

**West Jackson County Utility District
7200 McCann Road
Biloxi, Mississippi 39532
April 22, 2021**

Scheduled Meeting

MINUTES

1.0 Call Meeting to Order:

The West Jackson County Utility District (WJCUD) convened the scheduled board meeting April 22, 2021 at the WJCUD general office building, 7200 McCann Road, Biloxi, MS. The meeting was called to order by Mr. Mike Montgomery, Chairman of the Board at 9:00 A.M., and it was determined that a quorum was present. A notice was posted informing the public of the meeting time. The following individuals were present:

Mr. Mike Montgomery	Chairman, WJCUD
Mr. Curtis Spiers	Vice-Chairman, WJCUD
Mr. Joe Bannister	Secretary/Treasurer, WJCUD
Mr. Bryan David	Commissioner, WJCUD
Mr. Andy Westfall	Commissioner, WJCUD
Mr. John Hannah	General Manager, WJCUD
Mr. Scott Ramsay	Operations Manager, WJCUD
Ms. Lori Goforth	HR Manager/Exec Admin Asst.
Ms. Tracy Reed	Accountant, WJCUD
Mr. Brian Bennett	New Construction & Compliance Manager, WJCUD
Mr. James Douglass	Compton Engineering
Mr. Gerrod Kilpatrick	Machado Patano

Members of the Public:

Eric Page - JCUA

2.0 Pledge of Allegiance

3.0 Change to Meeting Agenda

Table 6.1.

4.0 Community Input

Eric Page introduced himself to the Board as the new Executive Director for JCUA. He told the Board a bit about himself and that he hoped to improve relations with the other utilities. JCUA is aware of the need to upgrade the Seaman Road treatment facility and he hopes that will happen soon since we are the fastest growing area of the County. Mr. Page also told the Board that JCUA was not agreeable to WJCUD serving the Sanctuary Phase 3 development. Mr. Spiers asked him if JCUA could serve the development with water and sewer today and Mr. Page replied that they could.

5.0 Consent Agenda

- 5.1 Reading of Previous Minutes**
- 5.2 Financial Reports**
- 5.3 Purchase Requisitions**
- 5.4 Docket of Claims Lines 1 – 37 / \$398,450.57**
- 5.5 Leak Credits**
- 5.6 Grinder Station Approvals**

Mr. David made a motion, seconded by Mr. Spiers, approving the claims docket as presented. Motion passed unanimously.

6.0 Old Business

6.1 Water Facilities Plan, Phase 4

Tabled

7.0 New Business

7.1 Emergency Repairs Contract (<\$50,000)

Mr. David made a motion, seconded by Mr. Westfall, awarding the Emergency Repairs Contract for repairs less than \$50,000 to Bottom 2 Top Construction, LLC as the lowest and best bid. Motion passed unanimously.

7.2 Misc. Utility Construction & Emergency Repairs (>\$50,000)

Mr. Westfall made a motion, seconded by Mr. Spiers, awarding the Misc. Utility Construction & Emergency Repairs Contract for work that is greater than \$50,000 to Bottom 2 Top Construction, LLC as the lowest and best bid. Motion passed unanimously.

8.0 Correspondence

Included for the Board's review was the following:

- The Lyle Company letter (2021 03 23) to WJCUD regarding consent of sublease to Tenant – Crown Castle
- Ward Engineering letter (2021 04 07) to WJCUD regarding review comments for Back Bay RV Resort
- MDEQ letter (2021 03 30) to WJCUD regarding SRF Phase 4 loan documents

- WJCUD letter (2021 04 13) to MDEQ regarding executed SRF Phase 4 loan documents
- Ward Engineering letter (2021 04 14) to WJCUD regarding review comments for Greens at Gulf Hills
- Machado Patano letter (2021 04 14) to WJCUD regarding surveying proposal for Walker Road Well/Tank /LS site
- 2021 04 12 MEMA obligation notices from Hurricane ZETA claims
- 2021 04 21 Jackson County Planning Commission Agenda
- Virgil Gillespie letter (2021 04 15) to WJCUD regarding representation notice for Cook Road Properties, LLC

9.0 District Operations

9.1 Attorney Report

Updates were given on the following:

- None

9.2 Manager Report

Updates were given on the following:

- Emergency Preparedness Presentation
- USDA RD debt versus SRF debt
- Water Facilities Plan, Phase V
- Preview of User Rate Options
- Photo of recently painted St. Martin High School Tank
- Cost of Issuance Requisition for Series 2021 Refunding Bonds (Taxable)

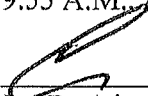
10.0 Executive Session – If So Move

None.

