

Department of Engineering
Tim Bryan, P.E., County Engineer

3137 South Liberty Street, Canton, MS 39046
Office (601) 790-2525 FAX (601) 859-3430

MEMORANDUM

January 27, 2021

To: Sheila Jones, Supervisor, District I
Trey Baxter, Supervisor, District II
Gerald Steen, Supervisor, District III
Karl Banks, Supervisor, District IV
Paul Griffin, Supervisor, District V

From: Tim Bryan, P.E.
County Engineer

Re: Permission to Subcontract
SAP-45(18)M Robinson Road Subcontract Requests

The Engineering Department requests that the Board allow Dickerson & Bowen, Inc. to subcontract work to the following subcontractors:

Traffic Control Products Company, Inc.
Lane Line, LLC.
Kimes & Stone Construction Company, Inc.

and to authorize the Board President to sign State Aid form (FAS-S.A.) SC-1 for each subcontract.

SHEILA JONES
District One

TREY BAXTER
District Two

GERALD STEEN
District Three

KARL BANKS
District Four

PAUL GRIFFIN
District Five

Stantec Consulting Services Inc.

101 Webster Circle, Suite 101
 Madison MS 39110
 Tel: (601) 853-3780

To:	Tim Bryan	From:	Brian Robbins
Company:	Madison County Board of Supervisors	<input type="checkbox"/>	For Your Information
Address:	3137 South Liberty Street Canton, MS 39046	<input checked="" type="checkbox"/>	For Your Approval
Phone:	601-790-2520	<input type="checkbox"/>	For Your Review
Date:	January 20, 2021	<input type="checkbox"/>	As Requested
File:			
Delivery:	Regular Mail		

**Reference: Sub-Contract Requests #1, 2, & 3 for Robinson Road SAP-45(18)M
 From Dickerson & Bowen**

Attachment:

Copies	Doc Date	Pages	Description
6			Subcontract Request #1
6			Subcontract Request #2
6			Subcontract Request #3

Please have the Board President execute and the Chancery Clerk Seal all eighteen (18) of the original subcontract requests enclosed and return all originals to me so that I can deliver to State Aid for their approval and execution. Once State Aid has approved them they will disperse originals back to all parties.

STANTEC CONSULTING SERVICES INC.


Brian Robbins, PE
 Senior Associate
 Phone: (601) 638-2642
 Fax:
 brian.robbsins@stantec.com

Design with community in mind



A HIGHWAY CONSTRUCTION COMPANY

January 15, 2021

Brian Robbins, P.E.
Stantec
901 Jackson Street
Vicksburg, MS 39183

RE: SAP-45(18)M Robinson Road
Madison County

Dear Mr. Robbins,

Enclosed are 6 copies of form (FAS-S.A.) SC-1 Request for permission to Subcontract with Attachments, and 1 copy of the subcontracts for the following subcontractors for the above referenced project.

1. Traffic Control Products Co., Inc.
2. Lane Line, LLC
3. Kimes & Stone Construction Co., Inc.

Should you require additional information please advise.

Sincerely
Dickerson & Bowen Inc.

A handwritten signature in blue ink, appearing to read "Blake Clarke".

Blake Clarke
Cell: 601-754-2795

Board of Supervisors
Madison County

Request No. 1
Project No. SAP-45(18)M

Office of State Aid Road Construction
Mississippi Department of Transportation

Date _____

Gentlemen:

I (we) (the prime contractor) (a subcontractor) propose to subcontract the following items to Traffic Control Products Co., 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 (Portion)	Quantity	Unit	Prime Cont. Unit Price	Amount
S-200-A	MOBILIZATION	1	LS	\$ 750.00	\$ 750.00
* S-618-A	MAINTENANCE OF TRAFFIC (Portion)(SI)	1	LS	\$ 12,970.00	\$ 12,970.00
* S-618-B	ADDITIONAL CONSTRUCTION SIGNS (SI)	0	SF	\$ 10.00	\$ 0.00
* S-630-A	REFLECTORIZED TRAFFIC WARNING (SI)	38	EA	\$ 137.00	\$ 5,206.00
* S-630-B	REFLECTORIZED TRAFFIC REGULAT (SI)	10	EA	\$ 127.00	\$ 1,270.00
* S-630-C	REFLECTORIZED TRAFFIC OBJECT (SI)	16	EA	\$ 97.00	\$ 1,552.00

* Specialty Items Not included in Percentages

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 January 11, 2021

Dickerson & Bowen, Inc.

