

## AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Bay St. Louis ("Owner") and  
JLB Contractors, LLC ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

### ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Drainage improvements, including replacement of drainage culverts, regrading of roadside ditches, cleaning and grading ditches, and clearing and de-snagging drainage channels

### ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Scianna Lane Neighborhood Drainage Improvements

### ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **James J. Chiniche, P.A., Inc. DBA Chiniche Engineering and Surveying** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by "Engineer".

### ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially complete within **120 calendar days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **150 calendar days** after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also

## 00900 AGREEMENT BETWEEN OWNER AND CONTRACTOR

recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

### 4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

## ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

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### ARTICLE 6—PAYMENT PROCEDURES

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

#### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment pursuant to the Owner's docket schedule, which will be made available to the Contractor. Owner will not be responsible for the failure of Contractor to comply with the docket schedule. Invoices will be paid within thirty days of approval. If there is any dispute over an invoice, Owner will provide notice to Contractor within 10 (ten) days of Owner's consideration of the invoice. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. 95 percent of the value of the Work completed (with the balance being retainage).
      - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
  - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

#### 6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

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### 6.05 *Interest*

- A. All amounts not paid when due shall bear interest at statutory rate.

## ARTICLE 7—CONTRACT DOCUMENTS

### 7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.
  5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  6. Drawings (not attached but incorporated by reference) consisting of 22 sheets with each sheet bearing the following general title: Scianna Lane Neighborhood Drainage Improvements
  7. Drawings listed on the attached sheet index.
  8. Addenda.
  9. Exhibits to this Agreement (enumerated as follows):
    - a. **Contractor's Bid Pages**
    - b. Addendum to City of Bay St. Louis Contracts
    - c. \*\*\* any other attachments outside of standard documents
  10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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### ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

#### 8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda, and any other data and reference items identified in the Contract Documents.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with and satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied all reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

**00900 AGREEMENT BETWEEN OWNER AND CONTRACTOR**

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner:

City of Bay St. Louis  
(typed or printed name of organization)  
By: [Signature]  
(individual's signature)  
Date: 5-31-24  
(date signed)  
Name: Michael Favre  
(typed or printed)  
Title: Mayor  
(typed or printed)

Attest: [Signature]  
(individual's signature)  
Title: city clerk  
(typed or printed)

Address for giving notices:

688 Highway 90  
Bay St. Louis, MS 39520

Designated Representative:

Name: Jason Chiniche  
(typed or printed)  
Title: Project Engineer  
(typed or printed)

Address:

407 Highway 90  
Bay St. Louis, MS 39520

Phone: 228-467-6755

Email: Jason@chiniche.com

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

JLB Contractors, LLC  
(typed or printed name of organization)  
By: [Signature]  
(individual's signature)  
Date: 05/23/2024  
(date signed)  
Name: Johnathon D. Damiens  
(typed or printed)  
Title: Co-Owner  
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]  
(individual's signature)  
Title: Office Manager  
(typed or printed)

Address for giving notices:

21294 Johnson Road  
Long Beach, MS 39560

Designated Representative:

Name: Robert Compton  
(typed or printed)  
Title: Project Manager  
(typed or printed)

Address:

21294 Johnson Road  
Long Beach, MS 39560

Phone: 228-863-0303

Email: robert@jlb-co.com

License No.: 21884-MC  
(where applicable)

State: Mississippi

CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR THE

**SCIANNA LANE NEIGHBORHOOD  
DRAINAGE IMPROVEMENTS**

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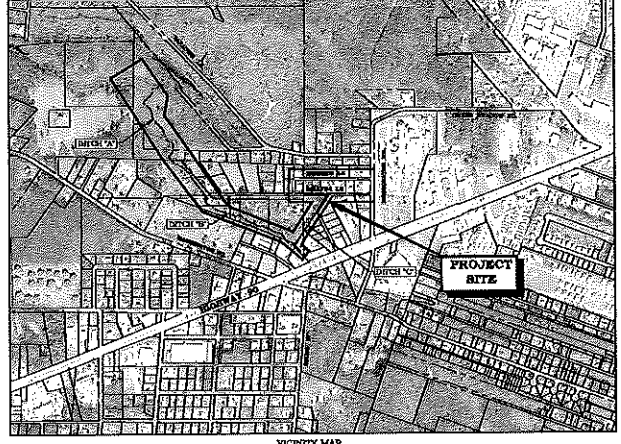
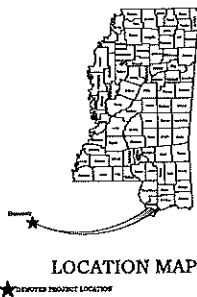
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SCIANNA LANE NEIGHBORHOOD  
DRAINAGE IMPROVEMENTS  
HANCOCK COUNTY, MISSISSIPPI

FEBRUARY, 2024



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TICK CITY OF BAY ST. LOUIS  
MAYOR MICHAEL PETER

COUNCIL MEMBERS  
ALBERT BOWLING  
JAMES BEAL  
CARRIE BOWMAN  
JEFFREY BIRD  
ETHEL LEWIS  
BRYON KENNEDY  
JOHN DABNEY

COUNCIL AT LARGE  
WARD 1  
WARD 2  
WARD 3  
WARD 4  
WARD 5  
WARD 6  
WARD 7



OWNER INFORMATION  
THE CITY OF BAY ST. LOUIS  
688 HWY 50  
BAY ST. LOUIS, MISSISSIPPI 39520

SHEET TITLE  
SCIANNALANE  
DRAINAGE IMPROVEMENTS



DATE: 02/01/2024  
DRAWN BY: J. BOWLING  
CHECKED BY: J. BOWLING  
APPROVED BY: J. BOWLING  
SCALE: AS SHOWN  
1  
PROJECT NUMBER  
ON-01



21294 Johnson Road  
Long Beach, MS 39560  
[www.jlb-co.com](http://www.jlb-co.com)  
Ph. 228 863 0303 Fax. 228 863 4469

**CERTIFICATE OF RESPONSIBILITY # 21884-MC**

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TO:

**CITY OF BAY ST LOUIS  
688 HIGHWAY 90  
BAY ST. LOUIS, MS 39520**

SEALED BID FOR:

