122	32-8	12-0	945.97
123	32-7	7-9	945.97
124	32-9	8-6	945.97
125	32-11	9-4	945.97
126	33-1	10-2	965.11
127	33-3	10-11	965.11
128	33-5	11-9	965.11
129	33-8	12-6	965.11
130	33-8	8-3	965.11
131	33-9	9-1	965.11
132	33-11	9-10	980.31
133	34-0	10-8	980.31
134	34-2	11-5	980.31
135	34-3	12-3	980.31
136	34-5	13-1	980.31
137	34-9	8-9	980.31
138	34-10	9-7	1000.45
139	34-11	10-4	1000.45
140	35-0	11-2	1000.45
141	35-1	12-0	1000.45
142	35-2	12-9	1000.45
143	35-3	13-7	1000.45

Head Wall				
Sq. ft is based on height of 1'6" for #1-#39 & 2'0" for #40-#143				
Structure Number	Span (Ft. - In.)	Rise (Ft. - In.)	Head Wall Area Per HW (Sq. Ft.)	Head Wall Price (EACH)
1	8-9	2-6	64.76	1784.02
2	9-2	3-3	67.97	1913.30
3	9-7	4-1	72.03	2044.70
4	10-0	4-10	74.55	2176.16
5	10-6	5-7	77.86	2307.68
6	10-11	6-4	80.76	2439.14
7	11-4	7-2	82.37	2743.01
8	10-2	2-8	80.74	2002.65
9	10-7	3-5	85.15	2140.27
10	10-11	4-3	88.00	2277.88

11	11-4	5-0	91.75	2473.92
12	11-8	5-9	95.20	2600.06
13	12-1	6-7	97.34	2752.31
14	12-5	7-4	100.25	3087.22
15	11-7	2-10	86.01	2050.75
16	11-11	3-7	90.48	2182.22
17	12-3	4-5	93.35	2313.62
18	12-7	5-2	97.35	2445.14
19	12-11	6-0	101.04	2576.60
20	13-3	6-9	103.21	2708.06
21	13-0	3-0	90.69	2118.72
22	13-4	3-10	95.30	2250.18
23	13-7	4-7	98.20	2381.59
24	13-10	5-5	102.34	2513.10
25	14-1	6-2	106.28	2644.57
26	14-5	3-3	94.86	2251.00
27	14-8	4-1	99.63	2388.32
28	14-10	4-10	102.55	2527.93
29	15-1	5-8	106.84	2667.59
30	15-4	6-5	110.92	2807.20
31	15-6	7-3	113.46	3146.58
32	15-9	8-0	117.33	3296.34
33	15-10	3-6	115.95	2397.46
34	16-0	4-3	119.00	2528.87
35	16-2	5-1	123.63	2660.39
36	16-4	5-11	128.16	2791.85
37	16-6	6-8	130.94	2923.31
38	16-8	7-6	135.25	3262.39
39	16-10	8-3	139.38	3403.41
40	17-9	3-10	119.98	2585.69
41	18-2	4-7	122.95	2723.56
42	18-7	5-4	127.43	2861.43
43	19-0	6-1	131.50	2999.36
44	19-5	6-11	133.71	3137.24
45	19-10	7-8	137.28	3498.82
46	20-3	8-5	159.32	3646.72
47	19-1	4-2	140.70	2848.88
48	19-5	4-11	145.62	2996.18
49	19-9	5-8	150.24	3143.59
50	20-1	6-6	152.78	3290.89
51	20-6	7-3	157.00	3673.81

52	20-10	8-1	160.72	3831.82
53	21-2	8-10	162.32	3989.89
54	20-4	4-6	143.65	3138.24
55	20-7	5-3	148.72	3286.14
56	20-11	6-1	153.58	3434.10
57	21-3	6-10	156.26	3582.01
58	21-6	7-8	160.63	3729.97
59	21-10	8-5	164.79	3877.87
60	22-1	9-3	166.62	4025.77
61	21-7	4-11	168.11	3260.82
62	21-10	5-8	173.32	3490.23
63	22-1	6-6	176.33	3651.33
64	22-3	7-3	181.35	3796.32
65	22-6	8-1	185.96	3927.80
66	22-9	8-10	188.31	4088.79
67	23-0	9-8	192.52	4235.20
68	22-9	5-4	170.41	3491.44
69	23-0	6-1	175.86	3648.85
70	23-2	6-11	179.01	3806.15
71	23-4	7-8	184.28	3963.57
72	23-6	8-6	189.23	4120.92
73	23-8	9-3	191.81	4278.28
74	23-10	10-1	196.56	4435.57
75	24-0	5-9	171.70	3629.12
76	24-1	6-6	177.30	3777.08
77	24-3	7-4	180.68	3924.98
78	24-4	8-2	186.30	4072.95
79	24-5	8-11	191.70	4220.85
80	24-7	9-9	194.60	4368.69
81	24-8	10-6	199.80	4516.65
82	25-2	6-2	198.04	3808.34
83	25-2	7-0	201.65	3956.24
84	25-3	7-9	207.73	4104.20
85	25-4	8-7	213.67	4252.10
86	25-4	9-5	217.00	4399.94
87	25-5	10-2	222.74	4547.90
88	26-7	5-5	196.40	4707.88
89	27-0	6-3	227.85	4851.66
90	27-5	7-0	206.85	4995.44
91	27-10	7-9	212.95	5139.41
92	28-3	8-7	218.75	5283.19

93	28-8	9-4	221.40	5426.96
94	29-2	10-1	226.50	5570.94
95	27-10	5-10	225.35	4933.59
96	28-3	6-8	229.33	5077.36
97	28-7	7-5	235.98	5215.13
98	29-0	8-3	242.33	5365.11
99	29-4	9-0	245.40	5508.89
100	29-8	9-9	251.15	5646.66
101	30-1	10-7	253.73	6138.99
102	29-1	6-4	252.80	5003.96
103	29-5	7-1	259.80	5147.73
104	29-8	7-11	266.60	5291.71
105	30-0	8-8	270.20	5435.48
106	30-4	9-5	246.40	5608.37
107	30-8	10-3	252.50	5752.35
108	31-0	11-0	255.20	6238.47
109	30-3	6-9	253.28	5485.36
110	30-6	7-7	260.53	5623.13
111	30-10	8-4	267.48	5766.91
112	31-1	9-2	271.20	5916.89
113	31-4	9-11	277.75	6054.66
114	31-8	10-9	280.98	6540.79
115	31-11	11-6	287.13	6702.78
116	31-5	7-3	267.53	5623.13
117	31-8	8-0	273.68	5766.91
118	31-10	8-10	276.60	5916.89
119	32-1	9-8	282.45	6054.66
120	32-3	10-5	284.98	6543.21
121	32-7	11-3	290.53	6705.20
122	32-8	12-0	295.78	7251.39
123	32-7	7-9	249.33	5659.00
124	32-9	8-6	254.58	5802.77
125	32-11	9-4	256.60	5946.55
126	33-1	10-2	261.55	6086.74
127	33-3	10-11	262.98	6579.07
128	33-5	11-9	267.83	6674.80
129	33-8	12-6	272.38	7281.05
130	33-8	8-3	299.13	6430.09
131	33-9	9-1	302.50	6540.26
132	33-11	9-10	309.25	6714.06
133	34-0	10-8	312.43	7200.19

134	34-2	11-5	318.88	7362.18
135	34-3	12-3	325.23	7908.37
136	34-5	13-1	328.20	8094.39
137	34-9	8-9	329.10	6804.16
138	34-10	9-7	336.90	6941.93
139	34-11	10-4	339.80	7428.05
140	35-0	11-2	346.90	7590.05
141	35-1	12-0	353.80	8136.23
142	35-2	12-9	357.20	8322.25
143	35-3	13-7	364.00	8580.14

Wing Wall				
Structure Number	Span (Ft. - In.)	Rise (Ft. - In.)	Wing Wall Area (Sq. Ft.) per 9.25' length	Wing Wall Price/SqFt
1	8-9	2-6	57.07	39.08
2	9-2	3-3	63.98	37.97
3	9-7	4-1	71.69	36.78
4	10-0	4-10	78.63	36.07
5	10-6	5-7	86.30	35.26
6	10-11	6-4	94.04	34.57
7	11-4	7-2	100.98	35.93
8	10-2	2-8	63.98	37.97
9	10-7	3-5	71.69	36.78
10	10-11	4-3	78.63	36.07
11	11-4	5-0	86.30	34.97
12	11-8	5-9	94.04	34.21
13	12-1	6-7	100.98	33.93
14	12-5	7-4	108.69	35.14
15	11-7	2-10	63.98	37.97
16	11-11	3-7	71.69	36.78
17	12-3	4-5	78.63	36.07
18	12-7	5-2	86.30	35.26
19	12-11	6-0	94.04	34.57
20	13-3	6-9	100.98	34.17
21	13-0	3-0	63.98	37.97
22	13-4	3-10	71.69	36.78
23	13-7	4-7	78.63	36.07

24	13-10	5-5	87.14	36.02
25	14-1	6-2	94.07	34.56
26	14-5	3-3	63.98	37.97
27	14-8	4-1	71.69	36.78
28	14-10	4-10	78.63	36.07
29	15-1	5-8	86.30	35.26
30	15-4	6-5	94.07	34.56
31	15-6	7-3	100.98	25.93
32	15-9	8-0	108.69	35.37
33	15-10	3-6	71.69	36.78
34	16-0	4-3	78.63	36.07
35	16-2	5-1	86.30	36.26
36	16-4	5-11	94.04	34.57
37	16-6	6-8	100.98	34.17
38	16-8	7-6	108.69	35.37
39	16-10	8-3	116.39	39.71
40	17-9	3-10	71.69	36.78
41	18-2	4-7	78.63	36.07
42	18-7	5-4	86.30	35.26
43	19-0	6-1	93.98	34.58
44	19-5	6-11	100.98	34.17
45	19-10	7-8	108.69	35.37
46	20-3	8-5	116.39	39.71
47	19-1	4-2	78.63	36.07
48	19-5	4-11	86.30	35.26
49	19-9	5-8	94.04	34.57
50	20-1	6-6	100.98	34.17
51	20-6	7-3	108.69	35.37
52	20-10	8-1	116.39	39.71
53	21-2	8-10	123.30	39.18
54	20-4	4-6	78.63	37.97
55	20-7	5-3	86.30	37.10
56	20-11	6-1	94.04	36.35
57	21-3	6-10	100.98	35.93
58	21-6	7-8	108.69	35.37
59	21-10	8-5	116.39	39.71
60	22-1	9-3	123.30	39.18
61	21-7	4-11	86.30	36.78
62	21-10	5-8	94.04	35.97
63	22-1	6-6	100.98	35.67
64	22-3	7-3	108.69	35.14

65	22-6	8-1	116.39	34.58
66	22-9	8-10	123.30	38.99
67	23-0	9-8	131.04	38.34
68	22-9	5-4	86.30	37.10
69	23-0	6-1	93.98	36.37
70	23-2	6-11	100.98	35.93
71	23-4	7-8	108.69	35.37
72	23-6	8-6	116.39	39.71
73	23-8	9-3	123.30	39.18
74	23-10	10-1	131.04	38.52
75	24-0	5-9	86.30	37.10
76	24-1	6-6	94.04	36.35
77	24-3	7-4	100.98	35.93
78	24-4	8-2	108.69	35.37
79	24-5	8-11	116.39	39.71
80	24-7	9-9	123.30	39.18
81	24-8	10-6	131.04	38.52
82	25-2	6-2	94.04	36.35
83	25-2	7-0	100.98	35.93
84	25-3	7-9	108.69	35.37
85	25-4	8-7	116.39	39.71
86	25-4	9-5	123.30	39.18
87	25-5	10-2	131.04	38.52
88	26-7	5-5	86.30	46.26
89	27-0	6-3	100.98	44.45
90	27-5	7-0	100.98	43.91
91	27-10	7-9	108.69	42.86
92	28-3	8-7	116.40	41.97
93	28-8	9-4	123.33	41.37
94	29-2	10-1	131.04	40.65
95	27-10	5-10	94.04	44.84
96	28-3	6-8	100.98	43.91
97	28-7	7-5	108.69	42.88
98	29-0	8-3	116.40	42.97
99	29-4	9-0	123.33	42.37
100	29-8	9-9	131.04	40.65
101	30-1	10-7	137.98	52.78
102	29-1	6-4	100.98	42.69
103	29-5	7-1	108.69	41.55
104	29-8	7-11	116.40	40.70
105	30-0	8-8	123.33	40.17

106	30-4	9-5	123.33	41.37
107	30-8	10-3	131.04	40.65
108	31-0	11-0	137.98	52.77
109	30-3	6-9	100.98	43.91
110	30-6	7-7	108.69	42.88
111	30-10	8-4	116.40	41.97
112	31-1	9-2	123.33	41.37
113	31-4	9-11	131.04	40.65
114	31-8	10-9	137.98	52.77
115	31-11	11-6	145.69	51.66
116	31-5	7-3	108.69	42.88
117	31-8	8-0	116.40	41.97
118	31-10	8-10	123.33	41.37
119	32-1	9-8	131.04	40.65
120	32-3	10-5	137.98	52.77
121	32-7	11-3	145.69	51.66
122	32-8	12-0	153.40	53.40
123	32-7	7-9	108.69	42.88
124	32-9	8-6	116.40	41.97
125	32-11	9-4	123.33	41.37
126	33-1	10-2	131.04	40.65
127	33-3	10-11	137.98	53.77
128	33-5	11-9	145.69	51.66
129	33-8	12-6	153.40	53.40
130	33-8	8-3	116.40	41.97
131	33-9	9-1	123.33	41.37
132	33-11	9-10	131.04	40.65
133	34-0	10-8	137.98	52.77
134	34-2	11-5	145.69	52.66
135	34-3	12-3	153.40	53.40
136	34-5	13-1	160.33	53.70
137	34-9	8-9	123.33	41.37
138	34-10	9-7	131.04	40.65
139	34-11	10-4	137.98	53.77
140	35-0	11-2	145.69	51.66
141	35-1	12-0	153.40	53.40
142	35-2	12-9	160.33	52.70
143	35-3	13-7	168.04	51.71

**RANKIN COUNTY UNIT SYSTEM
SEMI-ANNUAL TERM BIDS FOR CRUSHED AGGREGATES
BID DATE: MAY 15, 2023 AT 8:30 A.M.
BID NUMBER: 23-300-13**

PRODUCT	RECOMMENDED VENDOR	ALTERNATE #1
#5 LIMESTONE	WARREN PAVING	NO BID
#6 LIMESTONE	WARREN PAVING	NO BID
#7 LIMESTONE	WARREN PAVING	NO BID
#89 LIMESTONE	WARREN PAVING	RANKIN COUNTY LIMESTONE
610 LIMESTONE	RANKIN COUNTY LIMESTONE	WARREN PAVING
100# RIPRAP	RANKIN COUNTY LIMESTONE	WARREN PAVING
200# RIPRAP	RANKIN COUNTY LIMESTONE	WARREN PAVING
FOB #5 LIMESTONE	WARREN PAVING	NO BID
FOB #6 LIMESTONE	WARREN PAVING	NO BID
FOB #7 LIMESTONE	WARREN PAVING	NO BID
FOB #89 LIMESTONE	WARREN PAVING	RANKIN COUNTY LIMESTONE
FOB 610 LIMESTONE	WARREN PAVING	RANKIN COUNTY LIMESTONE
FOB 100# RIPRAP	WARREN PAVING	RANKIN COUNTY LIMESTONE
FOB 200# RIPRAP	WARREN PAVING	RANKIN COUNTY LIMESTONE
BID SUBMITTED FROM APAC-MS WAS NONCOMPLIANT AND REJECTED - SEE ATTACHED COPY OF BID		