By: [Signature] Prime Contractor
President

Address: P.O. Box 1008 Brookhaven, MS 39602-1008

Approval recommended: _____, 20____

County Engineer

Approved: Board of Supervisors Madison
County

(By order of the Board, dated _____)

By _____
President

Approved recommended: _____, 20____

State Aid District Engineer

Total this Request \$ 21,748.00 = 0.07 %

Previous Request \$ 0 = 0 %

Total to Date \$ 21,748.00 = 0.07 %

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 January 4, 2021

Traffic Control Products Co., Inc.

By: [Signature] (Sub) Subcontractor

Address: P.O. Box 820 Brandon, MS 39043

Approved: _____, 20____

State Aid Engineer

Approved: _____, 20____

Executive Director, Mississippi Department of Transportation

PROJECT SAP-45(18)M

COUNTY: Madison County

DETAIL ANALYSIS OF BID ITEMS

ITEM	S-200-A	Mobilization		QUANTITY		
	LABOR INC. PAYROLL TAXES INS.	\$	15,029.75	Quantity	1	LS
	EQUIPMENT	\$	18,369.70			
	MATERIALS	\$	-			
	Subcontract-TCP	\$	750.00			
	Subcontract-Lane Line, LLC	\$	5,000.00			
	Subcontract-Kimes & Stone	\$	5,000.00			
	Sub total	\$	44,149.45			
	Overhead and mark up	\$	4,415.14			
	Tax and Bond @ 4.5%	\$	2,185.41			
	Total unit bid price	\$	50,750.00			
	TOTAL ITEM AMOUNT BID			\$	50,750.00	

NOTE: Mobilization

PROJECT SAP-45(18)M

COUNTY: Madison County

DETAIL ANALYSIS OF BID ITEMS

ITEM	S-618-A	Maintenance of Traffic	QUANTITY
	LABOR INC. PAYROLL TAXES INS.	\$ 3,570.72	Quantity 1 LS
	EQUIPMENT	\$ 2,380.48	
	MATERIALS	\$ -	
	Subcontract- TCP	\$ 12,970.00	
	Sub total	\$ 18,921.20	
	Overhead and mark up	\$ 1,892.20	
	Tax and Bond @ 4.5%	\$ 936.60	
	Total unit bid price	\$ 21,750.00	
	TOTAL ITEM AMOUNT BID		\$ 21,750.00

NOTE: TCP will install signs, and provide traffic control devices D&B will maintain them through out the project.



Subcontract #: 20-1208-3

SUBCONTRACT

THIS SUBCONTRACT AGREEMENT is entered into this day between Dickerson & Bowen, Inc., herein called the Contractor, and TRAFFIC CONTROL PRODUCTS herein called the Subcontractor for the performance by the Subcontractor of certain work hereinafter specified as called for under the terms of a certain Prime Contract between State Aid/Madison County, relating to the project identified as SAP-45(18)M Robinson Rd Madison County

THE PARTIES AGREE AND BIND THEMSELVES, their heirs, successors and assigns follows:

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 work in strict compliance with the terms of the Prime Contract and to the satisfaction of 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 SAP-45(18)M Robinson Rd Madison County are 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:

The Scope of work shall include but not be limited to:

Contract Item	Description	Quantity	UM	Unit Price	Extended Price
S-618-A	Mobilization	1	LS	750.00	750.00
S-618-A	Maintenance of Traffic	1	LS	12,970.00	12,970.00
S-618-B	Additional Construction Signs	0	SF	10.00	0.00
S-630-A	REFLECTORIZED TRAFFIC WARNING SIGN (ENCAPSULATED LENS)	38	EA	137.00	5,206.00
S-630-B	REFLECTORIZED TRAFFIC REGULATORY SIGN (ENCAPSULATED LENS)	10	EA	127.00	1,270.00
S-630-C	REFLECTORIZED TRAFFIC OBJECT MARKER (ENCAPSULATED LENS)(TYPE	16	EA	97.00	1,552.00

Contractor agrees to pay the Subcontractor the sum of Twenty-One Thousand Seven Hundred Forty-Eight And 00/100 \$ 21,748.00 referred to as the Subcontract Sum herein.