**SCIANNA LANE NEIGHBORHOOD  
DRAINAGE IMPROVEMENTS**

**To Be Opened 10:00 AM, Tuesday, April 16, 2024**

00800 BID BOND

**BID BOND (PENAL SUM FORM)**

<b>Bidder</b> Name: <u>JLB Contractors, LLC</u> Address (principal place of business): <u>21294 Johnson Road</u> <u>Long Beach, MS 39560</u>	<b>Surety</b> Name: <u>Fidelity and Deposit Company of Maryland</u> Address (principal place of business): <u>1299 Zurich Way, 5th Floor</u> <u>Schaumburg, IL 60196</u>
<b>Owner</b> Name: <u>City of Bay St. Louis</u> Address (principal place of business): <u>688 Highway 90</u> <u>Bay St. Louis, MS 39520</u>	<b>Bid</b> Project (name and location): <u>Scianna Lane Neighborhood Drainage</u> <u>Improvements</u> <u>Scianna Lane &amp; Benigno Lane, Bay St. Louis MS</u> Bid Due Date: <u>4/16/2024</u>
<b>Bond</b> Penal Sum: <u>Five percent (5%) of amount bid</u> Date of Bond: <u>4/16/2024</u>	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b> <u>JLB Contractors, LLC</u> (Full formal name of Bidder) By: <u>[Signature]</u> (Signature) Name: <u>Jonathan Daniels</u> (Printed or typed) Title: <u>Co-Owner</u> Attest: <u>[Signature]</u> (Signature) Name: <u>Brandon J. Willis</u> (Printed or typed) Title: <u>Estimator / Project Manager</u>	<b>Surety</b> <u>Fidelity and Deposit Company of Maryland</u> (Full formal name of Surety) (Corporate seal) By: <u>[Signature]</u> (Signature) (Attach Power of Attorney) Name: <u>John G. Raines</u> (Printed or typed) Title: <u>Attorney-in-Fact</u> Attest: <u>[Signature]</u> (Signature) Name: <u>Jodie Thomas</u> (Printed or typed) Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

#### 00800 BID BOND

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

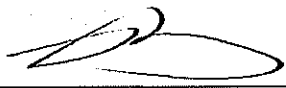
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint John E. MARCHETTI, David R. ROBERTSON, John G. RAINES, Kelli E. BURNUM, Jessica WINDHAM, Sherrill Ann KELLEY, Tammy D. VERNON, Rita G. CLARK, all of Ridgeland, Mississippi, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

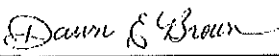
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 1st day of November, A.D. 2023.



**ATTEST:**  
**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

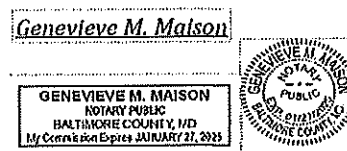
  
By: **Robert D. Murray**  
Vice President

  
By: **Dawn E. Brown**  
Secretary

**State of Maryland  
County of Baltimore**

On this 1st day of November A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of April, 2024.



*MJ Pethick*

By: Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reports@claims@zurichna.com](mailto:reports@claims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

**00700 BID PROPOSAL**

**BID PROPOSAL**

Proposal of JLB Contractors, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of MISSISSIPPI doing business as an insert: (corporation, partnership, limited liability company, or individual) to the **CITY OF BAY ST. LOUIS**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

**Scianna Lane Neighborhood Drainage Improvements**

In strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to their own organization, that this BID has been developed independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **120** consecutive CALENDAR days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: <u>1</u>	DATE: <u>4/10/24</u>
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____



## 00700 BID PROPOSAL

By submitting this BID, the BIDDER certifies that they have thoroughly examined the plans, specifications and contract documents and have visited the job site to inform themselves fully of the conditions at the site relating to the completion of the project.

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Plans, Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools, and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified below.

BIDDER further agrees to execute the contract agreement as bound herein within **ten (10)** days after receipt of contract forms from the OWNER.

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that they fail to complete the work unless the Contract Time is extended by a written Change Order.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

## 00700 BID PROPOSAL

BIDDER encloses a Bid Bond 5% of Base Bid Amount Three Hundred Ninety-Five Thousand, Fifty-Five Dollars and Zero Cents DOLLARS (\$ 395,055.00 ) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of their failure to execute the Contract as proposed.

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices:

### NOTES:

1. Any erasure change or alteration of any kind must be initialed by the BIDDER.
2. Bid prices shall include sales tax and all other applicable taxes and fees. Quantities are estimated and there shall be no unit price adjustments should an increase or decrease in quantities be necessary. Bidder also agrees to bid each item in a fair and equitable manner. Any bid items deemed to be "unbalanced" shall be subject to negotiation between Owner and Bidder.

## **00700 BID PROPOSAL**

3. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item, but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
4. OWNER reserves the right to award any combination of base and alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.
5. Contractor shall submit with this Bid Proposal, a completed, original 00750 Questionnaire. Failure to submit completed form shall result in rejection of the bid.
6. By submittal of this Bid, Bidder certifies that they will self-perform a minimum of 75% of the total value of the project costs.
7. Work shall only take place Monday – Thursday 7:00 AM – 5:00 PM and Friday 7:00 AM – Noon. All systems shall be fully operational for weekends and holidays. If any work is required outside of these times, Contractor is required to request, in writing, 48 hours prior to performance of the work.
8. Contractor shall insure that all facilities are operational at the end of each workday, holiday and weekend.

**00700 BID PROPOSAL****BID SCHEDULE**

TO: The City of Bay St. Louis  
Owner

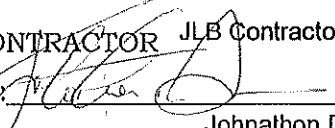
The undersigned, in compliance with the request for bids for the above referenced project hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda (if any) within the specified time of performance for the following UNIT PRICE amount:

**BID - Scianna Lane Neighborhood Drainage Improvements**

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
01500 A	Mobilization	1	LS	\$ 80,000.00	\$ 80,000.00
01510 A	Maintenance of Traffic	1	LS	\$ 50,000.00	\$ 50,000.00
02000 A	Removal of Asphalt Pavement - all thicknesses	20	SY	\$ 50.00	\$ 1,000.00
02000 B	Removal of Driveway - all types & thicknesses	240	SY	\$ 10.00	\$ 2,400.00
02000 C	Sawcut - all types & thicknesses	150	LF	\$ 10.00	\$ 1,500.00
02000 D	Removal of Existing Drain Culverts - all types & size	300	LF	\$ 15.00	\$ 4,500.00
02020 A	Construction Entrance	1	EA	\$ 5,500.00	\$ 5,500.00
02020 B	Silt Fence	3,000	LF	\$ 3.50	\$ 10,500.00
02020 C	Straw Wattles	200	LF	\$ 10.00	\$ 2,000.00
02600 A	24" RCP	40	LF	\$ 122.00	\$ 4,880.00
02600 B	15" HDPE	255	LF	\$ 44.00	\$ 11,220.00
02600 C	Reset Existing 15" HDPE	2	EA	\$ 4,500.00	\$ 9,000.00
02630 A	Regrade Roadside Ditch	2,640	LF	\$ 12.50	\$ 33,000.00
02630 B	Clean & Grade Ditch	1,370	LF	\$ 30.00	\$ 41,100.00
02630 C	Clear & De-Snag Drainage Channel	1,770	LF	\$ 14.00	\$ 24,780.00

**00700 BID PROPOSAL**

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
02710 A	Asphalt Pavement Repair	5	TON	\$ 1,250.00	\$ 6,250.00
02710 B	Base Repair	5	CY	\$ 325.00	\$ 1,625.00
02730 A	Select Backfill	500	CY	\$ 20.00	\$ 10,000.00
02730 B	Concrete Driveway	210	SY	\$ 150.00	\$ 31,500.00
02730 C	Gravel Driveway	30	SY	\$ 100.00	\$ 3,000.00
02750 A	100-Pound Rip Rap	100	TON	\$ 115.00	\$ 11,500.00
02900 A	Placement of Sod	1,800	SY	\$ 6.00	\$ 10,800.00
02900 B	Topsoil, 4" Thick	1,800	SY	\$ 10.00	\$ 18,000.00
02900 C	Placement of Seed	3,500	SY	\$ 6.00	\$ 21,000.00
<b>TOTAL BID</b>					<b>\$ 395,055.00</b>

CONTRACTOR JLB Contractors, LLC  
By:   
Title: Co-Owner Johnathon Damiens

ADDRESS: 21294 Johnson Road  
Long Beach, MS 39560

CERTIFICATE OF  
RESPONSIBILITY NUMBER: 21884-MC

**END OF SECTION**

## 00750 QUESTIONNAIRE

All prospective Bidders are required to submit 1 original, completed Questionnaire as part of the Bid response. Failure to submit completed form shall result in rejection of the bid.

1. List project history for similar projects within the previous 5 years. Provide Owner contact information, project scope, location and final construction costs.

SEE ATTACHED PAST PERFORMANCE PAGES.

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2. Provide information regarding any previous projects which the bidding firm has defaulted on the contract or list any construction litigation the bidding firm has been associated with.

None

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3. Provide company history and ownership details of the bidding firm to include all ownership parties and years of service as a licensed General Contractor.

Johnathon Damiens, Co-Owner - +/- 25 years

Kyle Cassagne Co-Owner - +/- 16 years

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4. Provide all Surety information relative to Surety Company associated with Bid Bond to include Name, Address and Agent.

Fidelity and Deposit Company of Maryland

1299 Zurich ay, 5th Floor

Schaumburg, L. 60196

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**00225 NON-COLLUSION AFFIDAVIT/DEBARMENT CERTIFICATION**

Attest: Brandon J Willis  
Business Address: 21294 Johnson Road  
Phone Number: Long Beach, MS 39560

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF HANCOCK

I, Johnathon Damiens  
(name of person signing affidavit)

individually, and in my capacity as Co-Owner  
(title)

of JLB Contractors, LLC  
(name of firm, partnership, limited liability company, or corporation)

being duly sworn, on oath do depose and say as follows:

(a) That JLB Contractors, LLC Bidder on the Scianna Lane Neighborhood Drainage Improvements for the City of Bay St. Louis, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

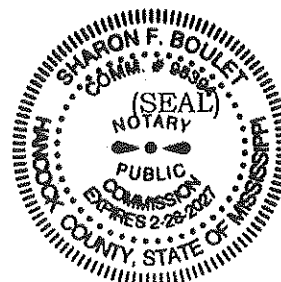
(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature: [Signature]  
Title: Co-Owner

Sworn before me this 16<sup>th</sup> day of April, 2024.

My commission expires 02/28/2027  
Sharon F. Boulet  
Notary Public

00225-1



## 00225 NON-COLLUSION AFFIDAVIT/DEBARMENT CERTIFICATION



### Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

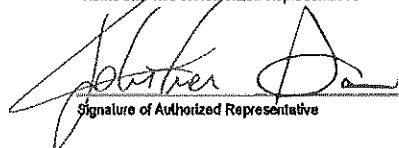
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name JLB Contractors, LLC

Date April 16, 2024

By Johnathon Damiens, Co-Owner  
Name and Title of Authorized Representative

  
Signature of Authorized Representative



## 00225 NON-COLLUSION AFFIDAVIT/DEBARMENT CERTIFICATION

- 2 -

### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

END OF SECTION

**00225 NON-COLLUSION AFFIDAVIT/DEBARMENT CERTIFICATION**

Attest: Brandon J Willis  
Business Address: 21294 Johnson Road  
Phone Number: Long Beach, MS 39560

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF HANCOCK

I, Johnathon Damiens  
(name of person signing affidavit)

individually, and in my capacity as Co-Owner  
(title)

of JLB Contractors, LLC  
(name of firm, partnership, limited liability company, or corporation)

being duly sworn, on oath do depose and say as follows:

(a) That JLB Contractors, LLC Bidder on the **Scianna Lane Neighborhood Drainage Improvements** for the **City of Bay St. Louis**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

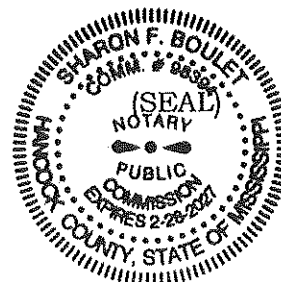
(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature:   
Title: Co-Owner

Sworn before me this 16<sup>th</sup> day of April, 2024.