Attachment: Award of Semi Annual Term Bids for the Unit System (19026 : Authority to Award Semi-Annual Term Bids for the Unit System:)

RANKIN COUNTY UNIT SYSTEM
SEMI-ANNUAL TERM BIDS FOR CRUSHED AGGREGATES
BID DATE: MAY 15, 2023 AT 8:30 A.M.
BID NUMBER 23-300-13

PRODUCT		
	RANKIN COUNTY LIMESTONE	WARREN PAVING
#5 LIMESTONE		
BRANDON		\$52.10
JOB SITE		\$36.50 + .26 ton mile
FOB		\$36.50
#6 LIMESTONE		
BRANDON		\$52.10
JOB SITE		\$36.50 + .26 ton mile
FOB		\$36.50
#7 LIMESTONE		
BRANDON		\$57.50
JOB SITE		\$42.00 + .26 ton mile
FOB		\$42.00
#89 LIMESTONE		
BRANDON	\$58.50	\$57.50
JOB SITE	\$50.50 + .28 ton mile	\$42.00 + .26 ton mile
FOB	\$50.50	\$42.00
610 LIMESTONE		
BRANDON	\$47.50	\$50.60
JOB SITE	\$39.50 + .28 ton mile	\$35.00 + .26 ton mile
FOB	\$39.50	\$35.00
100# RIPRAP		
BRANDON	\$58.75	\$62.60
JOB SITE	\$48.75 + .28 ton mile	\$47.00 + .26 ton mile
FOB	\$48.75	\$47.00
200# RIPRAP		
BRANDON	\$58.75	\$62.60
JOB SITE	\$48.75 + .28 ton mile	\$47.00 + .26 ton mile
FOB	\$48.75	\$47.00

Attachment: Award of Semi Annual Term Bids for the Unit System (19026 : Authority to Award Semi-Annual Term Bids for the Unit System:)

**RANKIN COUNTY UNIT SYSTEM
SEMI-ANNUAL TERM BIDS FOR CRUSHED AGGREGATES
BID DATE: MAY 15, 2023 AT 8:30 A.M.
BID NUMBER: 23-300-13**

PRODUCT	RECOMMENDED VENDOR	ALTERNATE #1
#5 LIMESTONE	WARREN PAVING	NO BID
#6 LIMESTONE	WARREN PAVING	NO BID
#7 LIMESTONE	WARREN PAVING	NO BID
#89 LIMESTONE	WARREN PAVING	RANKIN COUNTY LIMESTONE
610 LIMESTONE	RANKIN COUNTY LIMESTONE	WARREN PAVING
100# RIPRAP	RANKIN COUNTY LIMESTONE	WARREN PAVING
200# RIPRAP	RANKIN COUNTY LIMESTONE	WARREN PAVING
FOB #5 LIMESTONE	WARREN PAVING	NO BID
FOB #6 LIMESTONE	WARREN PAVING	NO BID
FOB #7 LIMESTONE	WARREN PAVING	NO BID
FOB #89 LIMESTONE	WARREN PAVING	RANKIN COUNTY LIMESTONE
FOB 610 LIMESTONE	WARREN PAVING	RANKIN COUNTY LIMESTONE
FOB 100# RIPRAP	WARREN PAVING	RANKIN COUNTY LIMESTONE
FOB 200# RIPRAP	WARREN PAVING	RANKIN COUNTY LIMESTONE
BID SUBMITTED FROM APAC-MS WAS NONCOMPLIANT AND REJECTED - SEE ATTACHED COPY OF BID		

Attachment: Award of Semi Annual Term Bids for the Unit System (19026 : Authority to Award Semi-Annual Term Bids for the Unit System:)

**RANKIN COUNTY UNIT SYSTEM
BID NUMBER: 23-300-13
BID DUE DATE: MAY 15, 2023 at 8:30 A.M.**

ATTACHMENT A – Bid Form for Crushed Aggregates

Name of Bidder APAE-MS
 Contact Name Jed Stevens
 Mailing Address 101 River view Dr.
Richland, MS 39218
 Telephone Number 601-940-9240
 Email Address Jed.Stevens@apae.com

Pricing should be included for the following:

1. Brandon Unit Shop, 165 Metropolitan Lane, Brandon, MS 39042
2. Job Site – Specify price per ton plus haul charge per ton mile.
3. FOB – Loaded at supplier's site by supplier on county furnished trucks

Product	1. Delivery per ton to Brandon Unit Shop	2. Job Site per ton plus haul charge	3. FOB per ton
#5 Limestone	\$ _____	\$ _____	\$ _____
#6 Limestone	\$ _____	\$ _____	\$ _____
#7 Limestone	\$ _____	\$ _____	\$ _____
#89 Limestone	\$ _____	\$ _____	\$ _____
82513-610 Limestone	\$ _____	\$ _____	\$ <u>31.00</u>
100# Riprap	\$ _____	\$ _____	\$ _____
200# Riprap	\$ _____	\$ _____	\$ _____

Bid price guaranteed for the period of
July 01, 2023 through December 31, 2023

Yes X No _____

Exceptions and/or Justifications to Specifications: Quoting MDOT
SPEL 82513.

Signature of Authorized Representative Jed Stevens
 Title of Representative Sales Rep Date 5/12/23

**RANKIN COUNTY UNIT SYSTEM
SEMI-ANNUAL TERM BIDS FOR POLYPROPYLENE CULVERTS
BID DATE: MAY 15, 2023 AT 8:30 A.M.
BID NUMBER 23-300-12**

	COBURNS SUPPLY (Prices include freight to any location requested.)	EAGLE PIPE & SUPPLY (Prices include freight to any location requested.)	SOUTHERN PIPE (Prices include freight to any location requested.)
DIAMETER	UNIT PRICE/COUPLING	UNIT PRICE/COUPLING	UNIT PRICE/COUPLING
12"	\$11.36/\$14.09	\$11.36/\$14.09	\$11.36/\$14.09
15"	\$16.19/\$23.47	\$16.19/\$23.47	\$16.19/\$23.47
18"	\$21.99/\$39.99	\$21.99/\$39.99	\$21.99/\$39.99
24"	\$31.25/\$56.39	\$31.25/\$56.39	\$31.25/\$56.39
30"	\$48.30/\$170.44	\$48.30/\$170.44	\$48.30/\$170.44
36"	\$63.07/\$182.39	\$63.07/\$182.39	\$63.07/\$182.39
42"	\$77.27/\$266.98	\$77.27/\$266.98	\$77.27/\$266.98
48"	\$106.82/No Bid	\$106.82/No Bid	\$106.82/No Bid
60"	\$147.73/\$487.50	\$147.73/\$487.50	\$147.73/\$487.50

RECOMMENDATION: Award to Southern Pipe & Supply with Coburns Supply as Alternate #1 and Eagle Pipe & Supply as Alternate #2

**RANKIN COUNTY UNIT SYSTEM
SEMI-ANNUAL TERM BIDS FOR GRAVEL
BID DATE: MAY 15, 2023 AT 8:30 A.M.
BID NUMBER 23-300-14**

PRODUCT		
	J & L ENTERPRISES	
WASH GRAVEL		
BRANDON	No Bid	
JOB SITE	No Bid	
FOB	No Bid	
CLAY GRAVEL		
BRANDON	\$20.00 per ton	
JOB SITE	\$15.00 plus.32 ton mile	
FOB	No Bid	
RECOMMENDATION: AWARD SOLE BID RECEIVED TO J & L ENTERPRISES		

**RANKIN COUNTY UNIT SYSTEM
SEMI-ANNUAL TERM BIDS FOR SOIL STABILIZATION
BID NUMBER: 23-300-15**

BID DATE: MAY 15, 2023 AT 8:30 A.M.

BID LOCATION: 211 E. GOVERNMENT ST., BRANDON, MS

BIDDER	Item 1: Soil Stabilization Quick Lime per square yard	Item 2: Soil Stabilization Portland Cement per square yard	Item 3: Quick Lime per ton	Item 4: Portland Cement per ton
ADCAMP, INC.	\$6.50	\$7.50	\$350.00	\$380.00
HEMPHILL CONSTRUCTION	\$11.50	\$13.50	\$475.00	\$475.00
RECOMMENDATION: Award to Adcamp, Inc. with Hemphill Construction as an alternate.				

**RANKIN COUNTY UNIT SYSTEM
SEMI-ANNUAL TERM BIDS FOR POLYURETHANE FOAM APPLICATION
AND CURB AND GUTTER REMOVAL AND REPLACEMENT
BID NUMBER: 23-300-16
BID DATE: MAY 15, 2023 AT 8:30 A.M.**

PRODUCT	RECOMMENDED VENDOR	ALTERNATE #1	ALTERNATE #2
Concrete Sidewalk Leveling/Lifting	FOREMOST FOUNDATIONS	BULLDOG CONSTRUCTION	HELMS POLYFOAM
Concrete Curb & Gutter Leveling/Lifting	FOREMOST FOUNDATIONS	BULLDOG CONSTRUCTION	HELMS POLYFOAM
Void Filling and Undersealing	FOREMOST FOUNDATIONS	BULLDOG CONSTRUCTION	HELMS POLYFOAM
24-Inch Curb and Gutter	BULLDOG CONSTRUCTION	WAREN BUILDING COMPANY	FOREMOST FOUNDATIONS
30-Inch Curb and Gutter	WAREN BUILDING COMPANY	BULLDOG CONSTRUCTION	FOREMOST FOUNDATIONS

**RANKIN COUNTY UNIT SYSTEM
SEMI-ANNUAL TERM BIDS FOR POLYURETHANE FOAM APPLICATION AND
CURB AND GUTTER REMOVAL AND REPLACEMENT
BID NUMBER: 23-300-16**

BID DATE: MAY 15, 2023 AT 8:30 A.M.

BID LOCATION: 211 E. GOVERNMENT ST., BRANDON, MS

BIDDER	Polyurethane Foam Application Concrete Sidewalk Leveling and Lifting per pound	Polyurethane Foam Application Concrete Curb & Gutter Leveling and Lifting per pound	Polyurethane Foam Application Void Filling and Undersealing per pound
A-1 CONCRETE SERVICES	No Bid	No Bid	No Bid
BULLDOG CONSTRUCTION	\$9.15	\$9.15	\$9.00
FOREMOST FOUNDATIONS	\$8.80	\$8.80	\$8.80
HELMS POLYFOAM, LLC	\$9.50	\$9.50	\$9.50
WAREN BUILDING COMPANY	\$11.50	\$11.50	\$11.50
BIDDER	Curb & Gutter Removal/Replacement 24-inch Curb and Gutter per linear foot	Curb & Gutter Removal/Replacement 30-inch Curb and Gutter per linear foot	
A-1 CONCRETE SERVICES	\$55.00	\$57.00	
BULLDOG CONSTRUCTION	\$40.00	\$42.00	
FOREMOST FOUNDATIONS	\$47.00	\$50.00	
HELMS POLYFOAM, LLC	No Bid	No Bid	
WAREN BUILDING COMPANY	\$40.00	\$40.00	

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: H22110

To Customer:

Rankin Co. Board of Supervisors
211 E Government Street Suite A
Brandon, MS 39042

Project:

H22110- Andrew Jackson Circle
Improvements

Via Engineer:

Engineering Service
115 Aero Smith Drive
Richland, MS 39218

Application No.:

JB App #3

Period From:

5/1/2023

Period To:

5/31/2023

Distribution to :

☐ Owner

☐ Engineer

☐ Contractor

☐

☐

From Contractor:

Hemphill Construction Company, Inc.
PO Drawer 879
1858 Hwy 49 South
Florence, MS 39073

Owner:

Rankin County Board of Supervisors
211 East Government St Suite A
Brandon, MS 39042

External Contract No.

ES 15R-8047

Contract Date:

Application Date:

6/6/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$766,322.00
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$766,322.00
4. Work Completed To Date	\$340,400.50
5. Stored Materials Inventory	\$0.00
6. Total Completed and Stored To Date	\$340,400.50
7. Retainage	
a. Maximum Retainage is in effect.	
b. Securities are not furnished in lieu of Retainage.	\$0.00
c. Retainage on Work Completed to Date 5.00 %	\$17,020.02
d. Retainage on Stored Materials Inventory 0.00 %	\$0.00
e. Total Calculated Retainage	\$17,020.02
f. Total Retainage To Be Withheld	\$17,020.02
8. Total Earned Less Retainage	\$323,380.48
9. Less Previous Certificates For Payments	\$111,145.49
10. Current Payment Due	\$212,234.99
11. Balance to Finish, Plus Retainage.	\$442,941.52

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

Hemphill Construction Company, Inc.

