

Board of Supervisors
Madison County

Request No. _____

Project No. LSBP-45(16)

Office of State Aid Road Construction
Mississippi Department of Transportation

Date 7-25-17

Gentlemen:

I (we) (the prime contractor) (a subcontractor) propose to subcontract the following items to Simmons Erosion Control Inc.

in accordance with Special Provisions in our contract governing subletting a portion of the contract. In the event of your disapproval of this subcontracting or of your disapproval of performance of such subcontractor at any time, I (we) agree to perform such item or items of work with my (our) own organization in full compliance with all applicable terms of our contract. I (we) understand that this procedure does not relieve us of any of the responsibility under our contract.

I certify that said party is particularly experienced and equipped for such work and that the attached subcontract is the sole agreement for the work and that all pertinent provisions and requirements of the contract have been explained to this proposed subcontractor, and that when applicable, federally required contract provisions are physically incorporated into the agreement furnished to the subcontractor.

The prices shown below are the prime contract unit price:

Spec. Pay Item No.	Item	Quantity	Unit	Prime Cont. Unit Price	Amount
Please see attachment form				\$ _____	\$ _____
				\$ _____	\$ _____
				\$ _____	\$ _____
				\$ _____	\$ _____
				\$ _____	\$ _____
				\$ _____	\$ _____

I (we) hereby certify that the persons or firms are designated hereon as subcontractors with the knowledge and consent of the persons or firms named.
Date 7-25, 2017

Total this Request _____ \$ 3425.00 = _____ %

Previous Request _____ \$ _____ = _____ %

Total to Date _____ \$ _____ = _____ %

N. L. Carson Construction Co., Inc.

Prime Contractor

By: [Signature]

Address: 2221 Waggoner Road, Carthage MS 39051

Approval recommended: August 8, 2017

[Signature]
County Engineer

Approved: Board of Supervisors Madison County

(By order of the Board, dated _____)

By _____
President

Approved recommended: _____, 20____

State Aid District Engineer

I (we) hereby certify that the use of our names as subcontractor on the above items was, and is, with our knowledge and consent.

Date 7-25, 2017

Simmons Erosion Control Inc.

(Sub) Subcontractor

By: [Signature]

Address: 6690 Steve Lee Drive, Lake MS 39092
P.O. Box 206, Lake MS 39092

Approved: _____, 20____

State Aid Engineer

Approved: _____, 20____

Executive Director, Mississippi Department of Transportation

Attachment Page

ITEM	QUANTITY	UNIT	PRIME CONT. UNIT PRICE	AMOUNT
901-S-212-A Agricultural Limestone	.200	Ton	500.00	100.00
S-212-B Commercial Fertilizer (13-13-13)	.050	Ton	2,500.00	125.00
S-212-F Ammonium Nitrate	.010	Ton	5,000.00	50.00
S-214-A Seeding	.100	AC	5,000.00	500.00
S-215-A Vegetative Materials for Mulch	.300	Ton	500.00	150.00
S-233-A Temporary Silt Fence	350.000	LF	5.00	1,750.00
907-237-A Wattles, 12"	75.000	LF	10.00	750.00

Page Total:

3,425.00

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NOTICE OF REQUIREMENT FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY (EXECUTIVE ORDER 11246)

Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215-1850

Project No. LSBP-45(16)
County Madison
(Sub) Subcontract Request No. _____

I (We) N. L. Carson Construction Co., Inc. Prime Contractor on the above captioned project proposing to (sub) subcontract certain items of work to Simmons Erosion Control Inc. (Sub) Subcontractor, hereby submit the following information regarding the heretofore mentioned (sub) subcontractor to comply with the contract provisions regarding Executive Order 11246 as duplicated on the reverse side of this form.

Name: Simmons Erosion Control Inc.