11.0 Other Business

12.0 Adjournment

A motion was made by Mr. Spiers, seconded by Mr. Bannister, to adjourn the meeting at 9:55 A.M., April 22, 2021. Motion passed unanimously.


~~Joe Bannister~~ Curtis Spiers
SECRETARY/TREASURER, WJCUD

Vice chairman

ORDER NUMBER _____

WHEREAS, the West Jackson County Utility District (hereinafter, "the District") has solicited competitive bids relating to the provision of Emergency Services and Equipment for Miscellaneous Utility Repairs less than \$50,000.00; and

WHEREAS, two submissions were received for these services; and

WHEREAS, the low bidder was Bottom 2 Top Construction, LLC, as indicated on the attached bid tabulation; and

WHEREAS, Staff has reviewed the relevant qualifications and bids, and recommends awarding this contract to Bottom 2 Top Construction, LLC as the lowest and best bid; and

WHEREAS, the Board of Commissioners hereby find that Bottom 2 Top Construction, LLC has submitted the lowest and best bid; and

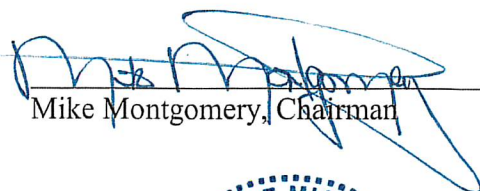
IT IS HEREBY ORDERED by the Board of Commissioners, that the award and execution of a contract with Bottom 2 Top Construction, LLC for Emergency Services and Equipment for Miscellaneous Utility Repairs less than \$50,000.00 is hereby authorized and approved.

IT IS FURTHER ORDERED that the General Manager is authorized to execute any and all documents necessary for this purpose.

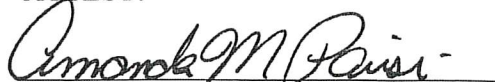
The motion to approve the foregoing Order was made by David, seconded by Westfall, and the following vote was recorded:

Chairman Montgomery Yes
Commissioner Spiers Yes
Commissioner Bannister Yes
Commissioner Westfall Yes
Commissioner David Yes

WHEREUPON, the Board of Commissioners of West Jackson County Utility District, declared the motion carried and the Order adopted this the 22nd day of April, 2021.


Mike Montgomery, Chairman

ATTEST:





**CONTRACT FOR EMERGENCY REPAIRS
BETWEEN THE WEST JACKSON COUNTY UTILITY DISTRICT
AND BOTTOM 2 TOP CONSTRUCTION, LLC**

This contract is made and entered into by and between the West Jackson County Utility District (hereinafter referred to as "the District") and Bottom 2 Top Construction, LLC (hereinafter referred to as Contractor) for the services defined in this agreement.

WHEREAS, on occasion, the District requires Services and Equipment relating to Miscellaneous and Emergency Utility Repairs amounting to less than \$50,000.00;

WHEREAS, as such, the District solicited written competitive bids relating to the provision of said Services and Equipment (see invitation to bid, attached and incorporated hereto as "Exhibit A");

WHEREAS, two bids were received, and the contract was awarded to Bottom 2 Top Construction, LLC as the lowest and best bidder;

NOW THEREFORE, in consideration of the mutual obligations and benefits described herein, the District and the Contractor agree as follows:

1. Scope of Services and Contractor's Responsibilities:
 - A. Upon receipt of a task order and notice to proceed (including start and completion dates) from the District, Contractor will prepare an estimate based on the unit pricing provided in the Contractor's bid, attached and incorporated hereto as "Exhibit B". It shall be within the sole discretion of the District to designate the services and pay items to be utilized.
 - B. Upon approval of the estimate by the District, the District will procure and deliver materials to the worksite, and Contractor shall complete said work under the supervision of the District.
 - C. All work shall comply with regulations and specifications of the District and the State of Mississippi.
2. Term of Contract: This Contract shall begin upon execution of this agreement by both Parties, and shall remain in force for one year, beginning on the date of execution of this contract.
3. Ownership of Documents and Work Product: All documents, notes, programs, books, databases (and all applications thereof), files, reports, studies, unfinished documents and/or other materials collected or prepared by Contractor shall be owned by the District. The District reserves the rights to any and all information and/or materials collected on its behalf.