By:



Date:

6/6/2023

State of:

Mississippi

County of:

Madison

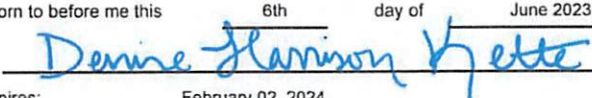
Subscribed and sworn to before me this

6th

day of

June 2023

Notary Public:



My Commission expires:

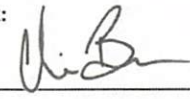
February 02, 2024

ENGINEER'S CERTIFICATE FOR PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

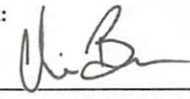
AMOUNT CERTIFIED **\$212,234.99**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:



By:



Date:

06/16/2023

OWNER:



By:



Date:

6/19/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #3

Application Date : 08/08/23

Period From: 06/01/23

Period To: 05/31/23

External Contract No.: ES 16R-8047

Invoice # : H22110

Contract : H22110- Andrew Jackson Circle Improvements

Item No.	Description of Item	Contract Qty	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complete
1	Mobilization	LS	1.00	\$70,000.00	\$70,000.00	0.50	0.40	0.90	\$35,000.00	\$28,000.00	0.00	\$63,000.00	\$7,000.00	90.00%
2	Clearing and Grubbing	LS	1.00	\$44,000.00	\$44,000.00	0.90	0.00	0.90	\$39,600.00	\$0.00	0.00	\$39,600.00	\$4,400.00	90.00%
3	Excess Excavation (FM)	CY	4,868.00	\$14.00	\$68,132.00	1,177.00	9,025.00	10,202.00	\$16,478.00	\$126,350.00	0.00	\$142,828.00	\$-72,996.00	204.53%
4	Unclassified Excavation (FM)	CY	2,540.00	\$7.00	\$17,760.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$17,760.00	0.00%
5	Borrow Excavation (FM)	CY	4,933.00	\$20.00	\$98,660.00	584.00	2,487.00	3,071.00	\$11,680.00	\$49,740.00	0.00	\$61,420.00	\$37,240.00	62.25%
6	Select Material 610 Crushed Stone	TON	125.00	\$100.00	\$12,500.00	0.00	110.30	110.30	\$0.00	\$11,030.00	0.00	\$11,030.00	\$1,470.00	88.24%
7	Asphalt Paving (SC-1)	TON	398.00	\$160.00	\$63,680.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$63,680.00	0.00%
8	Asphalt Paving (BB-1)	TON	1,674.00	\$118.00	\$194,184.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$194,184.00	0.00%
9	30" RCP	LF	32.00	\$110.00	\$3,520.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$3,520.00	0.00%
10	30" RCP-FES	EA	2.00	\$1,000.00	\$2,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$2,000.00	0.00%
11	29 x 18 RCAP	LF	174.00	\$92.00	\$16,008.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$16,008.00	0.00%
12	29 x 18 RCAP-FES	EA	8.00	\$1,000.00	\$8,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$8,000.00	0.00%
13	22x13 RCAP	LF	78.00	\$85.00	\$6,630.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$6,630.00	0.00%
14	22 x 13 RCAP-FES	EA	2.00	\$1,000.00	\$2,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$2,000.00	0.00%
15	Traffic Control	TON	1.00	\$37,365.00	\$37,365.00	0.25	0.25	0.50	\$9,341.25	\$9,341.25	0.00	\$18,682.50	\$18,682.50	50.00%
16	Thermoplastic Traffic Strip (Continuous Yellow)	LF	3,452.00	\$1.25	\$4,315.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$4,315.00	0.00%
17	Thermoplastic Traffic Strip (Continuous White)	LF	3,500.00	\$1.20	\$4,200.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$4,200.00	0.00%
18	Thermoplastic Detail Strip	LF	480.00	\$3.00	\$1,440.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$1,440.00	0.00%
19	Thermoplastic Legend White (120 Mils)	LF	672.00	\$7.00	\$4,704.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$4,704.00	0.00%
20	Thermoplastic Legend White (120 Mils)	SF	128.00	\$11.50	\$1,448.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$1,448.00	0.00%
21	Regulatory Traffic Sign	SF	70.00	\$46.00	\$3,220.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$3,220.00	0.00%
22	Traffic Sign Post	LF	140.00	\$12.00	\$1,680.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$1,680.00	0.00%
23	Vegetative Materials for Mutch	TON	4.50	\$230.00	\$1,035.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$1,035.00	0.00%
24	Seeding	SY	8,000.00	\$0.42	\$3,360.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$3,360.00	0.00%
25	12" Wattles	LF	1,500.00	\$4.50	\$6,750.00	1,088.00	-1,088.00	0.00	\$4,896.00	\$-4,896.00	0.00	\$0.00	\$6,750.00	0.00%
26	Silt Fence	LF	4,500.00	\$2.50	\$11,250.00	0.00	1,088.00	1,088.00	\$0.00	\$2,720.00	0.00	\$2,720.00	\$8,530.00	24.18%
27	Rip Rap 200lb for Erosion Control	TON	700.00	\$70.00	\$49,000.00	0.00	16.00	16.00	\$0.00	\$1,120.00	0.00	\$1,120.00	\$47,880.00	2.29%
28	Rip Rap 200lb	TON	53.00	\$70.00	\$3,710.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$3,710.00	0.00%
29	Filter Fabric	SY	55.00	\$10.00	\$550.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$550.00	0.00%
30	Concrete Junction Box	EA	1.00	\$3,500.00	\$3,500.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$3,500.00	0.00%

Attachment: Andrew Jackson Circle Improvements- Approval of Pay App No. 3 to Hemphill Construction

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #3

Application Date : 08/08/23

Period From: 06/01/23

Period To: 08/31/23

External Contract No.: ES 16R-8047

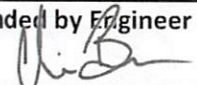
Invoice # : H22110

Contract : H22110- Andrew Jackson Circle Improvements

Item No.	Description of Item	Contract Qty	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complete
31	Utility Allowance	LS	1.00	\$20,000.00	\$20,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$20,000.00	0.00%
	Totals				\$768,322.00				\$116,895.25	\$223,405.25	\$0.00	\$340,400.50	\$425,921.50	44.42%
Grand Totals					\$768,322.00				\$116,895.25	\$223,405.25	\$0.00	\$340,400.50	\$425,921.50	44.42%

Attachment: Andrew Jackson Circle Improvements- Approval of Pay App No. 3 to Hemphill Construction

Contractor's Application for Payment

Owner: Rankin County Board of Supervisors Engineer: Engineering Service Contractor: Hemphill Construction Company, Inc. Project: Gunter Road Improvements Phase One Contract: _____	Owner's Project No.: _____ Engineer's Project No.: 07-R-8043 Contractor's Project No.: _____																								
Application No.: 7 Application Date: 6/16/2023 Application Period: From 2/1/2023 to 3/31/2023																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">1. Original Contract Price</td> <td style="width: 30%; text-align: right;">\$ 3,002,837.84</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$ 3,002,837.84</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td style="text-align: right;">\$ 1,775,381.21</td> </tr> <tr> <td>5. Retainage</td> <td></td> </tr> <tr> <td> a. 5% X \$ 1,772,361.21 Work Completed</td> <td style="text-align: right;">\$ 88,618.06</td> </tr> <tr> <td> b. 5% X \$ 3,020.00 Stored Materials</td> <td style="text-align: right;">\$ 151.00</td> </tr> <tr> <td> c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right;">\$ 88,769.06</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: right;">\$ 1,686,612.15</td> </tr> <tr> <td>7. Less previous payments (Line 6 from prior application)</td> <td style="text-align: right;">\$ 1,228,727.51</td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right;">\$ 457,884.64</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4)</td> <td style="text-align: right;">\$ 1,227,456.63</td> </tr> </table>		1. Original Contract Price	\$ 3,002,837.84	2. Net change by Change Orders	\$ -	3. Current Contract Price (Line 1 + Line 2)	\$ 3,002,837.84	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 1,775,381.21	5. Retainage		a. 5% X \$ 1,772,361.21 Work Completed	\$ 88,618.06	b. 5% X \$ 3,020.00 Stored Materials	\$ 151.00	c. Total Retainage (Line 5.a + Line 5.b)	\$ 88,769.06	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 1,686,612.15	7. Less previous payments (Line 6 from prior application)	\$ 1,228,727.51	8. Amount due this application	\$ 457,884.64	9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 1,227,456.63
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8. Amount due this application	\$ 457,884.64																								
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 1,227,456.63																								
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																									
Contractor: _____ Signature: _____ Date: _____																									
Recommended by Engineer By:  Title: Project Engineer Date: 06/16/2023	Approved by Owner By:  Title: Board President Date: 6/19/2023																								
Approved by Funding Agency By: _____ Title: _____ Date: _____																									

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	Rankin County Board of Supervisors	Owner's Project No.:	
Engineer:	Engineering Service	Engineer's Project No.:	07-R-8043
Contractor:	Hemphill Construction Company, Inc.	Contractor's Project No.:	
Project:	Gunter Road Improvement's Phase One		
Contract:			

Application No.:	7	Application Period:	From	02/01/23	to	03/31/23	Application Date:	06/16/23
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A	B	C	D	E	F	G	H	I	J	K	L
Bld Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bld Item (C X E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (EX G) (\$)				
						Contract Information					
Original Contract											
1	Mobilization	1.00	LS	175,000.00	175,000.00	1.00	175,000.00		175,000.00	100%	-
2	Clearing and Grubbing	1.00	LS	134,220.39	134,220.39	1.00	134,220.39		134,220.39	100%	-
3	Removal of Pipe (All Type and Sizes)	740.00	LF	11.25	8,325.00	311.00	3,498.75		3,498.75	42%	4,826.25
4	Removal of Asphalt	17,500.00	SY	6.25	109,375.00	456.00	2,850.00		2,850.00	3%	106,525.00
5	Remove and Replace Mail Boxes	8.00	Each	225.00	1,800.00	-	-		-	0%	1,800.00
6	Unclassified Excavation	16,000.00	CY	6.85	109,600.00	8,901.88	60,977.88		60,977.88	56%	48,622.12
7	Muck Excavation	5,500.00	CY	10.75	59,125.00	3,200.00	34,400.00		34,400.00	58%	24,725.00
8	Borrow Excavation	12,810.00	CY	16.25	208,162.50	23,884.50	388,123.13		388,123.13	186%	(179,960.63)
9	Excess Excavation	4,000.00	CY	10.75	43,000.00	1,841.00	19,790.75		19,790.75	46%	23,209.25
10	Granular Material (610 Crushed Stone)	10,060.00	Ton	54.60	549,276.00	3,931.26	214,646.80		214,646.80	39%	334,629.20
11	Asphalt Surface Course	1,520.00	Ton	142.00	215,840.00	-	-		-	0%	215,840.00
12	Asphalt Base Course	3,966.00	Ton	120.00	475,920.00	162.09	19,450.80		19,450.80	4%	456,469.20
13	24" RCP Class IV	192.00	LF	90.00	17,280.00	144.00	12,960.00		12,960.00	75%	4,320.00
14	30" RCP Class IV	48.00	LF	106.00	5,088.00	-	-		-	0%	5,088.00
15	36" RCP Class IV	160.00	LF	120.00	19,200.00	72.00	8,640.00		8,640.00	45%	10,560.00
16	42" RCP Class IV	90.00	LF	191.00	17,190.00	96.00	18,336.00		18,336.00	107%	(1,146.00)
17	48" RCP Class IV	280.00	LF	212.00	59,360.00	280.00	59,360.00		59,360.00	100%	-
18	24" RCP Class IV FES	4.00	Each	1,242.00	4,968.00	2.00	2,484.00		2,484.00	50%	2,484.00
19	30" RCP Class IV FES	2.00	Each	1,424.00	2,848.00	-	-		-	0%	2,848.00
20	36" RCP Class IV FES	4.00	Each	2,000.00	8,000.00	2.00	4,000.00		4,000.00	50%	4,000.00
21	42" RCP Class IV FES	4.00	Each	2,767.00	11,068.00	8.00	22,136.00		22,136.00	200%	(11,068.00)
22	48" RCP Class IV FES	6.00	Each	3,249.00	19,494.00	6.00	19,494.00		19,494.00	100%	-
23	22x13 RCAP Class IV	56.00	LF	100.00	5,600.00	56.00	5,600.00		5,600.00	100%	-
24	51x31 RCAP Class IV	304.00	LF	229.00	69,616.00	304.00	69,616.00		69,616.00	100%	-
25	22x13 RCAP Class IV FES	2.00	Each	1,261.00	2,522.00	2.00	2,522.00		2,522.00	100%	-
26	51x31 RCAP Class IV FES	2.00	Each	3,103.00	6,206.00	2.00	6,206.00		6,206.00	100%	-
27	18" HDPE Pipe	100.00	LF	48.00	4,800.00	-	-		-	0%	4,800.00
28	24" HDPE Pipe	180.00	LF	66.50	11,970.00	-	-		-	0%	11,970.00
29	Concrete (Class B Minor Structures)	19.32	CY	1,950.00	37,674.00	-	-		-	0%	37,674.00
30	Reinforcement Steel	1,156.00	Pound	2.00	2,312.00	-	-		-	0%	2,312.00
31	Concrete Driveway	235.33	SY	85.00	20,003.05	-	-		-	0%	20,003.05
32	Traffic Control	1.00	LS	20,000.00	20,000.00	0.45	9,000.00		9,000.00	45%	11,000.00
33	Granular Material (610 Crushed Stone) for Traffic Control	1,500.00	Ton	68.00	102,000.00	3,084.64	209,755.52		209,755.52	206%	(107,755.52)
34	Remove and Reset Granular Material	8,000.00	SY	7.00	56,000.00	-	-		-	0%	56,000.00
35	Construction Staking	1.00	LS	15,000.00	15,000.00	0.20	3,000.00		3,000.00	20%	12,000.00
36	Type III Barricades	6.00	Each	1,450.00	8,700.00	6.00	8,700.00		8,700.00	100%	-
37	Additional Construction Signs	100.00	SF	6.00	600.00	-	-		-	0%	600.00
38	Temporary Traffic Markings (Continuous Yellow)	2.40	Mile	1,260.00	3,024.00	-	-		-	0%	3,024.00
39	Temporary Traffic Markings (Continuous White)	2.80	Mile	1,260.00	3,528.00	-	-		-	0%	3,528.00
40	Temporary Traffic Markings (Detail White)	350.00	LF	1.05	367.50	-	-		-	0%	367.50

Unit Price

EDCC C-620 Contractor's Application for Payment
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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	Rankin County Board of Supervisors	Owner's Project No.:	
Engineer:	Engineering Service	Engineer's Project No.:	07-R-8043
Contractor:	Hemphill Construction Company, Inc.	Contractor's Project No.:	
Project:	Gunter Road Improvements Phase One		
Contract:			

Application No.: 7 Application Period: From 02/01/23 to 03/31/23 Application Date: 06/16/23

A Bid Item No.	B Description	C Contract Information				D Work Completed				I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H+I) (\$)	K % of Value of Item (J/F) (%)	L Balance to Finish (F-J) (\$)
		Item	Quantity	Units	Unit Price (\$)	Value of Bid Item (CX E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (EX G) (\$)					
41	Thermoplastic Edge Stripe (Continuous White 90 Mils)	2.40	Mile		6,087.00	14,608.80	-	-	-	-	-	0%	14,608.80
42	Thermoplastic Traffic Stripe (Continuous Yellow 120 Mils)	2.10	Mile		6,507.00	13,664.70	-	-	-	-	-	0%	13,664.70
43	Thermoplastic Traffic Stripe (Skip Yellow 120 Mils)	0.25	Mile		3,778.00	944.50	-	-	-	-	-	0%	944.50
44	Thermoplastic Detail Marking White	672.00	LF		4.20	2,822.40	-	-	-	-	-	0%	2,822.40
45	Permanent Traffic Signs	170.00	SF		35.00	5,950.00	-	-	-	-	-	0%	5,950.00
46	U Section Sign Post	340.00	LF		27.50	9,350.00	-	-	-	-	-	0%	9,350.00
47	Remove and Relocate Fire Hydrant Assembly	2.00	Each		2,634.00	5,268.00	2.00	5,268.00	-	5,268.00	100%	-	-
48	6" Gate Valve	4.00	Each		1,192.00	4,768.00	2.00	2,384.00	-	2,384.00	50%	-	2,384.00
49	6" C900 Water Main	1,240.00	LF		34.00	42,160.00	1,851.00	62,934.00	-	62,934.00	149%	-	(20,774.00)
50	Reconnect Water Meter	1.00	Each		1,500.00	1,500.00	1.00	1,500.00	-	1,500.00	100%	-	-
51	Connect 6" Water Main	2.00	Each		5,596.00	11,192.00	10.00	55,960.00	-	55,960.00	500%	-	(44,768.00)
52	Connect 2" Water Main	2.00	Each		2,367.00	4,734.00	-	-	-	-	-	0%	4,734.00
53	Utility Allowance	1.00	LS		75,000.00	75,000.00	1.18	72,400.00	-	72,400.00	97%	-	2,600.00
54	Temporary Silt Fence	15,000.00	LF		2.95	44,250.00	9,961.00	29,384.95	-	29,384.95	66%	-	14,865.05
55	Temporary Wattles	2,500.00	LF		4.85	12,125.00	816.00	3,957.60	-	3,957.60	33%	-	8,167.40
56	Temporary Seeding	15.30	Acre		880.00	13,464.00	0.55	484.00	-	484.00	4%	-	12,980.00
57	Vegetative Material for Mulch	30.60	Ton		275.00	8,415.00	-	-	-	-	-	0%	8,415.00
58	Temporary Rip Rap for Erosion Control	500.00	Ton		89.25	44,625.00	96.10	8,576.63	-	8,576.63	19%	-	36,048.37
59	Seeding	15.30	Acre		880.00	13,464.00	-	-	-	-	-	0%	13,464.00
60	Rip Rap 200lb	250.00	Ton		85.00	21,250.00	25.75	2,188.75	-	2,188.75	10%	-	19,061.25
61	Filter Fabric for Rip Rap	255.00	SF		4.00	1,020.00	2,099.88	8,399.44	-	8,399.44	823%	-	(7,379.44)
62	Geotextile Fabric	5,700.00	SF		2.00	11,400.00	2,077.76	4,155.52	-	4,155.52	36%	-	7,244.48
63	Concrete for Paved Ditches	12.00	CY		1,100.00	13,200.00	-	-	-	-	-	0%	13,200.00
64	Geotextile Ditch Liner	1,200.00	SF		3.00	3,600.00	-	-	-	-	-	0%	3,600.00
Original Contract Totals:					\$	3,002,837.84		\$ 1,772,361.21	\$	-	\$ 1,772,361.21	59%	\$ 1,230,476.63