P.O. Box and/or Physical Address: 6690 Steve Lee Drive

City, State and Zip Code: Lake MS 39092

Telephone Number: () 601-775-3305

Employer Identification Number: 64-0932069

Actual Dollar Amount of the Subcontract Agreement: \$3,425.00

Estimated Starting Date: _____

Estimated Completion Date: _____

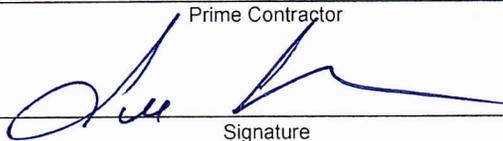
Geographical Area: Madison County, Mississippi
(List County, State and City if any portion of the contract is within the limits of an incorporated area)

Respectfully submitted,

Date 7-25, 2017

N. L. Carson Construction Co., Inc.

Prime Contractor

By:  Signature

President

Title

(Submit signed original and attach to Request for Permission to Subcontract, Form CAD-720)

(See Reverse Side)

(SUB) SUB-CONTRACT CERTIFICATION FOR FEDERAL AID PROJECTS

Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215-1850

Project No. LSBP-45(16)
County Madison
(Sub) Subcontract Request No. _____

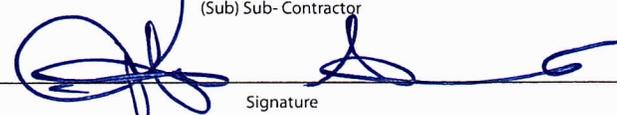
Gentlemen:

I (We) Simmons Erosion Control Inc. proposed (Sub) Sub-Contractor and I (We) N. L. Carson Construction Co., Inc. Prime Contractor(s) on the captioned project do hereby certify that Form FHWA-1273, "Required Contract Provisions All Federal-Aid Construction Contracts," has been attached to and made a part of our (Sub) Sub-Contract agreement.

Date 7-25, 2017

Date 7-25, 2017

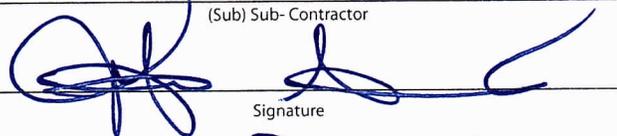
N. L. Carson Construction Co., Inc.
Prime Contractor
By: 
Signature
President
Title

Simmons Erosion Control Inc.
(Sub) Sub- Contractor
By: 
Signature
President
Title

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUB-CONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.

I (We) Simmons Erosion Control Inc. proposed (Sub) Sub-contractor hereby certify that I (We) have , have not _____ , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I (we) have , have not _____ , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under applicable filing requirements.

Date 7-25, 2017

Simmons Erosion Control Inc.
(Sub) Sub- Contractor
By: 
Signature
President
Title

(Submit signed original and attach to Request for Permission to Subcontract, Form CAD-720)

(See Reverse Side)

SUBCONTRACT
N. L. Carson Construction Co., Inc.

THIS SUBCONTRACT AGREEMENT is entered into this day between **N. L. Carson Construction Co., Inc.**, herein called the Contractor, **Simmons Erosion Control Inc.** called the Subcontractor. Terms of certain Prime Contract between the Contractor and **N. L. Carson Construction Co., Inc.**, relating to the project identified as **Madison County LSBP-45(16)**.

1. PERFORMANCE:

The Subcontractor agrees to perform the work specified and actually required, to furnish all labor, materials, equipment, supplies and other items for the work and to pay promptly for all such, and to complete the work in strict compliance with the terms of the **Prime Contract** and to the satisfaction and in compliance with the directions of the **Owner** and **Contractor**.

2. PRIME CONTRACT:

The terms, conditions, specifications, drawings, schedules and contract documents forming a part of the **Prime Contract** between the Contractor and the **Owner** for Project No **Madison County LSBP-45(16)**, hereby made a part of this subcontract by reference as fully as if set out in detail. The Subcontractor shall be bound to the same extent that the Contractor is bound by each and every covenant, obligation and provision of said **Prime Contract** and all drawings and technical specifications that relate to the work of the subcontractor.

3. WORK:

The Subcontractor shall perform all of the work necessary and actually required to complete the following items of the **Prime Contract**:

Item No.	Description	Quantity	Unit	Unit Price	Total
901-S-212-A	Agricultural Limestone	0.2	Ton	\$ 500.00	\$ 100.00
S-212-B	Commercial Fertilizer (13-13-13)	0.05	Ton	\$ 2,500.00	\$ 125.00
S-212-F	Ammonium Nitrate	0.01	Ton	\$ 5,000.00	\$ 50.00
S-214-A	Seeding	0.1	AC	\$ 5,000.00	\$ 500.00
S-215-A	Vegetative Materials for Mulch	0.3	Ton	\$ 500.00	\$ 150.00
S-233-A	Temporary Silt Fence	350	LF	\$ 5.00	\$ 1,750.00
907-237-A	Wattles, 12"	75	LF	\$ 10.00	\$ 750.00
	Total				\$ 3,425.00

Price includes tax and bond

The Subcontractor shall perform all of the work actually required to complete said items for the Unit Prices set opposite each item and said prices shall constitute the sole consideration for all work performed hereunder.