Prices above include tax or bond. The attached quote shall become a part of this agreement.

It is understood that all quantities set out above are approximate. The Subcontractor shall perform all of the work actually required to complete said items for the Unit Price 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 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 damages 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 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 and 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 therefor 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 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 the Owner in cases where there is undue delay which is occasioned by complaints or circumstances totally unrelated to the 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 the 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 thereof 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 obtain, before commencement of work, and maintain until final acceptance of the Prime Contract, full insurance coverage, including as a minimum the following types of insurance with the stated policy limits.

Contractors Liability \$1,000,000.00 each occurrence \$2,000,000.00 Aggregate
Auto \$1,000,000.00 combined single limit- each accident
WC/EL-Statutory \$500,000.00 each accident; \$500,000.00 each employee \$1,000,000.00 policy limit.

In addition to the insurance listed, the Contractor may, at its sole discretion, require the Subcontractor to provide additional or different insurance coverage which applies to this project. Before commencing the subcontract work, the Subcontractor will submit to the Contractor Certificates of Insurance with number of copies and content as required by the Contractor, certifying the types and the amounts of coverage, certifying that said insurance applies to all activities and liability of the Subcontractor pursuant to this subcontract and certifying that the Contractor is an additional insured under the Subcontractor's policy. No policy of insurance may be

cancelled or reduced during the period of construction, and the Subcontractor shall obtain an endorsement to its policies and insurance certificates providing substantially as follows: Insurer may not cancel this policy or reduce coverage for a period of thirty (30) days after Contractor receives written notice of the insurer's intention to cancel or reduce the coverage.

The Subcontractor's failure to maintain complete insurance shall be a material breach authorizing the Contractor, at the Contractor's sole election, either to terminate this subcontract or to provide full insurance coverage at the Subcontractor's sole expense; however, in neither case shall the Subcontractor's liability be lessened.

8. **INDEMNITY:**

The Subcontractor covenants to defend, indemnify, save harmless, protect, and exonerate both the Contractor (its agents, employees, representatives, and sureties) and the Owner from any and all claims, liability, and damages, of any kind or nature, whether in contract, tort or otherwise, which arise out of or relate to the obligations assumed herein by the Subcontractor or the Subcontractor's (including its successors, agents and employees) actions, inactions or omissions in performing under this subcontract. Pursuant to this indemnity provision, the Subcontractor shall also be liable for all costs and expenses, including but not limited to attorney's fees, incurred by the Contractor or the Owner in prosecuting or defending any claim, suit or other action which arises out of or relates to the obligations assumed herein by the Subcontractor or the Subcontractor's (including its successors, agents and employees) actions, inactions or omissions in performing under this subcontract. The foregoing covenants and indemnity obligations shall apply to the fullest extent permitted by law.

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 hour 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 thereof 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. 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.

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 rights 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 SUBCONTRACT:

The Subcontractor shall not assign all or any part of this subcontract or sub-let 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 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 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 thereof, 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 shall follow all OSHA requirements including but not limited to those related to silica standards.

The Subcontractor represents that it is fully familiar with the laws, ordinances, codes, rules, and regulations that apply to the work, and that all 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 regulations 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 it 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 oblige, a performance bond and payment bond with a responsible surety, which is and 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 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, tele copier or personal delivery. Notice by mail shall be considered as given when addresses 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 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 rights.

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 an 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 unenforceability of any term and 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 attorney's fees incurred by the Contractor in enforcing the terms and conditions of 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.