Contractor's Application for Payment

Owner:	Rankin County Board of Supervisors	Owner's Project No.:	
Engineer:	Engineering Service	Engineer's Project No.:	07-R-8043
Contractor:	Hemphill Construction Company, Inc.	Contractor's Project No.:	
Project:	Gunter Road Improvements Phase One		
Contract:			

Application No.:	7	Application Period:	From	02/01/23	to	03/31/23	Application Date:	06/16/23
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A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H+I) (\$)	% of Value of Item (J/ F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (CXE) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (EX G) (\$)				
Change Orders											
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Stored Materials Summary

Contractor's Application for Payment

Owner: Rankin County Board of Supervisors						Owner's Project No.: 07-R-8043						
Engineer: Engineering Service						Engineer's Project No.:						
Contractor: Hemphill Construction Company, Inc.						Contractor's Project No.:						
Project: Gunter Road Improvements Phase One												
Contract:												
Application No.: 7												
Application Period: From 02/01/23 to 03/31/23												
Application Date: 06/16/23												
A	B	C	D	E	F	G	H	I	J	K	L	M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work			Materials Remaining in Storage (I-L) (\$)
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)	
15	9893	1	36" RCP, Class IV				604.00	604.00	604.00		604.00	-
17	9893	1	48" RCP, Class IV				6,096.00	6,096.00	6,096.00		6,096.00	-
16	9888	1	42" RCP, Class IV				776.00	776.00		776.00	776.00	-
17	9888	1	48" RCP, Class IV				6,096.00	6,096.00	6,096.00		6,096.00	-
16	9872	1	42" RCP, Class IV				776.00	776.00		776.00	776.00	-
17	9872	1	48" RCP, Class IV				6,096.00	6,096.00	6,096.00		6,096.00	-
16	9877	1	42" RCP, Class IV				776.00	776.00		776.00	776.00	-
17	9877	1	48" RCP, Class IV				6,096.00	6,096.00	6,096.00		6,096.00	-
16	9883	1	42" RCP, Class IV				776.00	776.00		776.00	776.00	-
17	9883	1	48" RCP, Class IV				6,096.00	6,096.00	6,096.00		6,096.00	-
15	9898	1	36" RCP, Class IV				1,812.00	1,812.00	1,812.00		1,812.00	-
17	9898	1	48" RCP, Class IV				5,080.00	5,080.00		5,080.00	5,080.00	-
13	9905	1	24" RCP, Class IV				960.00	960.00	960.00		960.00	-
15	9904	1	36" RCP, Class IV				6,040.00	6,040.00	3,020.00		3,020.00	3,020.00
16	9901	1	42" RCP, Class IV				6,208.00	6,208.00		6,208.00	6,208.00	-
22	9931	1	48" FES, Class IV				9,000.00	9,000.00	9,000.00		9,000.00	-
								-	-	-	-	-
								-	-	-	-	-
								-	-	-	-	-
Totals						\$ -	\$ 63,288.00	\$ 63,288.00	\$ 45,876.00	\$ 14,392.00	\$ 60,268.00	\$ 3,020.00

FULL, FINAL AND ABSOLUTE RELEASE

FOR AND IN CONSIDERATION of the total sum of **Two Thousand One Hundred and Fifty-Four and 51/100ths Dollars (\$2,154.51)**, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **Rankin County, Mississippi, By and Through the Rankin County Board of Supervisors**, does hereby forever release, acquit and discharge **Kimberly Ann Mulkey, Government Employees Insurance Company**, and their agents, adjusters, servicing agencies, servants, officers, directors, employees, employers, representatives, heirs, insureds, owners, affiliates, subsidiaries, insurers, successors and assigns (sometimes all of which are hereinafter referred to as "Releasees") and any and all other persons, firms, organizations, entities and corporations who are or who might be liable to the undersigned, from any and all claims for property damage, loss of use, subrogation or diminution in value, arising out of and related to the motor vehicle accident that occurred on **April 16, 2022**, and as more specifically set forth in the lawsuit styled *Rankin County, Mississippi, By and Through the Rankin County Board of Supervisors vs. Kimberly Ann Mulkey*" filed in the County Court of Rankin County, Mississippi, bearing cause number 23-740, which allegations are incorporated herein by reference along with all damages resulting therefrom.

It is understood and agreed that this Release covers all claims for property damage, loss of use, subrogation or diminution in value which arose out of or in any manner were connected with the herein above-described accident, including, but not limited to, loss of profits, penalties, expert witness fees, attorney's fees, statutory penalties, subrogation claims, liens, assignments, compensatory damages and/or punitive damages, related thereto, whether known or unknown, and whether they have yet developed or not, and all damages which may arise therefrom.

The undersigned declares and represents that in making this Release and agreement it relies wholly on its own judgment, belief and knowledge as to the nature, extent and duration of the damages as well as to the liability questions involved, and that it has relied upon the counsel of its attorney, **Craig L. Slay, Esq. and Palmer & Slay, PLLC**, and that it has not been influenced in any extent whatsoever in entering into this settlement by any representations or statements concerning the liability questions or any other matters made by the persons, firms, organizations or corporations who are hereby released or from any person or persons other than itself and its attorney.

The undersigned hereby agrees, promises, covenants and warrants that the undersigned, **Rankin County, Mississippi, By and Through the Rankin County Board of Supervisors**, is the only person or entity with any interest (by ownership or otherwise) in the property described in the aforementioned lawsuit. Further, for the consideration named herein, the undersigned agrees, promises and covenants not to institute, participate in, file or assert any other suit, action or claim against any of the Releasees named herein for damages of any kind whatsoever resulting or to result in any manner from the aforesaid matters that have been asserted in the aforementioned lawsuit.

The undersigned does hereby for itself, its agents, heirs, executors, representatives, lienholders, subrogors, subrogees, transferees, administrators, successors and assigns, agrees and covenants with the Releasees to indemnify, save and hold said Releasees harmless from any and all claims, judgments, subrogation claims, liens, assignments, suits, demands, damages, costs, loss of services, fees, expenses, bills and/or compensation on account of or in any way relating to the aforesaid matters and any damages resulting therefrom.

In further consideration of the foregoing payment, the undersigned agrees, covenants and warrants that there has been no transfer, lien, subrogation, encumbrance, mortgage or assignment

of any rights or claims in the premises to any person or entity not joining in this *Full, Final and Absolute Release* including, but not limited to, any lending institution, and/or any other governmental agency, any public or private business and/or any other insurance carrier. The undersigned warrants and covenants that it has the full power and authority to fully and completely discharge the Releasees herein from all claims and liability which has arisen or may arise on account of said matters, incidents or occurrences referred to above and all damages resulting therefrom as set forth in the aforementioned lawsuit.

The undersigned understands that the payment of the sum aforesaid, which is the consideration of and for this settlement and *Full, Final and Absolute Release*, is being paid in the spirit of compromise of a doubtful and disputed claim and the undersigned understands and agrees that Releasees have not admitted any liability in the premises but have expressly denied, and continue to deny, all charges of liability, negligence and wrongdoing.

And since the purpose of this settlement is to end this matter forever, the undersigned agrees, covenants and warrants that should it develop that there are any errors or mistakes, whether mutual or unilateral, which cause this *Full, Final and Absolute Release* to be defective or which cause the release of Releasees to be defective or less than full and complete, the undersigned will execute any and all instruments and do any and all things necessary to effectuate a full, final and complete release of Releasees and all others having any liability in the premises.

It is further understood and agreed that as a part of this settlement, the lawsuit styled "***Rankin County, Mississippi, By and Through the Rankin County Board of Supervisors vs. Kimberly Ann Mulkey***" filed in the County Court of Rankin County, Mississippi, bearing cause number 23-740, will be dismissed, with prejudice, with each party to bear their own costs.

This Release contains the entire agreement between the parties hereto and the terms of this Release are contractual and not a mere recital and this Release shall be binding on the undersigned and its agents, heirs, executors, administrators, representatives, lienholders, subrogees, transferees, successors and assigns. The undersigned further states that it has carefully read the foregoing *Full, Final and Absolute Release*, having had the benefit of discussing this instrument with its counsel, and that it fully understands and agrees to each and every term and condition cited herein and intends to be legally bound thereby as evidenced by its signature below.

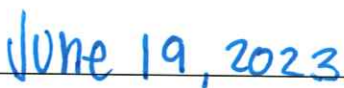
The undersigned agrees that this *Full, Final and Absolute Release* shall be governed in all respects by the laws of the State of Mississippi.

The undersigned agrees that a copy of the Release has the same effect as the original.

IN WITNESS WHEREOF, and intending to be legally bound hereby under all applicable law, the undersigned has executed this *Full, Final and Absolute Release* on the date indicated beneath its signature below.



 RANKIN COUNTY, MISSISSIPPI, BY AND
 THROUGH THE RANKIN COUNTY
 BOARD OF SUPERVISORS



 DATE

STATE OF MISSISSIPPI

COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Steve Gaines, who, having been by me first duly sworn, stated on his/her oath that he/she is Board President of Rankin County, Mississippi, By and Through the Rankin County Board of Supervisors, and that he/she signed, executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for the purposes therein stated, after having first had an opportunity to discuss the terms and conditions of said *Full, Final and Absolute Release* with counsel, and having understood the meaning and content of said *Full, Final and Absolute Release* and acknowledging that the facts and matters therein are true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 19 day of June, 2023.



LARRY SWALES
RANKIN CO. CHANCERY CLK.

By: [Signature], D.C.
Notary Public

My commission expires:

My Commission Expires Jan. 6, 2024



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
6/13/2023

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 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 Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114		CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com	
INSURED Ingram Enterprises, Inc. dba Fireworks Over America 3010 North Ingram Drive Springfield MO 65803		INSURER(S) AFFORDING COVERAGE INSURER A : Everest Indemnity Insurance Co. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC # 10851	

COVERAGES

CERTIFICATE NUMBER: 1509514245

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$2500 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☒ LOC			S18GL00655-221	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
 Stand Owner, Property Owner and Others listed below are named additional insured's.

Property Owner: Roy Nichols
 Additional Insured: Roy Nichols
 Location: 3962 A Hwy 468 Pearl MS 39208
 Operating Dates: June 15, 2023 thru July 15, 2023

CERTIFICATE HOLDER
CANCELLATION

Roy Nichols
 3970 Hwy 43 N
 Brandon MS 39047

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

AUTHORIZED REPRESENTATIVE

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**RESOLUTION ADOPTING AMENDMENT TO RANKIN COUNTY LOCAL NONHAZARDOUS
SOLID WASTE MANAGEMENT PLAN FOR MAINTENANCE SYSTEMS, INC.
BIOSOLID LAND APPLICATION SITES**

WHEREAS, the Rankin County Board of Supervisors has received a completed request for amendment to the Local Nonhazardous Solid Waste Management Plan from Maintenance Systems, Inc. to allow addition of 3 sites for disposal of biosolids from municipal wastewater treatment systems. Site 1 is located at 210 Diamond D Rd. Brandon and includes a 280-acre disposal area within an 858-acre property. Site 2 is located at 126 Boyd Ln. Lena and includes a 198-acre disposal area within a 325-acre property. Site 3 is located at 521 Loflin Rd. Florence and includes a 230-acres disposal area within a 526-acre property. A copy of the completed request for amendment received from Maintenance Systems, Inc. is attached hereto as Exhibit "A."

WHEREAS, the Rankin County Board of Supervisors has reviewed Maintenance System Inc.'s application, along with its Demonstration of Need, and after a preliminary review and consideration, determined that there is a need to include sites for landfarming biosolids as proposed by Maintenance Systems, Inc.

WHEREAS, a public comment period was set beginning March 15, 2023 and continuing through June 5, 2023, and a public hearing was held June 5, 2023. Notice of the public comment period and public hearing was published in the Rankin County News on May 24, 2023 and May 31, 2023. A copy of the Proof of Publication for said public comment period and public hearing is attached hereto as Exhibit "B."

WHEREAS, a copy of the amendment request and related documentation was placed at the Rankin County Board of Supervisors Office, Rankin County Courthouse Annex, Suite A, 211 East Government Street, Brandon, Mississippi 39042, for review by the public throughout the public comment period.

WHEREAS, certified letters providing notification of the public comment period and public hearing were sent to the Board of Supervisors of each county adjacent to Rankin County. Copies of the letters and certified mail receipts are attached hereto as Exhibit "C."

WHEREAS, all required notices regarding adoption of the requested amendment to the Rankin County Local Nonhazardous Solid Waste Management Plan were delivered in accordance with law.

WHEREAS, the public was afforded the opportunity to present written questions, concerns and comments to the office of the Rankin County Board of Supervisors during the public comment period and to present questions, concerns or comments in person at the June 5, 2023 public hearing. No written questions, concerns or comments were received and no questions, concerns or comments were received at the public hearing.

WHEREAS, the Rankin County Board of Supervisors finds no objections to approval of the request for amendment to the Local Nonhazardous Solid Waste Management Plan. The Rankin County Board of Supervisors further finds that the applicant's Demonstration of Need adequately and sufficiently demonstrates a need for the proposed facility and that said Demonstration of Need should be adopted by Rankin County as its Determination of Need per Miss. Code Ann. § 17-17-227.