4. **PROGRESS AND COMPLETION**

Unless herein otherwise specifically provided, the Subcontractor shall commence work promptly or upon notice from the Contractor. The Subcontractor shall, in any event, prosecute the work diligently and so as to avoid delaying the progress of the Contractor or other subcontractors on other portions of the project work. The Subcontractor shall keep and maintain on the project a sufficient number of properly qualified workmen and a sufficient quantity of materials, equipment and supplies to efficiently perform the work as required without delay. Should the Subcontractor cause delay in the progress or completion of the project, Contractor may recover from Subcontractor the damage resulting therefrom, including liquidated damages assessed by the Owner and attributable thereto.

The subcontractor shall comply in all respects with the Contractor's schedule for the subcontract work. The Subcontractor acknowledges and agrees to the Contractor's right to schedule the subcontract work as the Contractor deems necessary to facilitate overall progress and completion of the project. It is specifically agreed by the parties hereto that no claim, dispute or controversy shall interfere with the progress and performance of work required to be performed under this subcontract, and the Subcontractor shall proceed as directed with his work under this subcontract by the Contractor in all instances, including but not limited to the existence of a dispute, claim or other like controversy, and that any failure of the Subcontractor to comply herewith and to proceed with his work shall automatically be deemed a default under this subcontract entitling the Contractor to all remedies available in the event of breach or default. Time is of the essence in this subcontract and the work specified herein. Contractor shall not be liable to Subcontractor for any delay resulting from the act, neglect or default of the Owner or from causes beyond Contractor's control or, in any case, beyond the granting of justifiable time extensions on written applications therefore made within three (3) days from the beginning of the claimed delay.

5. **PAYMENT:**

Subject to other provisions hereof, the Contractor agrees to pay the Subcontractor the stated consideration for said work on the basis of the quantities allowed and paid for by the Owner, and to make payment within ten (10) days from the time that the Contractor is paid for by the Owner, less the same percentage retained by the Owner, which percentage may be retained until completion of the Prime Contract and final payment by the Owner, except that the payment of retainage upon satisfactory completion of the work hereunder shall not depend upon the receipt of final payment by Owner incases where there is undue delay which is occasioned by complaints or circumstances totally unrelated to work hereunder or to the manner of performing this subcontract.

6. **ADVANCES:**

The Contractor may, but shall not be required to, advance sums to the Subcontractor for the purpose of financing the work and may offset such against any subcontract earnings, including final retainage, without the consent of and free of any claim of unauthorized prepayment by any Surety and such shall not release the Surety in whole or in part. The Contractor may, but shall not be required to supply the Subcontractor with labor, materials, equipment and supplies and other items acceptable to the Subcontractor in the performance of the work and recover the value or price therefore against the Subcontractor and the Subcontractor surety, if any, without being required to offset the same or any part thereof against the earnings of the Subcontractor.

7. **INSURANCE:**

The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability.

- 1.) **Commercial General Liability (CGL)**
 - a) CGL with limits of insurance of not less than \$1,000,000 Each Occurrence, \$2,000,000 Products/Completed Operations Aggregates \$1,000,000 Personal & Advertising Injury, \$1,000,000 Fire Damage Limit (any one fire), \$5,000 Medical Expenses (any one person) and \$2,000,000 General Aggregate Limit, such general Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 Or a substitute form proving equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
 - c) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insured on the CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the additional insured. This insurance for the additional insured. This insurance for the additional insured shall be as broad as the coverage provided for the named insured subcontractor. It shall be as broad as the coverage provided for the names insured subcontractor. It shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
 - d) Subcontractor shall maintain CGL coverage for itself and all additional Insured for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- 2.) **Automobile Liability**
 - a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) General Contractors, Owner and all other parties required of the General Contractor shall be included as insured on the auto policy.
- 3.) **Commercial Umbrella**
 - a) Umbrella limits must be at least \$1,000,000 each accident.
 - b) Umbrella coverage must include as insured all entities that are additional insured on the CGL.
 - c) Umbrella coverage for such additional insured shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverage maintained by the Subcontractor.
- 4.) **Workers Compensation and Employers Liability**
 - a) Employers Liability Insurance limits of at least \$500,000 each accident for Bodily injury by accident and \$500,000 each employee for injury by disease.
 - b) Where applicable, U. S. Long shore and Harbor workers Compensation Act Endorsement shall be attached to the policy.