My commission expires 02/28/2027  
Sharon F. Boulet  
Notary Public

00225-1



## 00225 NON-COLLUSION AFFIDAVIT/DEBARMENT CERTIFICATION



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(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name JLB Contractors, LLC

Date April 16, 2024

By Johnathon Damiens, Co-Owner

Name and Title of Authorized Representative

Signature of Authorized Representative

## 00225 NON-COLLUSION AFFIDAVIT/DEBARMENT CERTIFICATION

- 2 -

### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
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10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

END OF SECTION



Plan holders please acknowledge the receipt of **Addendum 1** for:

**Scianna Lane Neighborhood Drainage Improvements**

dated April 10, 2024, and issued by Chiniche Engineering and Surveying, by signing below and returning document via email to the Project Engineer at [jason@chiniche.com](mailto:jason@chiniche.com).

*Brandon Willis*

Accepted by: Brandon J. Willis Estimator/Project Manager

Date: April 11, 2024 April 11, 2024

Company: JUB Contractors, LLC



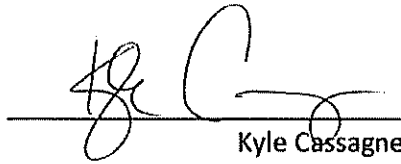
21294 Johnson Road  
Long Beach, MS 39560  
O: 228 863 0303  
F: 228 863 4469  
www.jlb-co.com

## RESOLUTION

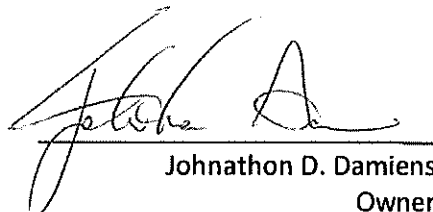
A meeting of the Officers of JLB Contractors, LLC was held on the 6<sup>th</sup> day of October, 2017 and the following resolution was passed:

"RESOLVED: that Johnathon D. Damiens, Owner, is authorized to sign any and all documents necessary to conduct business on behalf of JLB Contractors, LLC."

WITNESS the signature of the undersigned on this the 6<sup>th</sup> day of October, 2017.



Kyle Cassagne  
Owner



Johnathon D. Damiens  
Owner

# State of Mississippi

## BOARD OF CONTRACTORS

ACTIVE

JLB CONTRACTORS, LLC  
21294 JOHNSON ROAD  
LONG BEACH, MS 39560

is duly registered and entitled to perform

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



*We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 16 day of Sep., 2023*

CERTIFICATE OF RESPONSIBILITY

No. 21884-MC

Expires Sep. 16, 2024

*Joel A. Canell*

CHAIRMAN OF THE BOARD

## **JLB CONTRACTORS PAST PERFORMANCE AND PROJECT REFERENCES**

### **Diamondhead Dr. East Retention (Miller) Pond & Lily Pond Dredging**

**Owner:** City of Diamondhead  
**Engineer:** Pickering Firm  
**Dollar Amount:** \$816,122.00 Dollars  
**Date of Completion:** August 2023  
**Percent of work self-performed:** 100%

JLB Contractors, LLC. was contracted by the City of Gautier to clear, grub and haul off 11,768 SY of vegetative debris, dredging and spoiling onsite 18,558 CY, and dredging and removing from site 17,788 CY of saturated soil, silt, and debris. The work also consisted of erosion control, installing rip rap and seeding all disturbed areas.

### **Gautier-Vancleave Road Wastewater System Upgrade**

**Owner:** City of Gautier  
**Engineer:** Seymour Engineering  
**Dollar Amount:** \$2,654,089.55 Dollars  
**Date of Completion:** August 2023  
**Percent of work self-performed:** 72%

JLB Contractors, LLC. was contracted by the City of Gautier to install approximately 8,105 LF in length of 16" HDPE Force Main by open cut method and 6,331 LF in length of 16" HDPE Force Main by directional boring to connect two (2) existing lift stations to ease the flow on an old decaying concrete gravity sewer main. The work also consisted of installing approximately 220 LF 24" diameter steel casing by Jack and Bore under Highway 90. All 16" HDPE force main was fused together, and all fused joint data was recorded by a data logger. The work also included 16" mechanical joint fittings, air release valves, charcoal air filters, cleanouts, upgrading pumps on an existing lift station, restoration work such as asphalt paving, concrete driveway repairs, curb & gutter, and erosion control.



## **JLB CONTRACTORS PAST PERFORMANCE AND PROJECT REFERENCES**

### **Long Beach Wastewater System Upgrade Phase 1**

**Owner:** Harrison County Utility Authority  
**Engineer:** Overstreet & Associates Consulting Engineers  
**Dollar Amount:** \$4,955,000.00 Dollars  
**Date of Completion:** March 2023  
**Percent of work self-performed:** 90%

JLB Contractors, LLC. was contracted by the Harrison County Utility Authority to install 13,770 LF of 18" PVC sanitary sewer force main and associated appurtenance through the city of Logn Beach and Pass Christian. All associated site restoration was also completed to include concrete sidewalks, curb, and gutter and asphalt paving. Also included was the rehabilitation and restoration of one (1) sanitary sewer lift station to include a new liner, new pumps, new plumbing and hatches.

### **Landry Trace Subdivision Phase 1**

**Owner:** Landry Trace, LLC.  
**Engineer:** Kyle and Associates  
**Dollar Amount:** \$1,875,000.00 Dollars  
**Date of Completion:** February 2023  
**Percent of work self-performed:** 75%

JLB Contractors, LLC. was contracted by Landry Trace, LLC. Beach to clear approximately 25 Acres of heavily wooded property to complete the proposed subdivision by installing the infrastructure for the first 60 lots. Improvements included storm drainage, water, sanitary sewer, sewer lift station, stable road base, soil cement, asphalt paving and concrete curb and gutter.

### **Long Beach Wastewater System Upgrade Phase 2 (SP-13)**

**Owner:** Harrison County Utility Authority  
**Engineer:** Overstreet & Associates Consulting Engineers  
**Dollar Amount:** \$2,695,000.00 Dollars  
**Date of Completion:** November 2022  
**Percent of work self-performed:** 85%

JLB Contractors, LLC. was contracted by the Harrison County Utility Authority to install 11,998 LF of 18" PVC sanitary sewer force main and associated appurtenance through the city of Logn Beach. All associated site restoration was also completed to include concrete sidewalks, curb, and gutter and asphalt paving. Also included was the rehabilitation and restoration of one (1) sanitary sewer lift station to include a new liner, new pumps, new plumbing, and hatches.