The Subcontractor shall not employ any illegal immigrant or other person not properly authorized or legally entitled either to be present at the place of the Project or to work in any capacity affecting the Project. The Subcontractor shall discharge promptly, properly, continuously, and fully all of Contractor's obligations imposed by the Mississippi Employment Protection Act and all other laws and regulations with respect to individuals hired by or working for the Subcontractor on the Project or in connection with this Subcontract. The Subcontractor represents that, as regards all those employed by or for whom the Subcontractor is legally responsible, all requirements for verification of legal status through the federal government's E-Verify System or otherwise have been and will continue to be strictly followed for the duration of Subcontractor's performance of or obligations under this Subcontract. The subcontractor acknowledges that the Contractor will rely upon Subcontractor's representations, and the subcontractor shall indemnify and defend Contractor from any and all liability, cost, and expense attributable to Subcontractor's failure to discharge the obligations set forth herein.

WITNESS OUR SIGNATURES, on this the 11th day of January, 2021.

WITNESS:



Subcontractor: **TRAFFIC CONTROL PRODUCTS**

BY: Wendy R. Cairns

TITLE: President

WITNESS:



Contractor: **Dickerson & Bowen, Inc.**

BY: Steve Williams

TITLE: President

Board of Supervisors
Madison County

Request No. 2
Project No. SAP-45(18)M

Office of State Aid Road Construction
Mississippi Department of Transportation

Date _____

Gentlemen:

I (we) (the prime contractor) (a subcontractor) propose to subcontract the following items to Lane Line, LLC.

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 (Portion)	Quantity	Unit LS	Prime Cont. Unit Price	Amount
S-200-A	MOBILIZATION	1		\$ 5,000.00	\$ 5,000.00
S-621-C	4" WIDE THERMOPLASTIC EDGE S	15.953	MI	\$ 1,200.00	\$ 19,143.60
S-621-D	4" WIDE THERMOPLASTIC TRAFFIC	2.156	MI	\$ 450.00	\$ 970.20
S-621-E-1	4" WIDE THERMOPLASTIC TRAFFIC	73,218.000	LF	\$ 0.30	\$ 21,965.40
S-621-G-1	THERMOPLASTIC DETAIL STRIPE	726.000	LF	\$ 1.00	\$ 726.00
S-621-H-1	THERMOPLASTIC LEGEND (WHITE)	990.000	LF	\$ 1.50	\$ 1,485.00
S-627-L	TWO-WAY YELLOW MARKERS	716.000	EA	\$ 4.00	\$ 2,864.00

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 January 14th, 2021

Dickerson & Bowen, Inc.

By: [Signature] Prime Contractor
President

Address: P.O. Box 1008 Brookhaven, MS 39602-1008

Approval recommended: _____, 20____

County Engineer

Approved: Board of Supervisors Madison
County

(By order of the Board, dated _____)

By _____
President

Approval recommended: _____, 20____

State Aid District Engineer

Total this Request \$ 52,154.20 = 4.90 %

Previous Request \$ 21,748.00 = 0.07 %

Total to Date \$ 73,902.20 = 4.97 %

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 1-11-21, 20____

Lane Line, LLC.

By: [Signature] (Sub) Subcontractor

Address: 1353 Flowood Dr Suite L Flowood, MS 39232

Approved: _____, 20____

State Aid Engineer

Approved: _____, 20____

Executive Director, Mississippi Department of Transportation

PROJECT SAP-45(18)M

COUNTY: Madison County

DETAIL ANALYSIS OF BID ITEMS

ITEM	S-200-A	Mobilization		QUANTITY
	LABOR INC. PAYROLL TAXES INS.	\$	15,029.75	Quantity 1 LS
	EQUIPMENT	\$	18,369.70	
	MATERIALS	\$	-	
	Subcontract-TCP	\$	750.00	
	Subcontract-Lane Line, LLC	\$	5,000.00	
	Subcontract-Kimes & Stone	\$	5,000.00	
	Sub total	\$	44,149.45	
	Overhead and mark up	\$	4,415.14	
	Tax and Bond @ 4.5%	\$	2,185.41	
	Total unit bid price	\$	50,750.00	
	TOTAL ITEM AMOUNT BID			\$ 50,750.00