NOW, THEREFORE, BE IT RESOLVED by the Rankin County Board of Supervisors that the amendment to the Rankin County Local Nonhazardous Solid Waste Management Plan attached hereto as Exhibit "A" is hereby adopted with formal request to be made to the Mississippi Department of Environmental Quality for review and consideration of the amendment.

SO RESOLVED and made effective this the 19th day of June 2023.

Steve Gaines

STEVE GAINES, PRESIDENT

ATTEST:

Larry Swales

CHANCERY CLERK

my: C. Hoober





BOARD OF SUPERVISORS

"Government of the People"

211 E. Government St., Suite A
Brandon, Mississippi 39042

Telephone: (601) 825-1475
Fax: (601) 825-9600

June 19, 2023

INVOICE

Maintenance Systems, Inc.
c/o Richard Rula
1858 US Highway 49
Florence, MS 39073

Re: Reimbursement for County Expenses Associated with Amending County Solid
Waste Management Plan

Remit Payment to:

Rankin County, Mississippi
c/o Wanda Martin
211 East Government Street, Suite A
Brandon, MS 39042
EIN: 64-6001025

Total Due: \$7,500.00



Data Systems Management, Inc.

Software Rental and Services Agreement

This Agreement pertains to all Software Rental and Services that are accepted by the Customer via a specific QUOTE submitted by Data System Management, Inc., (hereafter referred to as DSM), and any attached schedule of Software Rental and Services.

- 1 Software enhancements and upgrades that we offer to the existing software will be made available for no additional charge.
- 2 All programming and functionality added to DSM installed software as a result of Normal State Agency Mandated Changes governed by law and which the local government has to comply will be completed at no charge. Training and on-site installation charges, if required, will be billed at DSM's prevailing rates.
- 3 Prescribed changes, recommended by the State, but not mandated, are not covered by the software rental support agreement and optionally may be provided for an additional fee.
- 4 Data file integrity is the responsibility of the client. Errors which result in incorrect data will be corrected by the client. Data Correction services perform by DSM will be billed at DSM's prevailing rates. Data is exclusively the property of the Customer and DSM retains no proprietary rights to the data.
- 5 DSM will respond to any notification of a defective Program within twenty-four (24) hours of notice from Customer and provide reasonable attempts to fix the defect at no additional charge.
- 6 Customer agrees that all Programs are of a size, design, capacity and manufacture selected by them, and that they are satisfied that the Programs are suitable for their purposes. The Customer further accepts responsibility for the management and ongoing operations of the rental software programs. DSM makes no express warranties or representation, oral or written, nor shall it be deemed to have made any such express warranties or representations, as to the condition of or as to the quality or capacity of the Programs, or as to the material or workmanship in the Programs.
- 7 Customer acknowledges and agrees that the Programs are copyrighted and contain trade secrets and proprietary information owned by DSM. As an express condition of DSM's entering into this Agreement, Customer hereby agrees as follows:
 1. Customer shall not reverse engineer, copy, modify or distribute the Programs or any portion thereof;
 2. Customer shall take all reasonable steps to insure that the Programs, and the trade secrets and proprietary information contained therein, are not disclosed to any person other than Customer's employees, consultants or agents (if any) who have a need for access to the Programs in order to permit Customer to use the Programs as authorized herein;
 3. Customer shall not remove any copyright, trade secret or other proprietary protection legends or notices from the Programs.

Customer acknowledges that its breach of its covenants and obligations of this section shall cause irreparable harm and significant injury to DSM, which may be impossible to ascertain. Accordingly, Customer agrees that DSM shall have, in addition to any other rights and remedies available to it, the right to seek an immediate injunction enjoining any breach of this section, and Customer further agrees that DSM shall be entitled to recover reasonable attorney's fees and court costs expended in connection with any litigation initiated to enforce the provisions of this section. The covenants and obligations of Customer specified in this section shall survive the expiration or termination of this Agreement.



Data Systems Management, Inc.



- 8 Without the prior written consent of DSM, Customer shall not sell, assign, license, pledge or otherwise transfer, whether voluntarily or by operation of law, any of its rights under this Agreement or in and to the Programs.
- 9 If any taxes, assessments or other governmental charges (including penalties and interest) are levied or assessed
 1. upon the interest of the Customer in the Programs or upon the use or operation thereof or on the earnings arising therefrom, or
 2. against DSM on account of its acquisition or ownership of the Programs or any part thereof, or the use or operation thereof, or the licensing thereof to Customer, or the fee herein provided for or the earnings arising therefrom, (exclusive, however, of any taxes based on net income of DSM);
 then Customer shall promptly pay all such taxes, assessments and charges so levied and assessed. Customer shall file, on behalf of DSM, all required tax returns and reports concerning the Programs with all appropriate governmental agencies, and within not more than forty-five (45) days after the due date of such filing shall send DSM's confirmation of such filing in form satisfactory to DSM.
- 10 Customer shall be in default under this Agreement upon the happening of any of the following events or conditions:
 1. Customer's failure to pay when due any rent or other amount due hereunder within thirty (30) days after the due date.
 2. Customer's default in performing any other term, covenant, or condition hereof or under any other agreement between DSM and Customer if such default is not cured within thirty (30) days after written notice thereof;
 3. Any warranty, representation or statement made or furnished to DSM by or on behalf of Customer proves to have been false in any material respect when made or furnished;
 4. Any event which results in the acceleration of the maturity of the indebtedness of Customer to others under any indenture agreement or undertaking;
 5. Loss, theft, damage, destruction, sale or encumbrance to or of any of the Programs, or the making of any levy, seizure or attachment thereof or thereon;
 6. Dissolution, termination of existence, insolvency, business failure, appointment of a receiver of a part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency law by or against Customer.



Data Systems Management, Inc.



- 11 DSM shall give Customer thirty (30) days written notice of any default before enforcing the remedies contained herein. Upon the expiration of the 30 days after such notice is given, DSM shall have the right to exercise any one or more of the following remedies:
1. declare due, sue for and recover all unpaid amounts due under this Agreement
 2. require Customer to promptly deliver all copies of Programs and Updates
 3. repossess Programs and Updates without notice or legal process or liability for trespass, using all force necessary and permitted by law.

The remedies specified herein are not intended to be exclusive. All rights and remedies specified herein are in addition to others conferred on DSM by law or equity. The remedies granted hereunder to DSM upon default of Customer shall be cumulative in nature and no waiver thereof shall act as a waiver of any subsequent default.

- 12 1. Modification and waiver. The waiver, amendment or modification of any right, power or remedy under this Agreement shall not be effective unless in writing and signed by an authorized representative of the party against whom enforcement of such waiver, amendment or modification is sought. No waiver of any breach or violation of this Agreement shall constitute a waiver of any other breach or violation of this Agreement, or of any other provisions hereof.

2. Governing Law. This Agreement is made in the State of Mississippi and is to be governed and construed in accordance with the laws of that state.

3. Severability. In the event that any provision of this Agreement shall be determined to be illegal or otherwise unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

4. Notices. Any notices or demands permitted or acquired to be given herein shall be deemed given when deposited in the United States mail, first class postage prepaid, at the addresses set forth in the attached Schedules, or to such other address as a party may hereafter substitute by written notice given in the manner prescribed in this section.

5. Attorney's fees. In the event that any action or proceeding is brought in connection with this Agreement, the prevailing party herein shall be entitled to recover its cost and reasonable attorney's fees following a final judgement.

- 13 This Agreement shall remain in force and effect from and after the effective date hereof unless and until terminated in accordance with the terms and provisions hereof. Notwithstanding anything herein to the contrary, and from or after June 18, 2024, Customer shall have the unconditional right to terminate this Service Agreement upon the giving of thirty days' written notice to DSM. Any obligations set forth herein incurred by Customer preceding the date of written termination shall be paid to DSM notwithstanding termination of the Agreement.

Accepted By:
Title:

Steve Maines
Board President
Rankin County

Date:

6-19-2023

Accepted By:
Title:

Data Systems Management, Inc.

Date:



Data Systems Management, Inc.



PROPOSAL

Date: June 19, 2023

1.3

Delta to DSM Conversion

To: Rankin County

From:

Data Systems Management, Inc.

STATEMENT OF WORK

A Turn-Key Conversion of Existing Delta applications to DSM

DSM will install, support and train personnel and maintain the listed DSM software solutions. DSM will convert current & historical data from the existing installed Delta Computer Systems, Inc software solution to Data Systems Management, Inc Software Solutions.

Item	Initial Cost	Fee/Month	GO LIVE
1 ProntoCOURT	n/c	\$870	Oct 23
2 ProntoTAX - Assessor	\$8,960	\$1,850	Oct 23
Discount	-\$2,000		
3 ProntoTAX - Collector	\$11,200	\$2,450	Oct 23
Discount	-\$4,000		
4 ProntoTIME Payroll	\$7,840	\$1,180	Jan 24
Discount	-\$2,000		
5 ProntoFIN Financials	\$7,840	\$870	Jan 24
Discount	-\$2,000		
INITIAL COST	\$35,840	\$7,220	
Total Discount	-\$10,000		
TOTAL COST	\$25,840	\$7,220	

B Implementation of Additional Advanced DSM County Government Applications

Item	Initial Cost	Fee/Month	GO LIVE
1 ProntoTIME Time & Attendance	\$2,240	\$980	Jan 24
2 ProntoTIME Intelligent TimeCLOCK (18)	\$17,640	\$360	Jan 24
3 ProntoTIME Mobile Text Punch (20)		\$100	Jan 24
4 ProntoTIME Employee Portal	\$1,120	\$280	Jan 24
5 ProntoCOURT Barcode Scanning	\$2,520	\$250	Oct 23
6 ProntoDMS Document Management	\$2,240	\$300	Sep 23
TOTAL COST	\$25,760	\$2,270	

PRICE SUMMARY

One Time Cost
\$51,600

Ongoing Monthly Cost
\$9,490

Al Theriot
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al@altheriot.com

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601-925-6270 www.dsmgov.com

Alan Smith
601-925-6287
asmith@dsmhospital.com



Data Systems Management, Inc.



QUOTE

Date: June 19, 2023

A1.3 ProntoCOURT

To: Rankin County

From: Data Systems Management, Inc.

STATEMENT OF WORK

Implementation of ProntoCOURT

DSM will install, support and train personnel and maintain the listed DSM software solutions. DSM will convert data in the existing Court System to the new ProntoCOURT Software.

1. ProntoCOURT Standard Applications

Item	Fee/Month	One-Time Cost
1 Criminal Application	\$300	
2 Civil Application	\$200	
3 Bond System	\$110	
4 Bookkeeping	\$110	
5 E-Citation	\$100	
6 Judge, Sheriff, Prosecutor, Public Portal	\$50	
7 Installation		n/c
8 Classroom Training		n/c
9 Data Conversion		n/c
TOTAL	\$870	

2. ProntoCOURT Barcode Imaging Application

Item	Qty	Fee/Month	One-Time Cost
1 Barcode Imaging	1	\$250	
2 Kofax Express Software, one Year Maintenance requires minimum 16GB memory Windows 10 PC	1		\$700
3 Brother ADS 40ppm Desktop Scanner	1		\$700
4 Estimated Training & Installation			\$1,120
TOTAL		\$250	\$2,520

Terms & Conditions

Net 30 days billed monthly. Freight charges, out of pocket travel and living expenses, and training, installation, and conversion day charges will be billed as incurred. Additional days may be required. Prices are valid for 120 days. A 90 day written notice is required for discontinuance.

DSM software is developed, sold and distributed exclusively by Data Systems Management. Data Systems Management maintains all copyright privileges for our programs. Support and maintenance for these products is provided exclusively by Data Systems Management. There are no agents or dealers authorized to represent these products and no division of "DSM" has any right of sub-license to make a similar or competing products.

All software and services are subject to the terms and conditions of the existing DSM software support agreements.

Accepted By:
Rankin County

Date:
Purchase Order:

Submitted By: Al Theriot, Data Systems Management, Inc. Marketing Manager

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504-909-9387
al@altheriot.com

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601-925-6270 www.dsmgov.com

Tommy Davis
601-925-6281
tdavis@datasysmgt.com



Data Systems Management, Inc.



QUOTE

Date: June 19, 2023 **A2.3** **ProntoTAX – Assessor**
To: Rankin County **From:** Data Systems Management, Inc.

STATEMENT OF WORK

Implementation of ProntoTAX - Assessor Software

DSM will install, support and train personnel and maintain the listed DSM software solutions. DSM will convert data in the existing Tax Assessor software system to the new ProntoTAX Software.

SOFTWARE LICENSE & SUPPORT

Item	Description	Fee/Month
1	dsm-rpa Real Property Appraisal	\$700
2	dsm-ppa Personal Property Appraisal	\$350
3	dsm-mh Mobile Home Assessment	\$220
4	dsm-sri Sales Ratio / Index	\$120
5	dsm-map Tri-State Interface Mapping	\$230
6	dsm-apex Apex Sketching Interface	\$230

LICENSE SOFTWARE TOTAL **\$1,850**

ESTIMATED TRAINING, INSTALLATION & CONVERSION

Item	Qty	Price/Day	Ext. Price
1	Estimated Days for Tax Assessor & APEX	5	\$1,120
2	TAX Data Conversion	3	\$1,120
2.1	Discount		-\$2,000
TOTAL			\$6,960

Terms & Conditions

Net 30 days billed monthly. Freight charges, out of pocket travel and living expenses, and training, installation, and conversion day charges will be billed as incurred. Additional days may be required. Prices are valid for 120 days. A 90 day written notice is required for discontinuance.

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All software and services are subject to the terms and conditions of the existing DSM software support agreements.

Accepted By: Steve Maines **Date:** 6-19-2023
Rankin County **PO #:** _____

Submitted By: Al Theriot, Marketing Manager, Data Systems Management, Inc.

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504-909-9387
al@altheriot.com

1505 Clinton Business Park Drive
Clinton, MS 39056
601-925-6270 www.dsmgov.com

Alan Smith
601-925-6287
asmith@dsmsupport.com



Data Systems Management, Inc.



QUOTE

Date: June 19, 2023

A3.3

ProntoTAX – Collector

To: Rankin County

From:

Data Systems Management, Inc.

STATEMENT OF WORK

Implementation of ProntoTAX - Collector Software

DSM will install, support and train personnel and maintain the listed DSM software solutions. DSM will convert data in the existing Tax Collector software system to the new ProntoTAX Software.

SOFTWARE LICENSE & SUPPORT

Item	Description	Fee/Month
1	dsm-rps Real Property Settlement	\$700
2	dsm-pps Personal Property Settlement	\$350
3	dsm-pvl Privilege License	\$130
4	dsm-mar Marvin Retrieval & Settlement	\$160
5	dsm-uti Public Utilities	\$110
6	dsm-cj Tax Office Cash Journal	\$140
7	dsm-air Aircraft Registration	\$90
8	dsm-sw Solid Waste	\$190
9	dsm-mr Miscellaneous Receipts	\$120
10	dsm.wtr Web Tax Inquiry Real	\$290
11	dsmgov.wtp Web Tax Inquiry Personal	\$100
12	dsmgov.wtm Web Tax Inquiry Mobile	\$70

LICENSE SOFTWARE TOTAL

\$2,450

ESTIMATED TRAINING, INSTALLATION & CONVERSION

Item	Qty	Price/Day	Ext. Price
1	Estimated Days for Tax Collector	5	\$1,120
2	TAX Data Conversion	3	\$1,120
3	Payment Processor Interface	2	\$1,120
3.1	Discount		-\$4,000

TOTAL

\$7,200

Terms & Conditions

Net 30 days billed monthly. Freight charges, out of pocket travel and living expenses, and training, installation, and conversion day charges will be billed as incurred. Additional days may be required. Prices are valid for 120 days. A 90 day written notice is required for discontinuance.