- c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
- d) Where applicable, the Maritime Coverage Endorsement shall be Attached to the policy.

5) **Waiver of Subrogation**

Subrogation waives all rights against Contractor, Owner and Architect and their Agents, officers, directors and employees for recovery of damages to the extent These damages are covered by commercial general liability, commercial Umbrella liability, business auto liability or workers compensation and Employers liability insurance maintained per requirements stated above.

6) **Notification of Cancellation, Non-Renewal or Material Change in Coverage**

Subcontractor's General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies shall be endorsed to state that Contractor will be notified at least 30 days in advance in the event of cancellation, non-renewal or material change in coverage of said policies and the subcontractor will replace "will endeavor" with "must notify" in their Certificate of Insurance.

7) **Certification of Insurance**

Subcontractor shall provide Contractor with valid certificates of insurance prior to commencement of work verifying said insurance requirements have been met. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's Commercial General Liability Policy.

8. **IDEMNITY:**

To the fullest extent permitted by law, the Subcontractor shall indemnify and hold Hamless the Owner, Contractor, Architect, Architect's consultants and agents and employees of any them from and against claims, damages, losses and expenses including but not limited to attorney's fees, arising directly or indirectly out of the obligations herein undertaken or resulting out of operations conducted by the Subcontractor, the Subcontractor's Sub-subcontracts, anyone directly or indirectly employed by them or anyone for whose acts they be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, save and except claims or litigation caused by or resulting from the sole negligence of the party indemnified hereunder. Such obligation shall not negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

LAW TO APPLY

This Agreement and all Contracts hereunder shall be governed and interpreted under the laws of the State of Mississippi, and venue shall be maintainable in _____ County, State.

The parties have executed this Agreement at _____ on this the _____ day of _____ 200_____.

9.

FAILURE TO PAY CLAIMS

The Subcontractor warrants that it has sufficient funds and credit to pay currently all bills incurred in the performance of the work hereunder without the necessity of resorting to earnings for work performed. The Subcontractor agrees that failure to pay such bills, when due, shall be a breach of this subcontract for which the Contractor may, but shall not be required to, withhold all sums otherwise payable hereunder for past and future earnings until the Subcontractor presents satisfactory evidence of payment of all bills, expenses and obligations incurred by the Subcontractor relating to this subcontract and furnish, upon the Contractor's request, written releases in a form acceptable to the Contractor. In case any such bill or claim is disputed by the Subcontractor, the Contractor may consider the same to be valid until discharged and released or until satisfactory security is given for the Contractor's indemnification. At the Contractor's option, the Contractor may, but shall not be required to, pay any such bill or claim and recover the same from the Subcontractor or any surety or deduct the same from any payments (progress or retainage) otherwise due hereunder. Any and all payments made on good faith in the belief that the Contractor is liable, whether liable or not, shall be conclusive of the Contractor's right to reimbursement, and an itemized statement thereof or the checks or other evidence of payment shall be prima facie evidence of the fact and extent of the Subcontractor's liability.

10.

DEFAULT:

Should the Subcontractor at any time fail to perform any one or more of the agreements herein contained, or fail to avoid bankruptcy, receivership or attachment, or abandon the work, any such failure or abandonment shall amount to a default hereunder and the Contractor may, at the Contractor's option, after 24 hours notice to the Subcontractor, provide the labor, materials, equipment and supplies and other items necessary to perform the work and discharge the other obligations assumed by the Subcontractor and recover the cost thereof from the Subcontractor, and may deduct such cost from any money then due or thereafter due under this subcontract or any other contract between the parties, or the Contractor, at the Contractor's option, may terminate the Subcontractor and take over the work and complete the same or re-let the subcontract, deducting in any case the cost thereof (including a reasonable allowance to the Contractor for use of the Contractor's equipment based on A.E.D. rental rates and a reasonable allowance for overhead expense) from the payments that would otherwise be due hereunder. Should such cost of completing or re-letting the work exceed that remaining unpaid hereunder, then such excess shall be the liability of the Subcontractor, payable on demand. In case of any default hereunder, the Contractor may, but shall not be required to, take exclusive possession of any materials and equipment on the project belonging to the Subcontractor and use the same in completion of the work, free of all claims for the value of said materials and for the rental or use of said equipment, and free of all claims for depreciation and ordinary wear and tear.

Determination of default made by the Contractor on good faith under the belief that a default exists under the terms hereof shall be conclusive of the fact of such default and on the Contractor's right to proceed as herein provided. The liability of the Subcontractor hereunder shall extend to and include the full amount of any and all sums paid and obligations assumed by the Contractor on good faith under the belief that such payments or assumptions were necessary or required, whether actually necessary or required or not (1) in completing the work and providing labor, materials, equipment, supplies and other items therefore or re-letting the subcontract, and (2) in settlement, discharge or compromise of any claims, demands, suits and judgments pertaining to or arising out of the subcontract work. A itemized statement thereof or the checks or other evidence of payment shall be *prima facie* evidence of the fact and extent of the Subcontractor's liability.

Notwithstanding anything to the contrary in this subcontract and in addition to the Contractor's rights to terminate for breach or default, the Contractor may terminate any portion of this subcontract or the entire subcontract, regardless of fault, in the event the Owner exercises its right to terminate all or any portion of the Prime Contract. Upon such termination, the Subcontractor shall be entitled only to the amount due under the subcontract for subcontract work performed on the basis of the quantities allowed and paid for by the Owner as of the date of the termination, plus any additional amount Contractor actually recovers from Owner on Subcontractor's behalf, less any back charges or amounts otherwise due the Contractor under the terms of this subcontract.

11. **ASSIGNMENT OF CONTRACT:**

The Subcontractor shall not assign all or any part of this subcontract or sublet all or any part of the work provided for hereunder, without the prior written consent of the Contractor, but in any event, and without regard to whether such consent is given or not, the Subcontractor and its assignees agree to indemnify and save the Contractor harmless, as set forth in Article 8, even if claims are based upon items supplied to an assignee or subcontractor of the undersigned Subcontractor or to any other party (no matter how remote or disconnected) performing or having any connection whatever with the performance of the subcontract work for which the Contractor may be liable on the Prime Contract, the bond, or otherwise. No assignment or sub-letting, with or without consent, shall relieve the undersigned Subcontractor or its assignee from any obligation herein assumed. The Subcontractor shall not sub-let nor subcontract any part of this subcontract without requiring from its subcontractors and suppliers insurance coverage as set forth in Article 7 of this subcontract.

12. **WORKMEN:**

Neither the Subcontractor nor any of the Subcontractor's assigns shall employ or keep any workman whose employment on the work covered by the subcontract is objected to by the Owner or by the Contractor.

13. **LICENSES, TAXES AND PERMITS:**

The Subcontractor agrees to comply with all public laws, codes, regulations and ordinances in effect where the work under this subcontract is to be performed, and to pay all fees, licenses, permits and expenses required by such compliance, and also, to the extent that the Contractor is or may be held liable therefore, to pay all taxes and contributions imposed or required by any law relating to the employees of the Subcontractor and to the performance of said work and completion of this subcontract.

14. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS AND APPROVAL BY OWNER:**

The Subcontractor represents that it is fully familiar with all laws, ordinances, codes, executive orders, rules and regulations that apply to the work, and that the Subcontractor will comply with them in performing the work. If there is a conflict between the contract documents and any applicable law, ordinance, code, executive order, rule, or regulation, the Subcontractor will comply with the law, ordinance, code, rule or regulation at no increase in price.

The Subcontractor acknowledges that the Contractor relies on the Subcontractor's special expert knowledge of the laws, ordinances, codes, executive orders, rules and regulations that apply to its trade and the work to be performed under this subcontract. In the event the Owner has the right to approve Subcontractor, Subcontractor represents that shall promptly obtain such approval and that no cause exists for Owner to disapprove Subcontractor.