NOTE: Mobilization



Subcontract #: 20-1208-2

SUBCONTRACT

THIS SUBCONTRACT AGREEMENT is entered into this day between **Dickerson & Bowen, Inc.** herein called the Contractor, and **LANE LINE, LLC** herein called the Subcontractor for the performance by the Subcontractor of certain work hereinafter specified as called for under the terms of a certain Prime Contract between State Aid/Madison County, relating to the project identified as **SAP-45(18)M Robinson Rd Madison County**

THE PARTIES AGREE AND BIND THEMSELVES, their heirs, successors and assigns follows:

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 work in strict compliance with the terms of the Prime Contract and to the satisfaction of 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 **SAP-45(18)M Robinson Rd Madison County** are 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:

The Scope of work shall include but not be limited to:

Contract Item	Description	Quantity	UM	Unit Price	Extended Price
S-621-G-1	THERMOPLASTIC DETAIL STRIPE (4" EQUIVALENT LENGTH) (WHITE) (726	LF	1.00	726.00
S-621-E-1	4" WIDE THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW) (90	7,3218	LF	0.30	21,965.40
S-621-C	4" WIDE THERMOPLASTIC EDGE STRIP (CONTINUOUS WHITE) (60 mils	15.953	MLS	1200.00	19,143.60
S-621-D	4" WIDE THERMOPLASTIC TRAFFIC STRIPE (SKIP YELLOW) (90 mils)	2.156	MLS	450.00	970.20
S-627-L	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	716	EA	4.00	2,864.00

S-621-H-1	THERMOPLASTIC LEGEND (WHITE) (120 mils)	990	LF	1.50	1,485.00
S-618-A	Mobilization	1	LS	5,000.00	5,000.00

Contractor agrees to pay the Subcontractor the sum of Fifty-Two Thousand One Hundred Fifty-Four And 20/100 \$ 52,154.20 referred to as the Subcontract Sum herein.

Prices above include tax or bond. The attached quote shall become a part of this agreement.

It is understood that all quantities set out above are approximate. The **Subcontractor** shall perform all of the work actually required to complete said items for the Unit Price 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 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 damages 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 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 and 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 therefor 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 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 the **Owner** in cases where there is undue delay which is occasioned by complaints or circumstances totally unrelated to the 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 the 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 thereof 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:**

as per limits quoted on 2/2/20

The **Subcontractor** shall obtain, before commencement of work, and maintain until final acceptance of the **Prime Contract**, full insurance coverage, including as a minimum the following types of insurance with the stated policy limits.

**Contractors Liability \$1,000,000.00 each occurrence \$2,000,000.00 Aggregate
Auto \$1,000,000.00 combined single limit- each accident
WC/EL-Statutory \$500,000.00 each accident; \$500,000.00 each employee \$1,000,000.00 policy limit.**

~~In addition to the insurance listed, the Contractor may, at its sole discretion, require the Subcontractor to provide additional or different insurance coverage which applies to this project.~~ Before commencing the subcontract work, the **Subcontractor** will submit to the **Contractor** Certificates of Insurance with number of copies and content as required by the **Contractor**, certifying the types and the amounts of coverage, certifying that said insurance applies to all activities and liability of the **Subcontractor** pursuant to this subcontract and certifying that the **Contractor** is an additional insured under the **Subcontractor's** policy. No policy of insurance may be cancelled or reduced during the period of construction, and the **Subcontractor** shall obtain an endorsement to its policies and insurance certificates providing substantially as follows: Insurer may not cancel this policy or reduce coverage for a period of thirty (30) days after Contractor receives written notice of the insurer's intention to cancel or reduce the coverage.

The **Subcontractor's** failure to maintain complete insurance shall be a material breach authorizing the **Contractor**, at the **Contractor's** sole election, either to terminate this subcontract or to provide full insurance coverage at the **Subcontractor's** sole expense; however, in neither case shall the **Subcontractor's** liability be lessened.