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Accepted By:

Rankin County

Date:

PO #:

Submitted By:

Al Theriot, Marketing Manager, Data Systems Management, Inc.

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504-909-9387
al@altheriot.com

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Clinton, MS 39056
601-925-6270 www.dsmgov.com

Alan Smith
601-925-6287
asmith@dsmhospital.com



Data Systems Management, Inc.



QUOTE

Date: June 19, 2023 **A4.3** **ProntoTIME Payroll, TA, TimeCLOCKS**

To: Rankin County **From:** Data Systems Management, Inc.

ProntoTIME Payroll, Time & Attendance, TimeCLOCKS

STATEMENT OF WORK

Implementation of ProntoTIME Payroll, Time & Attendance, TimeCLOCKS

DSM will install, support and train personnel and maintain the listed DSM software solutions. DSM will convert data in the existing payroll system to the new Payroll. The TimeCLOCKS will be installed, tested, and pre-configured with the DSM software at our Clinton, MS office and then shipped to customer site. Installation of the TimeCLOCKS to be performed by the County.

SOFTWARE LICENSE & SUPPORT

	Item	Description	Fee/Month
1	dsmgov-pr	ProntoTIME Payroll	\$1,180
2	dsmgov-ta	ProntoTIME Time & Attendance	\$980
3	prontoportal	ProntoTIME Employee Portal	\$280
LICENSE SOFTWARE TOTAL			\$2,440

ESTIMATED TRAINING, INSTALLATION & CONVERSION

	Item	Qty	Price/Day	Ext. Price
1	Estimated Days for Payroll	3	\$1,120	\$3,360
2	Estimated Days for Time & Attendance	2	\$1,120	\$2,240
3	Estimated Days for Employee Portal	1	\$1,120	\$1,120
4	Payroll Data Conversion	4	\$1,120	\$4,480
	Discount			-\$2,000
TOTAL				\$9,200

HARDWARE & SERVICES

	Item	Qty	Price/Each	Fee/Month	Ext. Price
1	ProntoTIME Intelligent TimeCLOCK (\$20/mo per clock software support fee)	18	\$980	\$360	\$17,640
	ProntoTIME Mobile Text Punch (\$5/mo per user)	20		\$100	
HARDWARE & SERVICES TOTAL				\$460	\$17,640

PRICE SUMMARY

One Time Cost	Ongoing Monthly Cost
\$26,840	\$2,900

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asmith@dsmhospital.com



Data Systems Management, Inc.



Terms & Conditions

Net 30 days billed monthly. Freight charges, out of pocket travel and living expenses, and training, installation, and conversion day charges will be billed as incurred. Additional days may be required. Prices are valid for 120 days. A 90 day written notice is required for discontinuance.

DSM will test and configure the TimeCLOCK and deliver to the customer. Physical installation, internet network connectivity, power, and battery backup of the TimeCLOCK is the responsibility of the customer. The Monthly Support Fee provides for the support of the ProntoTIME application software executing on the device and does not cover hardware malfunction. The ordering of a spare TimeCLOCK is recommended.

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All software and services are subject to the terms and conditions of the existing DSM software support agreements.

Accepted By:

Steve Gaines

Rankin County

Date:

PO #:

6/19/2023

Submitted By:

Al Theriot, Marketing Manager, Data Systems Management, Inc.

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Data Systems Management, Inc.



QUOTE

Date: June 19, 2023

A5.3

ProntoFIN - Financials

To: Rankin County

From:

Data Systems Management, Inc.

STATEMENT OF WORK

Implementation of ProntoFIN Financial Software

DSM will install, support and train personnel and maintain the listed DSM software solutions. DSM will convert data in the existing Financial software system to the new ProntoFIN Software.

SOFTWARE LICENSE & SUPPORT

Item	Description	Fee/Month
1 dsm-gl	General Ledger	\$350
2 dsm-ap	Accounts Payable	\$200
3 dsm-po	Purchase Orders	\$150
4 dsm-rq	Purchase Requisitions	\$70
5 dsm-fa	Fixed Assets	\$100

LICENSE SOFTWARE TOTAL

\$870

ESTIMATED TRAINING, INSTALLATION & CONVERSION

Item	Qty	Price/Day	Ext. Price
1 Estimated Days for Financials	5	\$1,120	\$5,600
2 Financial Data Conversion	2	\$1,120	\$2,240
Discount			-\$2,000
TOTAL			\$5,840

Terms & Conditions

Net 30 days billed monthly. Freight charges, out of pocket travel and living expenses, and training, installation, and conversion day charges will be billed as incurred. Additional days may be required. Prices are valid for 120 days. A 90 day written notice is required for discontinuance.

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All software and services are subject to the terms and conditions of the existing DSM software support agreements.

Accepted By:

Rankin County

Steve Haines

Date:

PO #:

6/19/2023

Submitted By:

Al Theriot, Marketing Manager, Data Systems Management, Inc.

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al@altheriot.com

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Alan Smith
601-925-6287
asmith@dsmsmhospital.com



Data Systems Management, Inc.



QUOTE

Date: June 19, 2023 **B6.3** **ProntoDMS Document Management**
To: Rankin County **From:** Data Systems Management, Inc.

STATEMENT OF WORK

ProntoDMS Document Management System

- 1 DSM will install, support the listed DSM software solutions. The solution provides the ability to upload, search, and store files in a secure cloud server & supports unlimited private & public users

SOFTWARE LICENSE & SUPPORT

	Item	Description	Fee/Month
1	dms.300	ProntoDMS 300GB Storage Edition	\$300
2	dms.10GB	Additional storage available for \$10/month per 10GB (Storage estimate of 10,000 pdf docs per 1 GB)	

LICENSE SOFTWARE TOTAL

\$300

ESTIMATED TRAINING, INSTALLATION & CONVERSION

	Item	Qty	Price/Day	Ext. Price
1	Estimated Days for Training & Installation	2	\$1,120	\$2,240

Terms & Conditions

Net 30 days billed monthly. Freight charges, out of pocket travel and living expenses, and training, installation, and conversion day charges will be billed as incurred. Additional days may be required. Prices are valid for 120 days. A 90 day written notice is required for discontinuance.

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All software and services are subject to the terms and conditions of the existing DSM software support agreements.

Accepted By:

Steve Haines
Rankin County

Date:

PO #:

6/19/2023

Submitted By: Al Theriot, Marketing Manager, Data Systems Management, Inc.

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MISSISSIPPI DEPARTMENT OF
ENVIRONMENTAL QUALITY

LARGE CONSTRUCTION NOTICE OF INTENT (LCNOI) FOR COVERAGE UNDER THE LARGE CONSTRUCTION STORM WATER GENERAL NPDES PERMIT

INSTRUCTIONS

The Large Construction Notice of Intent (LCNOI) is for coverage under the Large Construction General Permit for land disturbing activities of five (5) acres or greater; or for land disturbing activities, which are part of a larger common plan of development or sale that are initially less than five (5) acres but will ultimately disturb five (5) or more acres. Applicant must be the owner or operator. For construction activities, the operator is typically the prime contractor. The owner(s) of the property and the prime contractor associated with regulated construction activity on the property have joint and severable responsibility for compliance with the Large Construction Storm Water General Permit MSR10.

If the company seeking coverage is a corporation, a limited liability company, a partnership, or a business trust, attach proof of its registration with the Mississippi Secretary of State and/or its Certificate of Good Standing. This registration or Certificate of Good Standing must be dated within twelve (12) months of the date of the submittal of this coverage form. Coverage will be issued in the company name as it is registered with the Mississippi Secretary of State.

Completed LCNOIs should be filed at least thirty (30) days prior to the commencement of construction. Discharge of storm water from large construction activities without written notification of coverage is a violation of state law.

Submittals with this LCNOI must include:

- A site-specific Storm Water Pollution Prevention Plan (SWPPP) developed in accordance with ACT5 of the General Permit
- A detailed site-specific scaled drawing showing the property layout and the features outlined in ACT5 of the General Permit
- A United States Geological Survey (USGS) quadrangle map or photocopy, extending at least one-half mile beyond the facility property boundaries with the site location and outfalls outlined or highlighted. The name of the quadrangle map must be shown on all copies. Quadrangle maps can be obtained from the MDEQ, Office of Geology at 601-961-5523.

Additional submittals may include the following, if applicable:

- Appropriate Section 404 documentation from U.S. Army Corps of Engineers
- Appropriate documentation concerning future disposal of sanitary sewage and sewage collection system construction
- Appropriate documentation from the MDEQ Office of Land & Water concerning dam construction and low flow requirements
- Approval from County Utility Authority in Hancock, Harrison, Jackson, Pearl River and Stone Counties
- Antidegradation report for disturbance within Waters of the State

ALL QUESTIONS MUST BE ANSWERED (Answer "NA" if the question is not applicable)

MSR10

(001) 757 825-9224

(NUMBER TO BE ASSIGNED BY STATE)

APPLICANT IS THE: ☒ OWNER ☐ PRIME CONTRACTOR**OWNER CONTACT INFORMATION**

OWNER CONTACT PERSON: Keith Hicks
 OWNER COMPANY LEGAL NAME: Rankin County
 OWNER STREET OR P.O. BOX: 211 E Government St
 OWNER CITY: Brandon STATE: MS ZIP: 39083-8872
 OWNER PHONE #: (601) 825-9224 OWNER EMAIL: khicks@rankincounty.org

PREPARER CONTACT INFORMATION

IF NOI WAS PREPARED BY SOMEONE OTHER THAN THE APPLICANT

CONTACT PERSON: Carol Jackson
 COMPANY LEGAL NAME: Waggoner Engineering
 STREET OR P.O. BOX: 143A LeFleurs Square
 CITY: Brandon STATE: MS ZIP: 39211
 PHONE # () 601-355-9526 EMAIL: carol.jackson@waggonereng.com

PRIME CONTRACTOR CONTACT INFORMATION

PRIME CONTRACTOR CONTACT PERSON: _____
 PRIME CONTRACTOR COMPANY LEGAL NAME: SOUTHEASTERN PIPELINE & ENVIRONMENTAL SERVIC
 PRIME CONTRACTOR STREET OR P.O. BOX: 007 DEERWOOD TRL
 PRIME CONTRACTOR CITY: HAZLEHURST STATE: MS ZIP: 39083-8872
 PRIME CONTRACTOR PHONE #: (601) 757-6920 PRIME CONTRACTOR EMAIL: _____

FACILITY SITE INFORMATION

FACILITY SITE NAME: Mill Creek Bank Stabilization Project
 FACILITY SITE ADDRESS (If the physical address is not available, please indicate the nearest named road. For linear projects indicate the beginning of the project and identify all counties the project traverses.)
 STREET: 550 Castlewoods Boulevard
 CITY: Brandon STATE: MS COUNTY: Rankin ZIP: 39047
 FACILITY SITE TRIBAL LAND ID (N/A If not applicable): _____
 LATITUDE: 32 degrees 20 minutes 12.67 seconds LONGITUDE: 89 degrees 59 minutes 56.06 seconds
 LAT & LONG DATA SOURCE (GPS (Please GPS Project Entrance/Start Point) or Map Interpolation): Map Interpolation
 TOTAL ACREAGE THAT WILL BE DISTURBED ¹: 15

Attachment: Large Construction Notice of Intent for Mill Creek Project (19037 : Authorization for County Administrator to Sign Large

IS THIS PART OF A LARGER COMMON PLAN OF DEVELOPMENT?

YES ☐NO ☒

IF YES, NAME OF LARGER COMMON PLAN OF DEVELOPMENT: _____

AND PERMIT COVERAGE NUMBER: MSR10 _____

ESTIMATED CONSTRUCTION PROJECT START DATE:

TBD

YYYY-MM-DD

ESTIMATED CONSTRUCTION PROJECT END DATE:

TBD

YYYY-MM-DD

DESCRIPTION OF CONSTRUCTION ACTIVITY: Bank Stabilization

PROPOSED DESCRIPTION OF PROPERTY USE AFTER CONSTRUCTION HAS BEEN COMPLETED:

Permanent Stormwater managementSIC Code: 1 6 2 9 NAICS Code _____NEAREST NAMED RECEIVING STREAM: Mill Creek

IS RECEIVING STREAM ON MISSISSIPPI'S 303(d) LIST OF IMPAIRED WATER

YES ☐NO ☒BODIES? (The 303(d) list of impaired waters and TMDL stream segments may be found on MDEQ's web site:
http://www.deq.state.ms.us/MDEQ.nsf/page/TWB_Total_Maximum_Daily_Load_Section)

HAS A TMDL BEEN ESTABLISHED FOR THE RECEIVING STREAM SEGMENT?

YES ☐NO ☒

FOR WHICH POLLUTANT:

ARE THERE RECREATIONAL STREAMS, PRIVATE/PUBLIC PONDS OR LAKES

YES ☒NO ☐

WITHIN ½ MILE DOWNSTREAM OF PROJECT BOUNDARY THAT MAY BE IMPACTED BY THE CONSTRUCTION ACTIVITY?

EXISTING DATA DESCRIBING THE SOIL (for linear projects please describe in SWPPP):

WILL FLOCCULANTS BE USED TO TREAT TURBIDITY IN STORM WATER?

YES ☐NO ☒

IF YES, INDICATE THE TYPE OF FLOCCULANT.

☐

ANIONIC POLYACRYLAMIDE (PAM)

☐

OTHER _____

IF YES, DOES THE SWPPP DESCRIBE THE METHOD OF INTRODUCTION, THE LOCATION OF INTRODUCTION AND THE LOCATION OF WHERE FLOCCULATED MATERIAL WILL SETTLE?

IS A SDS SHEET INCLUDED FOR THE FLOCCULATE?

YES ☐NO ☒

WILL THERE BE A 50 FT BUFFER BETWEEN THE PROJECT DISTURBANCE AND THE WATERS OF THE STATE?

YES ☐NO ☒

IF NOT, PROVIDE EQUIVALENT CONTROL MEASURES IN THE SWPPP.

¹ Acreage for subdivision development includes areas disturbed by construction of roads, utilities and drainage. Additionally, a housesite of at least 10,000 ft² per lot (entire lot, if smaller) shall be included in calculating acreage disturbed.

DOCUMENTATION OF COMPLIANCE WITH OTHER REGULATIONS/REQUIREMENTS

COVERAGE UNDER THIS PERMIT WILL NOT BE GRANTED UNTIL ALL OTHER REQUIRED
MDEQ PERMITS AND APPROVALS ARE SATISFACTORILY ADDRESSED

IS LCNOI FOR A FACILITY THAT WILL REQUIRE OTHER PERMITS?