4. Records Retention and Access to Records: Contractor shall maintain, and shall make available to the District or any state agency authorized to audit the District, financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Contract. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the District has begun that is not completed at the end of the three (3) year period, or audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.
5. Miscellaneous Provisions:
 - A. During the term of this contract, Contractor will remain licensed to do business in the State of Mississippi.
 - B. Contractor shall perform its obligations hereunder in a manner so as not to interfere with the normal operations of the District. Such performance by Contractor shall be in compliance with all applicable local, State and federal laws and regulations.
 - C. Contractor warrants: (a) that it is a validly organized business with valid authority to enter into the Contract with the District; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under the Contract is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; (d) notwithstanding any other provision of the Contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under the Contract; (e) that the Contractor is not barred from contracting with the District; and (f) that the contractor is at least eighteen (18) years old.
 - D. Independent Contractor: At all times and under all conditions, Contractor shall continue to be an independent contractor and shall not represent itself in any way as an agent of the District.
6. Modification or Amendment: Modifications, changes or amendments to this Contract may be made upon mutual agreement of the parties, in writing and signed by the parties hereto.
7. Assignment: The Contractor may not assign or otherwise transfer its obligations or duties under this Contract without the prior written consent of the District. Any attempt to assign or transfer the obligations and duties hereunder without such consent shall be void.
8. Waiver: Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power thereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Contract.
9. Indemnification: Contractor agrees to indemnify and save harmless the District, its agents, officers and employees from and against losses and claims, demands, payments, suits,

actions and judgments and damages of every kind and nature, both public and private, brought or recovered against them arising out of any act or omission of the Contractor, its agents or employees, or any of Contractor's subcontractors which results from or arises out of the performance or services rendered under this contract.

10. **Liability Insurance:** The Contractor agrees to and shall procure and maintain during the duration of this Contract, Contractor's general public liability and property damage insurance, including auto liability and employer's liability coverage, insuring Contractor from all claims from personal injury, including death, and claims for destruction or damage to property arising out of or in connection with any operations under this Contract, whether such operations are by the Contractor or a subcontractor of the Contractor, and said insurance shall name, indemnify, defend, and hold harmless the District. All liability insurance must contain contractual action over claims cause. Insurance shall be written with limits of liability of not less than the following:
 - A. \$1,000,000 primary limit, for all damages arising out of bodily injury, including death, with an umbrella coverage of \$4,000,000.
 - B. \$1,000,000 primary limit for all property damage, with an umbrella coverage of \$4,000,000.
11. **Workers' Compensation Insurance:** Contractor shall provide and maintain at its expense during the term of this Contract, in accordance with workers' compensation laws of the State of Mississippi, including occupational disease provisions, for all of the Contractor's employees, and in case any work is sublet, Contractor shall require any such subcontractor similarly to provide Workers' Compensation Insurance, including occupational disease provisions, for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. In case employees engaged in hazardous work under this contract are not protected under the Workers' Compensation Law, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected. Any uninsured subcontractors are hereby deemed to be covered by the Contractor's workers' compensation coverage.
12. **Non-Exclusive Contract:** This Contract shall be non-exclusive, and the District may procure the services, equipment, or supplies contemplated hereby from other sources at the District's discretion.
13. **Performance Bond:** Contractor agrees to provide the District with performance bond payable to, in favor of, or for the protection of the District for the work to be performed under this Contract in the amount of \$5,000, conditioned for the full and faithful performance of this Contract. Contractor will provide the name of the bonding Contractor.
14. **Subcontractors:** Contractor will provide the names and business addresses of any known subcontractors or teams which you plan on utilizing. Upon issuance of task order, Contractor must provide names, addresses of all subcontractors or teams to be utilized. All

information required of submitting Contractor is also required from any proposed subcontractor or firm which Contractor expects to utilize. Contractor acknowledges that it is completely responsible for the actions or inactions of its subcontractors.