15. **DEFECTIVE WORKMANSHIP OR MATERIALS:**

No payment made under this subcontract shall be construed as an acceptance of any defective work or improper materials, and the Subcontractor agrees to guarantee and does hereby guarantee the work under this subcontract against all defects of workmanship or materials to the same extent as liability may be imposed upon the Contractor under the terms of the Prime Contract.

16. **PERFORMANCE AND PAYMENT BONDS**

If required by the Contractor prior to performance of this subcontract, the Subcontractor shall furnish to the Contractor, as obligee, a performance bond and a payment bond with a responsible surety, which is arid remains acceptable to the Contractor, each in the full amount of this subcontract ensuring the Subcontractor's faithful performance of this subcontract and the Subcontractor's prompt

payment for all labor, materials, equipment, machinery, supplies, services and other items furnished and supplied to the Subcontractor. The Subcontractor's failure to deliver satisfactory bonds within ten (10) days after demand shall be a material breach of this subcontract. Any obligation of the Subcontractor under this subcontract or under the Prime Contract incorporated by reference herein shall be equally the obligation of the surety for the Subcontractor's performance bond as if all terms and conditions of this subcontract were set forth verbatim in the performance bond.

17. NOTICE:

Any notice provided for herein may be given in writing by United States mail, telecopier or personal delivery. Notice by mail shall be considered as given when addressed to the last known post office address of the party to receive the same and deposited in the United States mail, and shall be effective for all purposes, as of the time of such deposit, whether actually received by the addressee or not. Notice by any other means shall be effective when communicated to or received by the party involved.

18. NON-WAIVER

The failure of either party to invoke any provision hereof or assert any right given hereunder on any one occasion or on any series of occasions shall not amount to or be interpreted as a waiver or release of any such provision or right.

19. CHANGES:

The Contractor may issue written change orders to this subcontract, without notice to the Subcontractor's sureties. The Subcontractor shall be obligated to perform such written change orders without delay. With respect to any change in the subcontract work, in whole or in part, the Subcontractor shall be entitled to any adjustment in the subcontract amount and an extension in the subcontract time, but only to the extent of adjustments and time extensions that the Contractor, on behalf of the Subcontractor, actually receives from the Owner for such changes, and the Subcontractor shall have no independent or separate claims against the Contractor for further adjustment in price or extension of time. The failure to agree to amount of contract adjustment owed due to the change order shall not relieve the Subcontractor of its duty to proceed with the work required under this subcontract as well as any change orders issued by the Contractor. All changes must be in writing. Oral changes to work under this subcontract are not valid and will not be recognized. The subcontractor shall have no claim or entitlement to payment for any addition to or change in subcontract work unless, prior to performance, the Subcontractor receives a written change order for such change or addition from an authorized representative of the Contractor.

20. LEGAL EFFECT:

All proposals, negotiations, and representations with respect to this subcontract, whether oral or written, are hereby superseded and merged into this subcontract. This subcontract cannot be changed, modified altered, suspended, or terminated, except in writing signed by an authorized representative of the Contractor. No delay, waiver, forbearance, or failure by the Contractor to exercise rights or remedies under this subcontract or to insist upon strict compliance by the Subcontractor shall relieve the Subcontractor from strict compliance with all terms and conditions hereof or shall waive, restrict, or adversely affect any of the Contractor's rights and remedies as to any subsequent or continuing failure of the Subcontractor to comply strictly with all terms and conditions of this subcontract. The invalidity or unenforceability of any term or condition of this subcontract shall not invalidate, render unenforceable, or adversely affect the remaining terms and conditions. The laws of the State of Mississippi shall govern this subcontract. The subcontractor shall be liable for all damages, costs, and expenses, including attorneys' fees incurred by the Contractor in enforcing the terms and conditions of this subcontract. This subcontract shall be binding upon the successors-in-interest of the parties hereto, but

Otherwise nothing in this subcontract is intended nor shall be construed to give rights or to confer benefits to third parties.

WITNESS OUR SIGNATURES, on this the 25th day of July 20017

WITNESS
Cindy P. Ware

SUBCONTRACTOR:
BY: [Signature]
TITLE: President

WITNESS
Shen Morgan

CONTRACTOR:
BY: [Signature]
TITLE: President