## **JLB CONTRACTORS PAST PERFORMANCE AND** **PROJECT REFERENCES**

### **Long Beach High School Addition**

**Owner:** Long Beach Public Schools  
**Engineer:** Machado Patano  
**Dollar Amount:** \$685,300.00 Dollars  
**Date of Completion:** February 2022  
**Percent of work self-performed:** 100%

JLB Contractors, LLC. was contracted by Orocon Construction to perform site work including building demolition, utility installation, storm drain installation, earthwork, and stone base.

### **Castine Pointe Subdivision Phase 6**

**Owner:** Castine Pointe, LLC.  
**Engineer:** Kyle and Associates  
**Dollar Amount:** \$1,225,000.00 Dollars  
**Date of Completion:** November 2021  
**Percent of work self-performed:** 75%

JLB Contractors, LLC. was contracted by Castine Pointe, LLC. Beach to clear approximately 16 Acres of heavily wooded property to complete the proposed subdivision by installing the infrastructure for the remaining 39 lots. Improvements included storm drainage, water, sanitary sewer, stable road base, soil cement, asphalt paving and concrete curb and gutter.

### **Flat Branch Sanitary Sewer System**

**Owner:** Harrison County Utility Authority  
**Engineer:** Pickering Firm  
**Dollar Amount:** \$505,000.00 Dollars  
**Date of Completion:** September 2021  
**Percent of work self-performed:** 75%

JLB Contractors, LLC. was contracted by the Harrison County Utility Authority to install an +/- 3,600 LF of 8" sanitary sewer force main with all associated appurtenances through an established utility easement located in the woods. JLB subcontracted trenchless rehabilitation of portions of an existing 15" gravity sewer main and associated manholes with cured in place pipe point repairs and the pumping of acrylamide and urethane grouting.

## **JLB CONTRACTORS PAST PERFORMANCE AND PROJECT REFERENCES**

### **Seaway Road Pedestrian Pathway**

**Owner:** City of Gulfport  
**Engineer:** Neel Schaffer  
**Dollar Amount:** \$1,200,000.00 Dollars  
**Date of Completion:** March 2021  
**Percent of work self-performed:** 100%

JLB Contractors, LLC. was contracted by the City of Gulfport to construct a pedestrian pathway including storm drain, erosion control, aluminum bridges, box culvert, earthwork, stone base, asphalt paving, striping and misc. items.

### **Long Beach NRCS**

**Owner:** City of Long Beach  
**Engineer:** Pickering Firm  
**Dollar Amount:** \$525,000.00 Dollars  
**Date of Completion:** November 2020  
**Percent of work self-performed:** 100%

JLB Contractors, LLC. was contracted by the City of Long Beach to clean and reshape approximately 12,000 LF of the NRCS drainage channel in Long Beach, MS. JLB was also contracted to install grouted rip rap in various locations throughout the project.

### **Bay St. Louis High School Softball Field Renovations**

**Owner:** Bay St. Louis-Waveland School District  
**Engineer:** Allred Stolarski Architects  
**Dollar Amount:** \$155,000.00 Dollars  
**Date of Completion:** April 2020  
**Percent of work self-performed:** 100%

JLB Contractors, LLC. was contracted by the Bay St. Louis-Waveland School District to rehabilitate an existing softball field. The work consisted of removing the existing grass from the field and importing new sandy fill to a higher elevation while installing drainage. The complete field was then resodded and the infield was topped with a special infield soil mixture for baseball fields.

## **JLB CONTRACTORS PAST PERFORMANCE AND PROJECT REFERENCES**

### **Hangar Street Extension**

**Owner:** Gulfport-Biloxi Regional Airport Authority  
**Engineer:** Brown, Mitchell & Alexander, Inc.  
**Dollar Amount:** \$315,000.00 Dollars  
**Date of Completion:** February 2020  
**Percent of work self-performed:** 63%

JLB Contractors, LLC. was contracted by the Gulfport-Biloxi Regional Airport Authority to construct a road approximately 640 LF in length to connect two (2) existing sections of Hangar Street. The work also included the installation of new storm drainage, traffic striping, signage, lighting, and asphalt paving.

### **Walmart Store #1066 – Fuel Station Addition Pascagoula, MS**

**Owner:** Walmart  
**Engineer:** CEI Engineering & Associates, INC.  
**Dollar Amount:** \$265,000.00 Dollars  
**Date of Completion:** January 2020  
**Percent of work self-performed:** 100%

JLB Contractors, LLC. was subcontracted by Hutton Construction to provide all site work for the construction of a new fuel station in Pascagoula, MS. JLB's scope of work consisted of hauling out unsuitable soil and hauling in suitable soil to raise the store and parking lot to the proper elevations. The project also consisted of installing water mains, sewer mains, storm drains, erosion control devices and stone base to get parking lot ready for asphalt paving.

### **AVCRAD – Aircraft Maintenance Hangar**

**Owner:** Mississippi Military Department  
**Engineer:** Albert and Associates  
**Dollar Amount:** \$600,000.00 Dollars  
**Date of Completion:** June of 2019  
**Percent of work self-performed:** 100%

JLB Contractors, LLC. was contracted by Orocon Construction to perform storm drain improvements at the Air National Guard Base in Gulfport, MS. The project consists of new storm drainage installation ranging from 4" to 72" in diameter.

## **JLB CONTRACTORS PAST PERFORMANCE AND** **PROJECT REFERENCES**

### **D'Iberville Galleria Phase 1**

**Owner:** City of D'Iberville  
**Engineer:** Neel Schaffer  
**Dollar Amount:** \$5.3 Million Dollars  
**Date of Completion:** February of 2019  
**Percent of work self-performed:** 65%

JLB Contractors, LLC. was contracted by the City of D'Iberville to perform infrastructure improvements at the Popps Ferry Road and D'Iberville Boulevard Intersection in D'Iberville, Mississippi. The project consists of new storm drainage, underground utilities, asphalt paving sidewalks, and new signal lights and poles.

### **Deer Circle Drainage**

**Owner:** Jackson County Board of Supervisors  
**Engineer:** Michael Baker International  
**Dollar Amount:** \$199,000.00  
**Date of Completion:** May of 2018  
**Percent of work self-performed:** 100%

JLB Contractors, LLC. was contracted by the Jackson County Board of Supervisors to install a Gabion stone ditch channel along with some concrete pipe to help the area drain better. This channel was constructed on Deer Circle in Jackson County, MS.