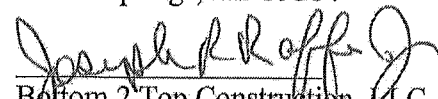
15. Compliance with Laws and Regulations: The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified. All applicable federal and State laws, municipal and local ordinances, and the rules and regulations of FEMA, MEMA and all other authorized agencies and entities having jurisdiction over any part of this Contract shall apply to this Contract, and this Contract shall be interpreted in a manner consistent with all such laws, ordinances, rules and regulations. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 - 7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. (1251-1387) and will report any violations to the County, FEMA or other applicable federal agency, and the regional Office of the Environmental Protection Agency (EPA). Where applicable, Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and Contractor will comply with the Energy Policy and Conservation Act (42 U.S.C. 6201) as well as any mandatory standards and policies relating to energy efficiency contained within any state energy conservation plan issued in compliance therewith.
16. Nondiscrimination: The Contractor understands that the District 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, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the Contract that it will strictly adhere to this policy in its employment practices and provision of services.
17. Failure to Provide Service: If the Contractor fails to provide any services as discussed hereunder or fails to meet any obligations contained herein, the District reserves the right, in its sole discretion, to terminate the contract, or the City may provide a time table to allow the Contractor to cure the default based upon the exigent circumstances.
18. Termination for Convenience: The District shall have the right to terminate the Contract without cause and at its convenience, upon written notice to the Contractor, and without damage, penalty, liability, additional cost or expenses paid by or assessed to the District. If the Contract is terminated by the District for convenience, the Contractor will be paid for the work completed as of the date of termination. The effective date of termination shall be as specified in the notice of termination.
19. Law to Govern: The Contract shall be construed and enforced in accordance with the laws of the State of Mississippi, without regard to conflicts of laws. The parties acknowledge that the Contract is made and entered into in Jackson County, Mississippi and will be performed in Jackson County, Mississippi. The parties further acknowledge and agree that

Mississippi law shall govern all the rights, obligations, duties and liabilities of the parties under contract and that Mississippi law shall govern the interpretation and enforcement of the contract and any and all legal matters relating to the Contract. Any action to enforce the terms and provisions hereof shall be commenced in the Circuit or Chancery Court of Jackson County, Mississippi. By executing the Contract, the Contractor submits to the jurisdiction of said courts and hereby irrevocably waives any and all objections that it may have with respect to venue in any court sitting in Jackson County, Mississippi.

20. Severability: If any term or provision of the Contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
21. Disputes: Any dispute concerning a question of fact arising under this Contract shall be disposed of by good faith negotiation between duly authorized representatives of the District and the Contractor. Should such negotiation fail to resolve any differences or disputes, the issue shall be submitted to litigation before a court of competent jurisdiction in Jackson County, State of Mississippi. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the duties and obligations of the Contract.
22. Special Terms and Conditions: It is agreed and understood by each party to this Contract that there are no special terms or conditions applicable to this contractual agreement.
23. Notice: Any notice required or permitted to be given under this Contract shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below:

District: John Hannah, General Manager
West Jackson County Utility District
P.O. Box 1230
Ocean Springs, MS 39564

Contractor:

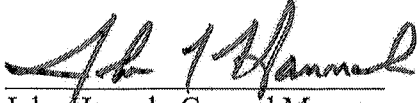

Bottom 2 Top Construction, LLC
23272 Hwy 49 Frontage Rd
Ocean Springs, MS 39574

24. Entire Agreement: This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

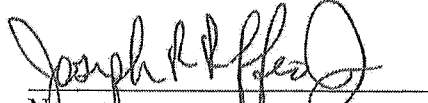
IN WITNESS WHEREOF, this contract has been entered into and executed by the parties hereto.

Witness our signatures this the 24th day of ~~May~~^{June}, 2021.

West Jackson County Utility District


John Hannah, General Manager

Bottom 2 Top Construction, LLC


Name: Joseph R. Hefner
Title: owner

STATE OF Mississippi
COUNTY OF Jackson

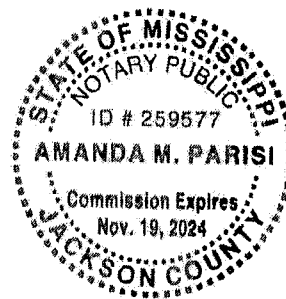
PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Joseph Ruben Ruffe, Jr. who acknowledged to me that he, as a duly authorized member or manager of Bottom 2 Top Construction, LLC, has the authority to bind Bottom 2 Top Construction, LLC, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of Bottom 2 Top Construction, LLC after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 24th day of June ~~May~~, 2021.