YES ☒

NO ☐

IF YES, CHECK ALL THAT APPLY: ☐ AIR ☐ HAZARDOUS WASTE ☐ PRETREATMENT
☐ WATER STATE OPERATING ☐ INDIVIDUAL NPDES ☐ OTHER: USACE nationwide permit

IS THE PROJECT REROUTING, FILLING OR CROSSING A WATER CONVEYANCE OF ANY KIND? (If yes, contact the U.S. Army Corps of Engineers' Regulatory Branch for permitting requirements.) YES ☒ NO ☐

IF THE PROJECT REQUIRES A CORPS OF ENGINEER SECTION 404 PERMIT, PROVIDE APPROPRIATE DOCUMENTATION THAT:

- The project has been approved by individual permit, or
- The work will be covered by a nationwide permit and NO NOTIFICATION to the Corps is required, or
- The work will be covered by a nationwide or general permit and NOTIFICATION to the Corps is required

IS THE PROJECT REROUTING, FILLING OR CROSSING A STATE WATER CONVEYANCE OF ANY KIND? (If yes, please provide an antidegradation report.) YES ☒ NO ☐

IS A LAKE REQUIRING THE CONSTRUCTION OF A DAM BEING PROPOSED? (If yes, provide appropriate approval documentation from MDEQ Office of Land and Water, Dam Safety.) YES ☐ NO ☒

IF THE PROJECT IS A SUBDIVISION OR A COMMERCIAL DEVELOPMENT, HOW WILL SANITARY SEWAGE BE DISPOSED? Check one of the following and attach the pertinent documents.

- ☐ Existing Municipal or Commercial System. Please attach plans and specifications for the collection system and the associated "Information Regarding Proposed Wastewater Projects" form or approval from County Utility Authority in Hancock, Harrison, Jackson, Pearl River and Stone Counties. If the plans and specifications can not be provided at the time of LCNOI submittal, MDEQ will accept written acknowledgement from official(s) responsible for wastewater collection and treatment that the flows generated from the proposed project can and will be transported and treated properly. The letter must include the estimated flow.
- ☐ Collection and Treatment System will be Constructed. Please attach a copy of the cover of the NPDES discharge permit from MDEQ or indicate the date the application was submitted to MDEQ (Date: _____.)
- ☐ Individual Onsite Wastewater Disposal Systems for Subdivisions Less than 35 Lots. Please attach a copy of the Letter of General Acceptance from the Mississippi State Department of Health or certification from a registered professional engineer that the platted lots should support individual onsite wastewater disposal systems.
- ☐ Individual Onsite Wastewater Disposal Systems for Subdivisions Greater than 35 Lots. A determination of the feasibility of installing a central sewage collection and treatment system must be made by MDEQ. A copy of the response from MDEQ concerning the feasibility study must be attached. If a central collection and wastewater system is not feasible, then please attach a copy of the Letter of General Acceptance from the State Department of Health or certification from a registered professional engineer that the platted lots should support individual onsite wastewater disposal systems.

INDICATE ANY LOCAL STORM WATER ORDINANCE (I.E. MS4) WITH WHICH THE PROJECT MUST COMPLY:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.


Signature of Applicant¹ (owner or prime contractor)

6/19/2023
Date Signed

Keith Hicks
Printed Name¹

County Administrator
Title

¹This application shall be signed as follows:

- For a corporation, by a responsible corporate officer.
- For a partnership, by a general partner.
- For a sole proprietorship, by the proprietor.

For a municipal, state or other public facility, by principal executive officer, mayor, or ranking elected official

Please submit the LCNOI form to:

Chief, Environmental Permits Division
MS Department of Environmental Quality, Office of Pollution Control
P.O. Box 2261
Jackson, Mississippi 39225

Electronically:

<https://www.mdeq.ms.gov/construction-stormwater/>

Revised 3/23/22

PRIME CONTRACTOR CERTIFICATION**LARGE CONSTRUCTION GENERAL PERMIT**

Coverage No. MSR10 _____ County _____
 (Fill in your Certificate of Coverage Number and County)



By completing and submitting this form to MDEQ, the prime contractor is certifying that (1) they have operational control over the erosion and sediment control specifications (including the ability to make modifications to such specifications) or (2) they have day-to-day operational control of those activities at the site necessary to ensure compliance with the SWPPP and applicable permit conditions.

The owner(s) of the property and the prime contractor associated with regulated construction activity on the property have joint and severable responsibility for compliance with the permit. Notwithstanding any permit condition to the contrary, the coverage recipient and any person who causes pollution of waters of the state or places waste in a location where they are likely to cause pollution of any waters of the state shall remain responsible under applicable federal and state laws and regulations and applicable permits.

PRIME CONTRACTOR INFORMATION

PRIME CONTRACTOR CONTACT PERSON: _____ PHONE NUMBER: () (601) 757-6920
 PRIME CONTRACTOR COMPANY: SOUTHEASTERN PIPELINE & ENVIRONMENTAL SERVICES LLC
 PRIME CONTRACTOR STREET (P.O. BOX): 1007 DEERWOOD TR LHAZLEHURST, MS 39083-8872
 PRIME CONTRACTOR CITY: HAZLEHURST STATE: MS ZIP: 39083-8872
 E-MAIL ADDRESS: _____

OWNER INFORMATION

OWNER CONTACT PERSON: Keith Hicks PHONE NUMBER: (601) 825-9224
 OWNER COMPANY NAME: Rankin County Board of Supervisors

PROJECT INFORMATION

PROJECT NAME: Mill Creek Bank Stabilization
 DESCRIPTION OF CONSTRUCTION ACTIVITY: Bank stabilization
 PHYSICAL SITE ADDRESS (If the physical address is not available indicate the nearest named road. For linear projects, indicate the beginning of the project and identify all counties the project traverses.)
 STREET: 550 Castlewoods Boulevard
 CITY: Brandon COUNTY: Rankin

I certify that I am the prime contractor for this project and will comply with all the requirements in the above referenced general NPDES permit. I further certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Prime Contractor Signature¹ _____

Date Signed _____

Printed Name¹ _____

Title _____

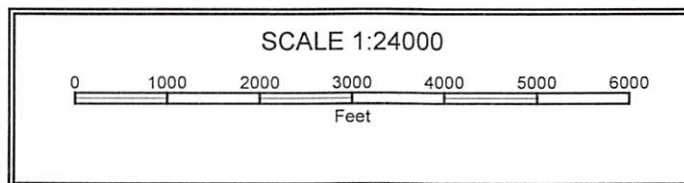
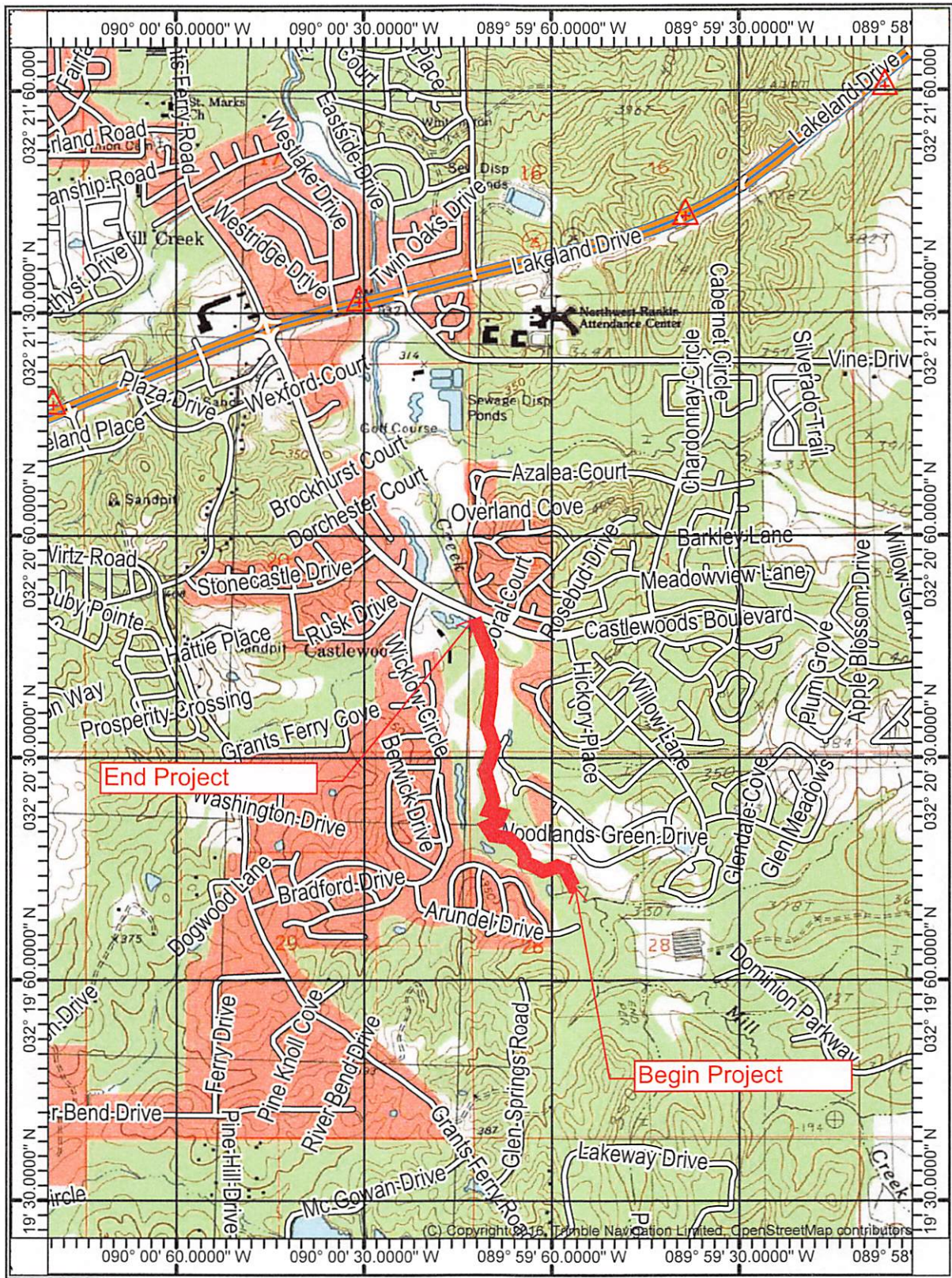
¹This application shall be signed as follows:

- For a corporation, by a responsible corporate officer.
- For a partnership, by a general partner.
- For a sole proprietorship, by the proprietor.
- For a municipal, state or other public facility, by principal executive officer, mayor, or ranking elected official.

This Prime Contractors Certification form shall be submitted to:

Chief, Environmental Permits Division
 MS Department of Environmental Quality, Office of Pollution Control
 P.O. Box 2261
 Jackson, Mississippi 39225

Revised: 3/9/22





DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, VICKSBURG DISTRICT
4155 CLAY STREET
VICKSBURG, MISSISSIPPI 39183-3435

April 6, 2023

SUBJECT: Department of the Army Regulatory Requirements for the Proposed Bank Stabilization Project on Mill Creek, Located in Section 28, T6N-R3E, Rankin County, Mississippi

Mr. Keith Hicks
Rankin County Board of Supervisors
211 E Government St
Brandon, Mississippi 39042

Dear Mr. Hicks:

Based upon the information furnished (enclosure 1), it appears that Department of the Army permit requirements for the proposed creek bank stabilization, will be authorized by Nationwide Permit No. 13, and the proposed wetland fill will be authorized by Nationwide Permit No. 18, as specified in the December 27, 2021, *Federal Register*, Reissuance and Modification of Nationwide Permits; Final Rule; Notice (86 FR 73522), provided the activities comply with the Special Conditions (enclosure 2), the General Conditions (enclosure 3), and the conditions of the Clean Water Act Section 401 Water Quality Certification (enclosure 4). It is your responsibility to read and become familiar with the enclosed conditions in order for you to ensure that the activities authorized herein comply with the Nationwide Permits.

These verifications are valid until March 14, 2026, unless the Nationwide Permits are modified, suspended, or revoked. Activities which are under construction, or that are under contract to commence, in reliance upon a Nationwide Permit will remain authorized provided the activity is completed within 12 months of the date of any subsequent modification, expiration, or revocation of the Nationwide Permit. Upon completion of the activities authorized by these Nationwide Permits, please fill out the enclosed certification of compliance (enclosure 5) and return it to our office.

These verifications were based upon a preliminary determination that there appear to be jurisdictional areas on the property subject to regulation pursuant to Section 10 of the Rivers and Harbors Act of 1899 and/or Section 404 of the Clean Water Act. A copy of the appeals form is enclosed for your review (enclosure 6).

Attachment: Large Construction Notice of Intent for Mill Creek Project (19037 : Authorization for County Administrator to Sign Large

-2-

These verifications of Department of the Army regulatory requirements do not convey any property rights, either in real estate or material or any exclusive privileges, and do not authorize any injury to property or invasion of rights or local laws or regulations or obviate the requirement to obtain State or local assent required by law for the activities discussed herein.

Thank you for advising us of your plans. If you change your plans for the proposed work, or if the proposed work does not comply with the conditions of the Nationwide Permits, please contact Mr. Jared Everitt, telephone (601) 631-7104, or email address: Jared.H.Everitt@usace.army.mil. In any future correspondence concerning this project, please refer to Identification No. MVK-2022-534.