As Per MS Code 31-5-41
No Intermediate Indemity

8. **INDEMNITY:**

The **Subcontractor** covenants to defend, indemnify, save harmless, protect, and exonerate both the **Contractor** (its agents, employees, representatives, and sureties) and the **Owner** from any and all claims, liability, and damages, of any kind or nature, whether in contract, tort or otherwise, which arise out of or relate to the obligations assumed herein by the **Subcontractor** or the **Subcontractor's** (including its successors, agents and employees) actions, inactions or omissions in performing under this subcontract. Pursuant to this indemnity provision, the **Subcontractor** shall also be liable for all costs and expenses, including but not limited to attorney's fees, incurred by the **Contractor** or the **Owner** in prosecuting or defending any claim, suit or other action which arises out of or relates to the obligations assumed herein by the **Subcontractor** or the **Subcontractor's** (including its successors, agents and employees) actions, inactions or omissions in performing under this subcontract. The foregoing covenants and indemnity obligations shall apply to the fullest extent permitted by law.

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 hour 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 thereof 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. 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.

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 rights 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 SUBCONTRACT:

The **Subcontractor** shall not assign all or any part of this subcontract or sub-let 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 **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 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 thereof, 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** shall follow all OSHA requirements including but not limited to those related to silica standards.

The **Subcontractor** represents that it is fully familiar with the laws, ordinances, codes, rules, and regulations that apply to the work, and that all **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 regulations 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 it 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 oblige, a performance bond and payment bond with a responsible surety, which is and 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 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, tele copier or personal delivery. Notice by mail shall be considered as given when addresses 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 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 rights.

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 an 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 unenforceability of any term and 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 attorney's fees incurred by the **Contractor** in enforcing the terms and conditions of 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.

The Subcontractor shall not employ any illegal immigrant or other person not properly authorized or legally entitled either to be present at the place of the Project or to work in any capacity affecting the Project. The Subcontractor shall discharge promptly, properly, continuously, and fully all of Contractor's obligations imposed by the Mississippi Employment Protection Act and all other laws and regulations with respect to individuals hired by or working for the Subcontractor on the Project or in connection with this Subcontract. The Subcontractor represents that, as regards all those employed by or for whom the Subcontractor is legally responsible, all requirements for verification of legal status through the federal government's E-Verify System or otherwise have been and will continue to be strictly followed for the duration of Subcontractor's performance of or obligations under this Subcontract. The subcontractor acknowledges that the Contractor will rely upon Subcontractor's representations, and the subcontractor shall indemnify and defend Contractor from any and all liability, cost, and expense attributable to Subcontractor's failure to discharge the obligations set forth herein.

WITNESS OUR SIGNATURES, on this the 14th day of January, 2021.

WITNESS:



Subcontractor: LANE LINE, LLC

BY: 

TITLE: President

WITNESS:



Contractor: Dickerson & Bowen, Inc.

BY: 

TITLE: President

Attachment #1 Quote

Board of Supervisors
Madison County

Request No. 3

Project No. SAP-45(18)M

Office of State Aid Road Construction
Mississippi Department of Transportation

Date _____

Gentlemen:

I (we) (the prime contractor) (a subcontractor) propose to subcontract the following items to Kimes & Stone Construction Co., 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 (Portion)	Quantity	Unit LS	Prime Cont. Unit Price	Amount
S-200-A	MOBILIZATION	1		\$ 5,000.00	\$ 5,000.00
S-632-A	ROADBED RECLAMATION (Portion)	2,324	SY	\$ 13.25	\$ 30,793.00
				\$ _____	\$ _____
				\$ _____	\$ _____
				\$ _____	\$ _____
				\$ _____	\$ _____

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 January 14, 2021

Dickerson & Bowen, Inc.

By: [Signature] Prime Contractor
President

Address: P.O. Box 1008 Brookhaven, MS 39602-1008

Approval recommended: _____, 20____

County Engineer

Approved: Board of Supervisors Madison
County

(By order of the Board, dated _____)

By _____
President

Approved recommended: _____, 20____

State Aid District Engineer

Total this Request \$ 35,793.00 = 3.36 %

Previous Request \$ 73,902.20 = 4.97 %

Total to Date \$ 109,695.20 = 8.33 %

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 January 14, 2021

Kimes & Stone Construction Co., Inc.