Amanda M Paris

NOTARY PUBLIC

My Commission Expires:



STATE OF Mississippi

COUNTY OF Jackson

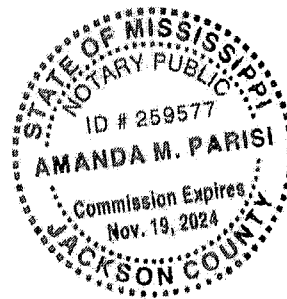
PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named John Hannah, who acknowledged to me that he is the General Manager of the West Jackson County Utility District, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of the West Jackson County Utility District, after first having been duly authorized by said District, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 24th day of June, ~~May~~, 2021.

Amanda M Paris

NOTARY PUBLIC

My Commission Expires:



ORDER NUMBER _____

WHEREAS, the West Jackson County Utility District (hereinafter, "the District") has solicited competitive bids relating to the provision of Services and Equipment for Miscellaneous Utility Repairs exceeding \$50,000.00; and

WHEREAS, two bids were received for these services; and

WHEREAS, the low bidder was Bottom 2 Top Construction, LLC, as indicated on the attached bid tabulation; and

WHEREAS, Staff has reviewed the relevant qualifications and bids, and recommends awarding this contract to Bottom 2 Top Construction, LLC as the lowest and best bid; and

WHEREAS, the Board of Commissioners hereby find that Bottom 2 Top Construction, LLC has submitted the lowest and best bid; and

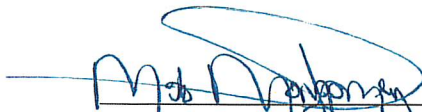
IT IS HEREBY ORDERED by the Board of Commissioners, that the award and execution of a contract with Bottom 2 Top Construction, LLC for Services and Equipment for Miscellaneous Utility Repairs exceeding \$50,000.00 is hereby authorized and approved.

IT IS FURTHER ORDERED that the General Manager is authorized to execute any and all documents necessary for this purpose.

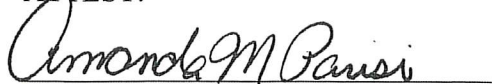
The motion to approve the foregoing Order was made by Westfall, seconded by Spiers, and the following vote was recorded:

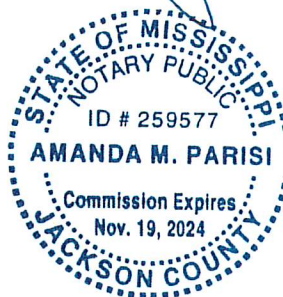
Chairman Montgomery Yes
Commissioner Spiers Yes
Commissioner Bannister Yes
Commissioner Westfall Yes
Commissioner David Yes

WHEREUPON, the Board of Commissioners of West Jackson County Utility District, declared the motion carried and the Order adopted this the 22nd day of April, 2021.


Mike Montgomery, Chairman

ATTEST:





**CONTRACT FOR EMERGENCY REPAIRS
BETWEEN THE WEST JACKSON COUNTY UTILITY DISTRICT
AND BOTTOM 2 TOP CONSTRUCTION, LLC**

This contract is made and entered into by and between the West Jackson County Utility District (hereinafter referred to as "the District") and Bottom 2 Top Construction, LLC (hereinafter referred to as Contractor) for the services defined in this agreement.

WHEREAS, on occasion, the District requires Services and Equipment relating to Miscellaneous and Emergency Utility Repairs exceeding \$50,000.00;

WHEREAS, as such, the District solicited competitive bids relating to the provision of said Services and Equipment (see invitation to bid, attached and incorporated hereto as "Exhibit A");

WHEREAS, two bids were received, and the contract was awarded to Bottom 2 Top Construction, LLC as the lowest and best bidder;

NOW THEREFORE, in consideration of the mutual obligations and benefits described herein, the District and the Contractor agree as follows:

1. Scope of Services and Contractor's Responsibilities:
 - A. Upon receipt of a task order and notice to proceed (including start and completion dates) from the District, Contractor will prepare an estimate based on the unit pricing provided in the Contractor's bid, attached and incorporated hereto as "Exhibit B". It shall be within the sole discretion of the District to designate the services and pay items to be utilized.
 - B. Upon approval of the estimate by the District, the District will procure and deliver materials to the worksite, and Contractor shall complete said work under the supervision of the District.
 - C. All work shall comply with regulations and specifications of the District and the State of Mississippi.
2. Term of Contract: This Contract shall begin upon execution of this agreement by both Parties, and shall remain in force for one year, beginning on the date of execution of this contract.
3. Ownership of Documents and Work Product: All documents, notes, programs, books, databases (and all applications thereof), files, reports, studies, unfinished documents and/or other materials collected or prepared by Contractor shall be owned by the District. The District reserves the rights to any and all information and/or materials collected on its behalf.