### **Wal-Mart Neighborhood Market Starkville**

**Owner:** Walmart  
**Engineer:** Carlson Consulting  
**Dollar Amount:** \$2.6 Million Dollars  
**Date of Completion:** January of 2018  
**Percent of work self-performed:** 100%

JLB Contractors, LLC. was subcontracted by DBS Corporation to provide all site work for the construction of the new Walmart Neighborhood Market in Starkville, MS. JLB's scope of work consisted of clearing the entire 9-acre site, hauling out unsuitable soil and hauling in suitable soil to raise the store and parking lot to the proper elevations. The project also consisted of installing water mains, sewer mains, storm drains, and erosion control devices.

## **JLB CONTRACTORS PAST PERFORMANCE AND PROJECT REFERENCES**

### **Wal-Mart Neighborhood Market Biloxi**

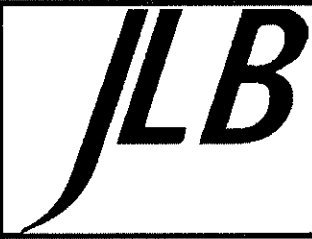
**Owner:** Walmart  
**Engineer:** Carlson Consulting  
**Dollar Amount:** \$2.4 Million Dollars  
**Date of Completion:** January of 2017  
**Percent of work self-performed:** 100%

JLB Contractors, LLC. was subcontracted by DBS Corporation to provide all site work for the construction of the new Walmart Neighborhood Market in Biloxi, MS. JLB's scope of work consisted of clearing the entire 10-acre site, hauling out unsuitable soil and hauling in suitable soil to raise the store and parking lot to the proper elevations. The project also consisted of installing water mains, sewer mains, storm drains, and erosion control devices.

### **Area 13 Hospital Phase 1 & 2 Infrastructure Repairs**

**Owner:** City of Biloxi  
**Engineer:** Garner Russel and Associates  
**Dollar Amount:** \$9 Million Dollars  
**Date of Completion:** August of 2015  
**Percent of work self-performed:** 65%

J. Levens Builders, Inc. was contracted by the City of Biloxi to perform infrastructure improvements to a neighborhood in the back bay of Biloxi. The project consisted of a full rehab of all underground utilities and drainage for multiple streets, as well as concrete and asphalt paving, sewage pump stations, sidewalks, driveways, and landscaping. The project was completed in the fall of 2015.



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## EQUIPMENT AND VEHICLE LIST

### TRUCKS-VEHICLES

Equipment Type	Manufacturer	Model	Year
Semi Truck	Mack	CH613	2004
Pickup Truck	Ford	F250 Super Duty	2012
Pickup Truck	Toyota	Tacoma	2014
Semi Truck	Mack	CH613	2015
Semi Truck	Mack	CH613	2015
Semi Truck	Mack	CH613	2016
Service Truck	Ford	F550	2015
Flat Bed Truck	Ford	F550	2016
Semi Truck	Western Star	4700 Tractor	2018
Semi Truck	Western Star	4700 Triaxle	2017
Pickup Truck	Ford	F150	2017
Semi Truck	Mack	PI64T	2019
Semi Truck	Mack	PI64T	2019
Semi Truck	Mack	PI64T	2019
Pickup Truck	Ford	F150 Super crew	2018
Service Truck	Ford	F250	2013
Semi Truck	Mack	PI64T	2020
Semi Truck	Mack	PI64T	2020
Pickup Truck	Ford	F150 Super crew	2019
Pickup Truck	Ford	F250	2019
Semi Truck	Mack	GR84F Triaxle	2020
Pickup Truck	Ford	F150 Super crew	2021
Pickup Truck	Ford	F350 Dually	2020
Pickup Truck	Ford	F150	2020
Pickup Truck	Ford	F150	2020
Pickup Truck	Ford	F250 Super crew	2021
Pickup Truck	Ford	F350 Super Duty	2022
Pickup Truck	Ford	F150 Super crew	2022
Pickup Truck	Ford	F350 Dually	2023
Semi Truck	Mack	P164T DC	2021
Semi Truck	Mack	P164T DC	2021