(Sub) Subcontractor

By: [Signature]

Address: P.O. Box 550 Booneville, MS 38829

Approved: _____, 20____

State Aid Engineer

Approved: _____, 20____

Executive Director, Mississippi Department of Transportation

PROJECT SAP-45(18)M

COUNTY: Madison County

DETAIL ANALYSIS OF BID ITEMS

ITEM	S-200-A	Mobilization		QUANTITY
	LABOR INC. PAYROLL TAXES INS.	\$	15,029.75	Quantity 1 LS
	EQUIPMENT	\$	18,369.70	
	MATERIALS	\$	-	
	Subcontract-TCP	\$	750.00	
	Subcontract-Lane Line, LLC	\$	5,000.00	
	Subcontract-Kimes & Stone	\$	5,000.00	
	Sub total	\$	44,149.45	
	Overhead and mark up	\$	4,415.14	
	Tax and Bond @ 4.5%	\$	2,185.41	
	Total unit bid price	\$	50,750.00	
	TOTAL ITEM AMOUNT BID			\$ 50,750.00

NOTE: Mobilization

PROJECT SAP-45(18)M

COUNTY: Madison County

DETAIL ANALYSIS OF BID ITEMS

ITEM	S-632-A	Roadbed Reclamation	QUANTITY
	LABOR INC. PAYROLL TAXES INS.	\$ 0.77	Quantity 2324 SY
	EQUIPMENT	\$ 1.23	
	MATERIALS	\$ -	
	Subcontract- Kimes & Stone	\$ 13.25	
	Sub total	\$ 15.25	
	Overhead and mark up	\$ 0.54	
	Tax and Bond @ 4.5%	\$ 0.71	
	Total unit bid price	\$ 16.50	
	TOTAL ITEM AMOUNT BID		\$ 38,346.00

NOTE: Kimes & Stone will perform the Reclamation, D&B will assist as needed.



Subcontract #: 20-1208-1

SUBCONTRACT

THIS SUBCONTRACT AGREEMENT is entered into this day between **Dickerson & Bowen, Inc.** herein called the Contractor, and **KIMES & STONE** herein called the Subcontractor for the performance by the Subcontractor of certain work hereinafter specified as called for under the terms of a certain Prime Contract between State Aid/Madison County, relating to the project identified as **SAP-45(18)M Robinson Rd Madison County**

THE PARTIES AGREE AND BIND THEMSELVES, their heirs, successors and assigns follows:

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 work in strict compliance with the terms of the Prime Contract and to the satisfaction of 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 **SAP-45(18)M Robinson Rd Madison County** are 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:

The Scope of work shall include but not be limited to:

Contract Item	Description	Quantity	UM	Unit Price	Extended Price
S-632-A	ROADBED RECLAMATION	2,324	SY	13.25	30,793.00
S-618-A	Mobilization	1	LS	5,000.00	5,000.00

Contractor agrees to pay the Subcontractor the sum of Thirty-Five Thousand Seven Hundred Ninety-Three And 00/100 \$ 35,793.00 referred to as the Subcontract Sum herein.

Prices above include tax or bond. The attached quote shall become a part of this agreement.

It is understood that all quantities set out above are approximate. The Subcontractor shall perform all of the work actually required to complete said items for the Unit Price 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 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 damages 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 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 and 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 therefor 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 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 the **Owner** in cases where there is undue delay which is occasioned by complaints or circumstances totally unrelated to the 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 the 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 thereof 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 obtain, before commencement of work, and maintain until final acceptance of the **Prime Contract**, full insurance coverage, including as a minimum the following types of insurance with the stated policy limits.

Contractors Liability \$1,000,000.00 each occurrence \$2,000,000.00 Aggregate
Auto \$1,000,000.00 combined single limit- each accident
WC/EL-Statutory \$500,000.00 each accident; \$500,000.00 each employee \$1,000,000.00 policy limit.