4. Records Retention and Access to Records: Contractor shall maintain, and shall make available to the District or any state agency authorized to audit the District, financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Contract. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the District has begun that is not completed at the end of the three (3) year period, or audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.
5. Miscellaneous Provisions:
 - A. During the term of this contract, Contractor will remain licensed to do business in the State of Mississippi.
 - B. Contractor shall perform its obligations hereunder in a manner so as not to interfere with the normal operations of the District. Such performance by Contractor shall be in compliance with all applicable local, State and federal laws and regulations.
 - C. Contractor warrants: (a) that it is a validly organized business with valid authority to enter into the Contract with the District; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under the Contract is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; (d) notwithstanding any other provision of the Contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under the Contract; (e) that the Contractor is not barred from contracting with the District; and (f) that the contractor is at least eighteen (18) years old.
 - D. Independent Contractor: At all times and under all conditions, Contractor shall continue to be an independent contractor and shall not represent itself in any way as an agent of the District.
6. Modification or Amendment: Modifications, changes or amendments to this Contract may be made upon mutual agreement of the parties, in writing and signed by the parties hereto.
7. Assignment: The Contractor may not assign or otherwise transfer its obligations or duties under this Contract without the prior written consent of the District. Any attempt to assign or transfer the obligations and duties hereunder without such consent shall be void.
8. Waiver: Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power thereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Contract.
9. Indemnification: Contractor agrees to indemnify and save harmless the District, its agents, officers and employees from and against losses and claims, demands, payments, suits,

actions and judgments and damages of every kind and nature, both public and private, brought or recovered against them arising out of any act or omission of the Contractor, its agents or employees, or any of Contractor's subcontractors which results from or arises out of the performance or services rendered under this contract.

10. **Liability Insurance:** The Contractor agrees to and shall procure and maintain during the duration of this Contract, Contractor's general public liability and property damage insurance, including auto liability and employer's liability coverage, insuring Contractor from all claims from personal injury, including death, and claims for destruction or damage to property arising out of or in connection with any operations under this Contract, whether such operations are by the Contractor or a subcontractor of the Contractor, and said insurance shall name, indemnify, defend, and hold harmless the District. All liability insurance must contain contractual action over claims cause. Insurance shall be written with limits of liability of not less than the following:
 - A. \$1,000,000 primary limit, for all damages arising out of bodily injury, including death, with an umbrella coverage of \$4,000,000.
 - B. \$1,000,000 primary limit for all property damage, with an umbrella coverage of \$4,000,000.
11. **Workers' Compensation Insurance:** Contractor shall provide and maintain at its expense during the term of this Contract, in accordance with workers' compensation laws of the State of Mississippi, including occupational disease provisions, for all of the Contractor's employees, and in case any work is sublet, Contractor shall require any such subcontractor similarly to provide Workers' Compensation Insurance, including occupational disease provisions, for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. In case employees engaged in hazardous work under this contract are not protected under the Workers' Compensation Law, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected. Any uninsured subcontractors are hereby deemed to be covered by the Contractor's workers' compensation coverage.
12. **Non-Exclusive Contract:** This Contract shall be non-exclusive, and the District may procure the services, equipment, or supplies contemplated hereby from other sources at the District's discretion.
13. **Subcontractors:** Contractor will provide the names and business addresses of any known subcontractors or teams which you plan on utilizing. Upon issuance of task order, Contractor must provide names, addresses of all subcontractors or teams to be utilized. All information required of submitting Contractor is also required from any proposed subcontractor or firm which Contractor expects to utilize. Contractor acknowledges that it is completely responsible for the actions or inactions of its subcontractors.