TRAILERS			
Equipment Type	Manufacturer	Model	Year
Flatbed Trailer - Semi Truck	Manac	Extendable Flatbed-42'-82'	2006
Flatbed Trailer - Semi Truck	Manac	Extendable Flatbed-42'-82'	2006
Flat Bed Bumper Pull - Pickup	Pullers Pride 12'	Flat Bed Bumper Pull	1999
Dump Trailer - Semi Truck	Mate	Aluminum Trailer	2010
Flat Bed Bumper Pull - Pickup	PAC	Flat Bed Bumper Pull	2010
Flat Bed Bumper Pull - Pickup	Texas Bragg	Flat Bed Bumper Pull	2013
Lowboy Equipment Mover - Semi Truck	Trail King	TK110 Lowboy Trailer	2013
Gooseneck Flat Bed - Super Pickup	Top Hat	Gooseneck Trailer	2009
Flat Bed Bumper Pull - Pickup	Gator Made	Flat Bed Bumper Pull	2017
Cargo Trailer Bumper Pull - Pickup	8.5X16TA	Spartan	2018
Container Chassis - Semi Truck	CHA	20/40 Combo 12-Pin Triaxle Container Chassis	2018
Container Chassis - Semi Truck	CHA	20/40 Combo 12-Pin Triaxle Container Chassis	2018
Container Chassis - Semi Truck	CHA	20/40 Combo 12-Pin Triaxle Container Chassis	2018
Dump Trailer - Semi Truck	Scrap Master	Construction Trailer Specialists (CTS)	2019
Flat Bed Bumper Pull - Pickup	Custom Built	Covered Bumper Pull (14')	2020
Flat Bed Bumper Pull - Pickup	Custom Built	Covered Bumper Pull (16')	2020
Flat Bed Bumper Pull - Pickup	Custom Built (20')	Davidson Utility Flat Bed Trailer	2021
Dump Trailer - Semi Truck	Palmer	Dump Trailer	2020
Dump Trailer - Semi Truck	Palmer	Dump Trailer	2020
Dump Trailer - Pickup Truck	Texas Pride	16' Trash/Debris Trailer	2021
Gooseneck Flat Bed - Super Pickup	Texas Pride	Gooseneck Trailer	2021
Container Chassis - Semi Truck	National Chassis	20/40 Combo 12-Pin Triaxle Container Chassis	2021
Container Chassis - Semi Truck	National Chassis	20/40 Combo 12-Pin Triaxle Container Chassis	2021
Container Chassis - Semi Truck	National Chassis	20/40 Combo 12-Pin Triaxle Container Chassis	2021
Container Chassis - Semi Truck	National Chassis	20/40 Combo 12-Pin Triaxle Container Chassis	2021
Container Chassis - Semi Truck	National Chassis	20/40 Combo 12-Pin Triaxle Container Chassis	2021
Container Chassis - Semi Truck	Cheetah	Chassis, 20-0, Extend Bogie, Tridem	2011
Container Chassis - Semi Truck	Cheetah	Chassis, 20-0, Extend Bogie, Tridem	2011
Container Chassis - Semi Truck	Cheetah	Chassis, 20-0, Extend Bogie, Tridem	2011
Container Chassis - Semi Truck	Cheetah	Chassis, 20-0, Extend Bogie, Tridem	2011
Container Chassis - Semi Truck	Cheetah	Chassis, 20-0, Extend Bogie, Tridem	2011
Container Chassis - Semi Truck	Cheetah	Chassis, 20-0, Extend Bogie, Tridem	2011
Container Chassis - Semi Truck	Cheetah	Chassis, 20-0, Extend Bogie, Tridem	2011
Flat Bed Bumper Pull - Pickup	Long Run	Flat Bed Bumper Pull - 20'	2022
Dump Trailer - Semi Truck	Palmer	Dump Trailer	2022
Container Chassis - Semi Truck	Cheetah	M70250	2018
Container Chassis - Semi Truck	Cheetah	M70400	2020
Container Chassis - Semi Truck	Cheetah	M70412	2020
Container Chassis - Semi Truck	Cheetah	M70364	2020
Container Chassis - Semi Truck	Cheetah	M70373	2020
Container Chassis - Semi Truck	Cheetah	M70374	2020
Container Chassis - Semi Truck	Cheetah	M70379	2020
Container Chassis - Semi Truck	Cheetah	M70389	2020
Flatbed Trailer - Semi Truck	Fontaine, Flat, Str Frame, 48-0	Q56749	2019
Flatbed Trailer - Semi Truck	Fontaine, Flat, Str Frame, 53-0	U51340	2020



EQUIPMENT			
Equipment Type	Manufacturer	Model	Year
Forklift	Caterpillar	GP50K	2006
Telehandler	Caterpillar	TH350B	2005
Sweeper	Laymoor	L180H	2008
Light Plant (1)	Magnum	MLT3060	2006
Light Plant (2)	Magnum	MLT3060	2006
Front End Loader	Volvo	L60F	2007
Compaction Roller	Hypac	C830C	2007
Backhoe Loader	John Deere	310SJ	2010
Front End Loader	Volvo	L60F	2009
Excavator	John Deere	225DLC	2012
Mini-Excavator	Caterpillar	305ECR	2012
Excavator	John Deere	350GLC	2012
Mower (UP) (72")	Scag	SCZ72V-921FX	2013
Mower (UP)	Scag	SCZ52V-23FX	2014
Robotic Station	Trimble		
Aries			
ATV - Four Seat Side By Side	Kubota	RTV900	2005
Mower (UP)	Scag	SCZ52V-23FX	2018
Excavator	John Deere	50G	2018
Excavator	John Deere	75G	2018
Pump and Power Unit	HydraTech	S4TLPAL / HT20G	2020
Dozer	Caterpillar	D1-12LGP	2020
ATV	Honda	TRX250	2020
ATV	Polaris	R21MAAE4G8	2021
Excavator	John Deere	245G	2021
Wheel Loader	John Deere	624P	2021
ATV	Polaris	R22RSF99AK	2022
Compact Track Loader - Skid Steer	John Deere	325G	2021
Utility Tractor	John Deere	5100E	????
Ztrak Mower (UP)	John Deere	Z960M	2021
Wellpoint Pump		12R.DDS.3.6.X	2022
Ztrak Mower (UP)	John Deere	Z930M	2022
160GF Excavator	John Deere	160GF	2022
Bush Hog		3308	2022
Trimble Equipment (JD700L)	Trimble	Earthworks	2022
Crawler Dozer	John Deere	700L	2022
Mini-Excavator	John Deere	35G (White)	2022
Mini-Excavator	John Deere	35G (Black)	2022
ATV	Polaris	A23SXZ85A9	2023
ATV	Polaris	A23SXZ85AG	2023
Excavator	John Deere	210P	2023
Compact Track Loader - Skid Steer	John Deere	325G	2023
Compact Excavator (Mini)	John Deere	60G	2023
Excavator	John Deere	85G	2023
Utility Vehicle	Club Car	Carryall 1500	2017
Tractor	John Deere	5075E	2024



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April 16, 2024

City of Bay St. Louis  
688 Highway 90  
Bay St. Louis, MS. 39520

**RE: Scianna Lane Drainage Improvements - JLB KEY PERSONNEL LIST**

- Johnathon Damiens – Owner
- Kyle Cassagne – Owner
- Brandon Willis – Estimator/Project Manager
- Robert Compton – Project Manager
- Sharon Boulet – Office Manager
- Frank Arnold – Superintendent
- Dave Cornfoot – Surveyor/Superintendent
- Dustin Sullivan - Superintendent

Thank you,

A handwritten signature in black ink, appearing to read 'Brandon J Willis'.

Brandon J Willis  
Estimator/Project Manager

## Addendum to City of Bay St. Louis Contracts

This Addendum between the City of Bay St. Louis, Mississippi ("BSL") and ("Contractor") is an integral part of the contract. Contractor acknowledges that BSL is a governmental entity and is subject to the laws of the State of Mississippi governing actions of governmental bodies. Contractor further acknowledges that BSL does not waive, relinquish or forfeit any of the rights, benefits, protections, guaranties or prohibitions that may be provided under any law, statute, regulation or policy. The parties agree that this Addendum is incorporated into the contract and agree that should any provision of the contract conflict with this Addendum, the terms of the Addendum control.

1. BSL contracts are governed by the laws of the State of Mississippi. Any provision that purports to set venue outside of the State of Mississippi is deleted.