In addition to the insurance listed, the **Contractor** may, at its sole discretion, require the **Subcontractor** to provide additional or different insurance coverage which applies to this project. Before commencing the subcontract work, the **Subcontractor** will submit to the **Contractor** Certificates of Insurance with number of copies and content as required by the **Contractor**, certifying the types and the amounts of coverage, certifying that said insurance applies to all activities and liability of the **Subcontractor** pursuant to this subcontract and certifying that the **Contractor** is an additional insured under the **Subcontractor's** policy. No policy of insurance may be cancelled or reduced during the period of construction, and the **Subcontractor** shall obtain an endorsement to its policies and insurance certificates providing substantially as follows: Insurer may not cancel this policy or reduce coverage for a period of thirty (30) days after **Contractor** receives written notice of the insurer's intention to cancel or reduce the coverage.

The **Subcontractor's** failure to maintain complete insurance shall be a material breach authorizing the **Contractor**, at the **Contractor's** sole election, either to terminate this subcontract or to provide full insurance coverage at the **Subcontractor's** sole expense; however, in neither case shall the **Subcontractor's** liability be lessened.

8. **INDEMNITY:**

The **Subcontractor** covenants to defend, indemnify, save harmless, protect, and exonerate both the **Contractor** (its agents, employees, representatives, and sureties) and the **Owner** from any and all claims, liability, and damages, of any kind or nature, whether in contract, tort or otherwise, which arise out of or relate to the obligations assumed herein by the **Subcontractor** or the **Subcontractor's** (including its successors, agents and employees) actions, inactions or omissions in performing under this subcontract. Pursuant to this indemnity provision, the **Subcontractor** shall also be liable for all costs and expenses, including but not limited to attorney's fees, incurred by the **Contractor** or the **Owner** in prosecuting or defending any claim, suit or other action which arises out of or relates to the obligations assumed herein by the **Subcontractor** or the **Subcontractor's** (including its successors, agents and employees) actions, inactions or omissions in performing under this subcontract. The foregoing covenants and indemnity obligations shall apply to the fullest extent permitted by law.

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 hour 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 thereof 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. 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.

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 rights 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 SUBCONTRACT:**

The **Subcontractor** shall not assign all or any part of this subcontract or sub-let 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 **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 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 thereof, 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** shall follow all OSHA requirements including but not limited to those related to silica standards.

The **Subcontractor** represents that it is fully familiar with the laws, ordinances, codes, rules, and regulations that apply to the work, and that all **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 regulations 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 it 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 oblige, a performance bond and payment bond with a responsible surety, which is and 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 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, tele copier or personal delivery. Notice by mail shall be considered as given when addresses 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 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 rights.

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 an 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 unenforceability of any term and 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 attorney's fees incurred by the Contractor in enforcing the terms and conditions of 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.

The Subcontractor shall not employ any illegal immigrant or other person not properly authorized or legally entitled either to be present at the place of the Project or to work in any capacity affecting the Project. The Subcontractor shall discharge promptly, properly, continuously, and fully all of Contractor's obligations imposed by the Mississippi Employment Protection Act and all other laws and regulations with respect to individuals hired by or working for the Subcontractor on the Project or in connection with this Subcontract. The Subcontractor represents that, as regards all those employed by or for whom the Subcontractor is legally responsible, all requirements for verification of legal status through the federal government's E-Verify System or otherwise have been and will continue to be strictly followed for the duration of Subcontractor's performance of or obligations under this Subcontract. The subcontractor acknowledges that the Contractor will rely upon Subcontractor's representations, and the subcontractor shall indemnify and defend Contractor from any and all liability, cost, and expense attributable to Subcontractor's failure to discharge the obligations set forth herein.

WITNESS OUR SIGNATURES, on this the 14th day of January, 2021.

WITNESS:

Subcontractor: **KIMES & STONE**

BY: 

TITLE: Vice President

WITNESS:

Contractor: **Dickerson & Bowen, Inc.**

BY: 

TITLE: President