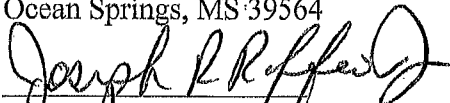
14. Compliance with Laws and Regulations: The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified. All applicable federal and State laws, municipal and local ordinances, and the rules and regulations of FEMA, MEMA and all other authorized agencies and entities having jurisdiction over any part of this Contract shall apply to this Contract, and this Contract shall be interpreted in a manner consistent with all such laws, ordinances, rules and regulations. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 – 7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. (1251-1387) and will report any violations to the County, FEMA or other applicable federal agency, and the regional Office of the Environmental Protection Agency (EPA). Where applicable, Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and Contractor will comply with the Energy Policy and Conservation Act (42 U.S.C. 6201) as well as any mandatory standards and policies relating to energy efficiency contained within any state energy conservation plan issued in compliance therewith.
15. Nondiscrimination: The Contractor understands that the District 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, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the Contract that it will strictly adhere to this policy in its employment practices and provision of services.
16. Failure to Provide Service: If the Contractor fails to provide any services as discussed hereunder or fails to meet any obligations contained herein, the District reserves the right, in its sole discretion, to terminate the contract, or the City may provide a time table to allow the Contractor to cure the default based upon the exigent circumstances.
17. Termination for Convenience: The District shall have the right to terminate the Contract without cause and at its convenience, upon written notice to the Contractor, and without damage, penalty, liability, additional cost or expenses paid by or assessed to the District. If the Contract is terminated by the District for convenience, the Contractor will be paid for the work completed as of the date of termination. The effective date of termination shall be as specified in the notice of termination.
18. Law to Govern: The Contract shall be construed and enforced in accordance with the laws of the State of Mississippi, without regard to conflicts of laws. The parties acknowledge that the Contract is made and entered into in Jackson County, Mississippi and will be performed in Jackson County, Mississippi. The parties further acknowledge and agree that Mississippi law shall govern all the rights, obligations, duties and liabilities of the parties under contract and that Mississippi law shall govern the interpretation and enforcement of the contract and any and all legal matters relating to the Contract. Any action to enforce the terms and provisions hereof shall be commenced in the Circuit or Chancery Court of

Jackson County, Mississippi. By executing the Contract, the Contractor submits to the jurisdiction of said courts and hereby irrevocably waives any and all objections that it may have with respect to venue in any court sitting in Jackson County, Mississippi.

19. Severability: If any term or provision of the Contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
20. Disputes: Any dispute concerning a question of fact arising under this Contract shall be disposed of by good faith negotiation between duly authorized representatives of the District and the Contractor. Should such negotiation fail to resolve any differences or disputes, the issue shall be submitted to litigation before a court of competent jurisdiction in Jackson County, State of Mississippi. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the duties and obligations of the Contract.
21. Special Terms and Conditions: It is agreed and understood by each party to this Contract that there are no special terms or conditions applicable to this contractual agreement.
22. Notice: Any notice required or permitted to be given under this Contract shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below:

District: John Hannah, General Manager
West Jackson County Utility District
P.O. Box 1230
Ocean Springs, MS 39564

Contractor:


Bottom Top Construction, LLC
23232 Hwy 49 Frontage Rd
Saucier MS 39574

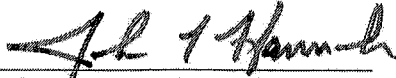
23. Entire Agreement: This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

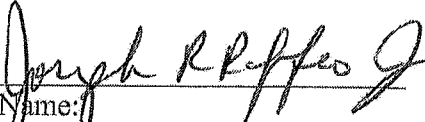
IN WITNESS WHEREOF, this contract has been entered into and executed by the parties hereto.

Witness our signatures this the 24th day of ~~May~~^{June}, 2021.

West Jackson County Utility District

Bottom 2 Top Construction, LLC


John Hannah, General Manager


Name: Joseph R. Piffes
Title: Owner

STATE OF Mississippi

COUNTY OF Jackson

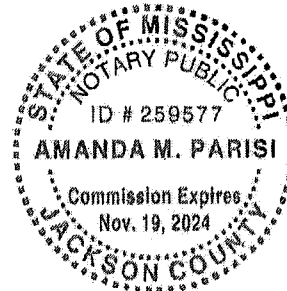
PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named John Hannah, who acknowledged to me that he is the General Manager of the West Jackson County Utility District, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of the West Jackson County Utility District, after first having been duly authorized by said District, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 27th day of May, 2021.

Amanda M. Parisi

NOTARY PUBLIC

My Commission Expires:





West Jackson County Utility District

7312 Rose Farm Road
Ocean Springs, MS 39564

P.O. Box 1230
Ocean Springs, MS 39566-1230

Phone (228) 872-3898

Fax (228) 872-3861

BOARD MEETING SIGN IN SHEET

DATE 4/22/21

1: Eric Page

2: _____

3: _____

4: _____

5: _____

6: _____

7: _____

8: _____

9: _____

10: _____