I am forwarding a copy of this letter via email to Mrs. Carol Jackson, email address: carol.jackson@waggonereng.com

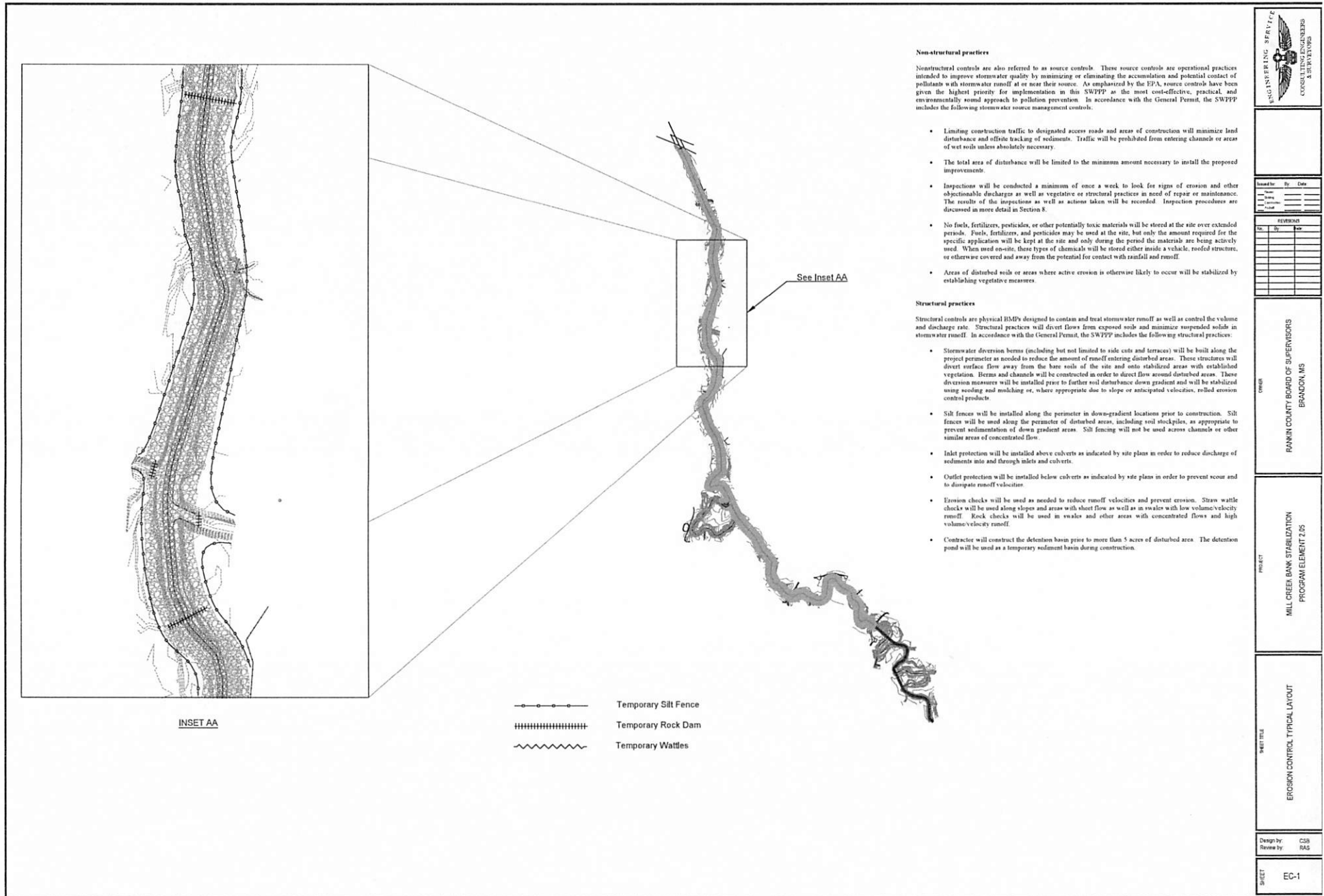
Sincerely,

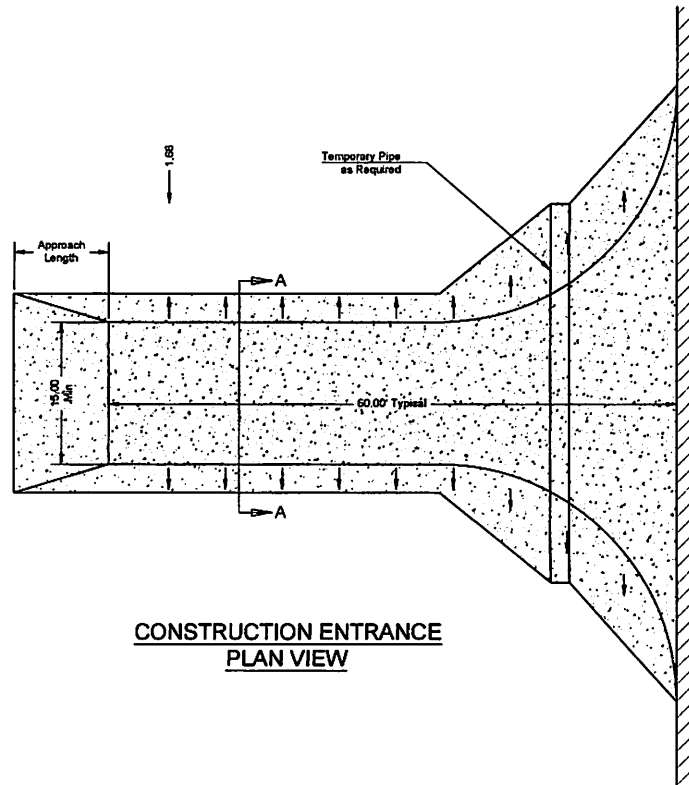
DIXON.JOHN.
S.1521897208

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DIXON.JOHN.S.1521897208
Date: 2023.04.05 12:25:31
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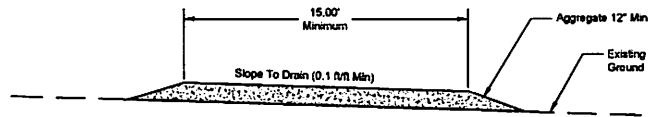
For Bryan Williamson
Chief, Mississippi Branch
Regulatory Division

Enclosures

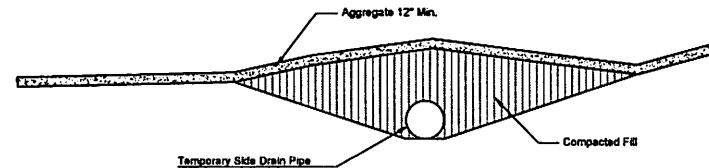




**CONSTRUCTION ENTRANCE
PLAN VIEW**

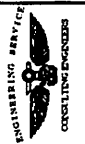


SECTION A-A



CULVERT DETAIL

1. A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT POINTS OF EGRESS FROM UNSPECIALIZED AREA OF THE PROJECT TO PUBLIC ROADS WHERE OFFSITE TRACKING OF MUD COULD OCCUR. TRAFFIC FROM UN-STABILIZED AREAS OF THE PROJECT SHALL BE DIRECTED THRU THE STABILIZED ENTRANCE. BARRIERS, FLAGGING, OR OTHER POSITIVE MEANS SHALL BE USED AS REQUIRED TO LIMIT AND DIRECT VEHICULAR EGRESS ACROSS THE STABILIZED ENTRANCE.
2. THE CONTRACTOR MAY PROPOSE AN ALTERNATIVE TECHNIQUE TO MINIMIZE OFFSITE TRACKING OF SEDIMENT. THE ALTERNATIVE MUST BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO ITS USE.
3. ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING THE STABILIZED CONSTRUCTION ENTRANCE AGGREGATE AND CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY IF SO DIRECTED BY THE ENGINEER.
4. SIZE 1 STABILIZER AGGREGATE SHALL BE USED.
5. THE CONSTRUCTION ENTRANCE SHALL BE CLEANED WHEN NECESSARY.



DESIGNED BY
CHECKED BY
APPROVED BY

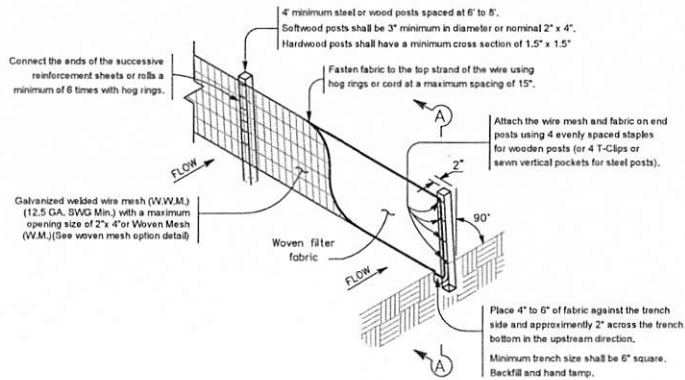
DATE	BY	DATE	BY	DATE	BY

OWNER
HARRIS COUNTY BOARD OF SUPERVISORS
BRANDON MS

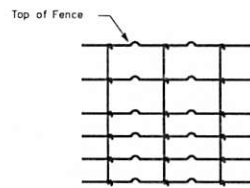
PROJECT
MILL CREEK BANK STABILIZATION
PROGRAM ELEMENT 2.05

SHEET TITLE
TEMPORARY CONSTRUCTION ENTRANCE

Design by: CDB
Review by: RAS
SHEET: ECD-3



TEMPORARY SEDIMENT CONTROL FENCE



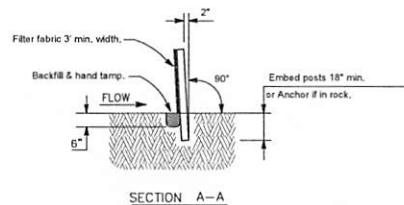
HINGE JOINT KNOT WOVEN MESH (OPTION) DETAIL

Galvanized hinge joint knot woven mesh (12.5 GA. SWG Min.) requires a minimum of five horizontal wires spaced at a maximum of 12 inches apart and all vertical wires spaced at a maximum of 12 inches apart.

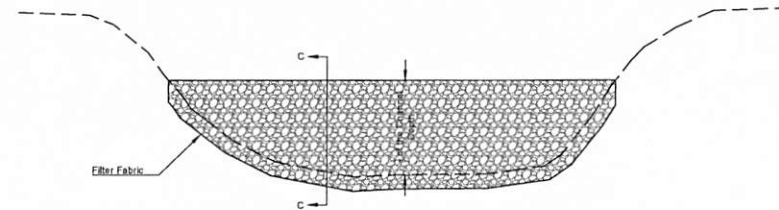
SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

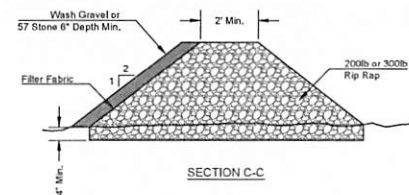
Sediment control fence should be sized to filter a maximum flow through rate of 100 GPM/FT. Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.



SECTION A-A



ROCK DAMS FOR OPEN CHANNELS



SECTION C-C

GENERAL NOTES

1. Rock Dams shall be placed in locations shown on the plans or at the Engineers direction.
2. Materials (aggregate, filter fabric, excavation, sandbags, etc.) shall be included in the pay item for Rock Dams.
3. Side slopes should be 2:1 or flatter. Dams within the safety zone shall have sideslopes of 8:1 or flatter.
4. Filter dams should be embedded a minimum of 4" into existing ground.
5. The guidelines shown hereon are suggestions only and may be modified by the Engineer.



Issued to: By: Date:

REVISIONS

No.	By	Date

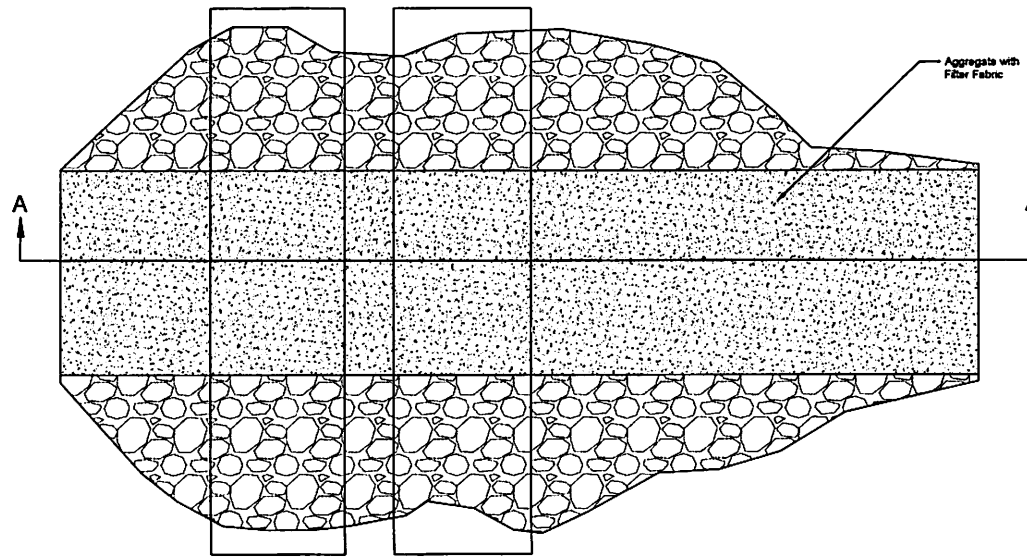
OWNER
RANKIN COUNTY BOARD OF SUPERVISORS
BRANDON, MS

PROJECT
MILL CREEK BANK STABILIZATION
PROGRAM ELEMENT 2.25

SHEET TITLE
TEMPORARY SILT FENCE &
ROCK DAMS FOR OPEN CHANNELS

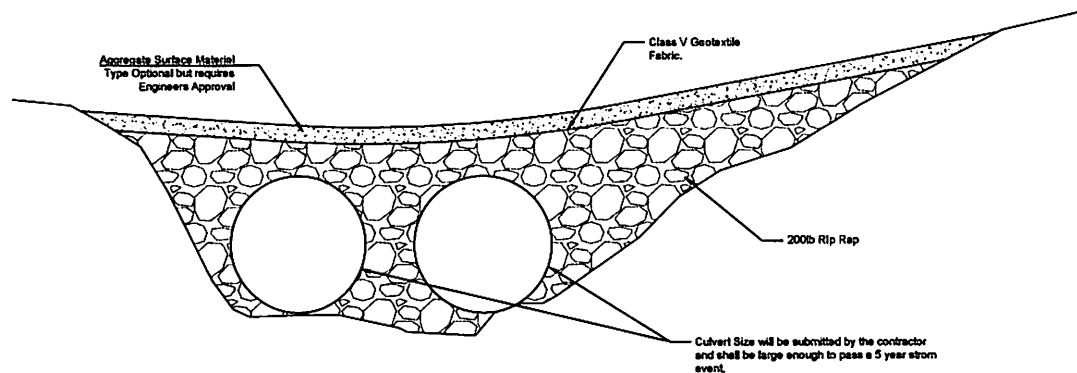
Design by: CSP
Review by: RAS

SHEET
ECD-2



PLAN VIEW

TEMPORARY STREAM CROSSING



SECTION AA

Notes

1. Temporary culvert stream crossings are meant to provide a means for construction vehicles and equipment to safely cross a watercourse with minimizing damage to the channel and banks.
2. The contractor may use concrete, pvc, metal, hdpe, hp pipe in the crossing. The contractor will submit the type and size to the proposed pipe to the engineer for approval.
3. The contractor may propose other options for temporary stream crossing such as steel/ timber bridges or mats.
4. Temporary stream crossing will not be measured for separate payment. All costs for the materials, labor, equipment, construction, removal, and maintenance shall be absorbed in other items of work.
5. A continuous program of effective erosion and sediment control measures shall be implemented prior to and concurrent with any type of construction activity within the banks of a stream. When a stream crossing is no longer needed, the stream bed and stream banks shall be restored to pre-disturbance condition, or such a condition that provides substantially equivalent protection of water quality.



Drawn by	By	Date
Checked by	By	Date
Reviewed by	By	Date

OWNER
RANUN COUNTY BOARD OF SUPERVISORS
BRANDON, MS

PROJECT
MILL CREEK BANK STABILIZATION
PROGRAM ELEMENT 2.05

SHEET TITLE
TEMPORARY STREAM CROSSING

Design by
CJB
RAS

S&C
ECD-4

Budget Amendment Verification Report
6/ 9/2023

CO-UNIT ROAD MAINTENANCE FUND ROAD AND BRIDGES					
Account	Objective Name	Date	Before Change	Change	After Change
150300545	REPAIRS TO ROADS & BRIDGES	6/19/2023	3,887,000.00	600,000.00	4,487,000.00
***** Net Change.....				600,000.00	

* Fund Totals	150 CO-UNIT ROAD MAINTENANCE FUND		3,887,000.00	600,000.00	4,487,000.00

* Report Totals			3,887,000.00	600,000.00	4,487,000.00