U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

2. BSL does not waive its sovereign immunity. BSL shall only be responsible for liability resulting from the negligent actions of its officers, agents, and employees acting within the course and scope of their official duties.

Miss. Code Ann. § 11-46-1, et seq.

3. BSL does not waive its Constitutional Eleventh (11<sup>th</sup>) Amendment immunity.

U.S. Const. Amend. XI.

4. Any reference to BSL waiving its right to a trial by jury are deleted.

Miss. AG Op., Chamberlin (October 18, 2002).

5. BSL does not agree to any provisions wherein the credit of the State of Mississippi is pledged or loaned in aid of any person, association, or corporation.

Miss. Const. Art. 14 § 258; Miss. AG Op., Stringer (January 25, 2006).

6. Any reference to payment of attorney's fees by BSL are deleted.

Miss. AG Op., Nowak (January 23, 2009); Miss. AG Op., Stringer

(January 25, 2006).

7. BSL does not agree to pay extra compensation, fees, or allowances after service rendered or contract made, or for any payment not authorized by law.

Miss. Const. Art. 4, § 96; Miss. AG Op., Stringer (January 25, 2006).

8. Any references to BSL limiting BSL's damages to the contract price or any other set amount are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

9. Any references to BSL indemnifying or holding harmless the Contractor or any other party are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

10. Any provisions limiting the time for BSL to pursue legal action are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

11. Any reference to BSL waiving any cause of action it may have against Contractor or any other party as a result of Contractor's breach of the contract, or Contractor's own negligence or willful misconduct or the negligence or willful misconduct of Contractor's employees or agents are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

12. Any reference to BSL limiting damages, remedies or waiving any claim are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

13. Any provisions giving the Contractor exclusive control over litigation are deleted. BSL does not agree that Contractor may represent, prosecute or defend legal actions in the name of BSL.

14. Any references to BSL submitting to binding arbitration are deleted.

Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002)

15. With the exception of any expressed limitation of remedies for breach of implied warranties of merchantability and fitness for a particular purpose concerning computer software and services performed on computer hardware and computer software, which are sold between merchants,

any provisions which would limit the Contractor's liability to BSL or allow Contractor to waive any applicable warranties (express or implied) are deleted.

Miss. Const. Art. 4 § 100; Miss. Code Ann. §75-2-719; Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Chamberlin (October 18, 2002); Miss. AG Op., Long (February 22, 2009).

16. Any references to BSL limiting or waiving any common law warranty are deleted.

Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

17. BSL does not make any warranty.

Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

18. BSL will deliver payments to Contractor. Any provision that requires BSL pay Contractor any late charges is governed by Miss. Code Ann. § 31-7-305.

19. BSL is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1, et seq., and the Mississippi Accountability and Transparency Act of 2008, Miss. Code Ann. § 27-104-151, et seq.

20. Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq., and will register and participate in the status verification system for all newly hired employees. Any provision penalizing BSL for hiring an employee who works for the Contractor is deleted.

21. The continuance of any BSL contract is based on the availability of funds. Should there be no funds available for any succeeding funding period; the contract will be cancelled as of the end of the funding period with no further obligation on the part of BSL. This contract is cancellable with thirty (30) days' notice to the vendor at the end of the fiscal period if the event funds are not appropriated by the funding authority. (Any property covered by a lease shall be returned to lessor).

22. Any provision requiring BSL to name the contractor as an additional insured is deleted.

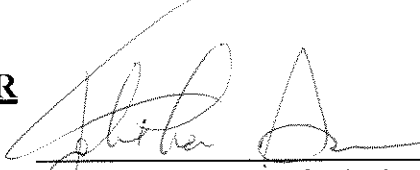
23. Neither party may assign its rights or delegate its duties under the contract without the prior written consent of the other party, which shall not be unreasonably withheld.

24. Contractor recognizes that BSL, as a political subdivision of the State of Mississippi, enters into this contract only to the extent authorized by Mississippi law.

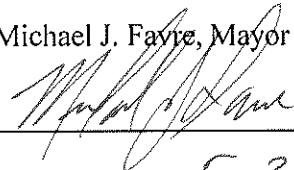
25. Contractor acknowledges that the individual executing the contract on behalf of BSL is doing so only in his/her official capacity only, and to the extent that any provision contained in the

contract exceeds his/her authority, Contractor agrees that it will not look to that individual in his/her personal capacity or otherwise seek to hold him/her individually liable for exceeding such authority.

**CONTRACTOR**

By:   
(Original Signature of Principal or General Agent)  
NAME/TITLE Johnathon D. Damiens, Co-Owner  
COMPANY: JLB Contractors, LLC  
DATE:

**CITY OF BAY ST. LOUIS, MISSISSIPPI**

By: Michael J. Favre, Mayor  
SIGNATURE:   
DATE: 5-31-24

## PERFORMANCE BOND

Bond No. PRF 08281250

<b>Contractor</b> Name: <u>JLB Contractors, LLC</u> Address (principal place of business): <u>21294 Johnson Road</u> <u>Long Beach, MS 39560</u>	<b>Surety</b> Name: <u>Fidelity and Deposit Company of Maryland</u> Address (principal place of business): <u>1299 Zurich Way, 5th Floor</u> <u>Schaumburg, IL 60196</u>
<b>Owner</b> Name: <u>City of Bay St. Louis</u> Mailing address (principal place of business): <u>688 Highway 90</u> <u>Bay St. Louis, MS 39520</u>	<b>Contract</b> Description (name and location): <u>Scianna Lane Neighborhood Drainage</u> <u>Improvements, Bay St. Louis MS</u> Contract Price: <u>\$395,055.00</u> Effective Date of Contract: _____

**Bond**  
 Bond Amount: \$395,055.00  
 Date of Bond: \_\_\_\_\_  
*(Date of Bond cannot be earlier than Effective Date of Contract)*  
 Modifications to this Bond form:  
☒ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

<b>Contractor as Principal</b> <u>JLB Contractors, LLC</u> <i>(Full formal name of Contractor)</i> By: <u>[Signature]</u> <i>(Signature)</i> Name: <u>Johnathon D. Damiens</u> <i>(Printed or typed)</i> Title: <u>Co-Owner</u> Attest: <u>[Signature]</u> <i>(Signature)</i> Name: <u>Sharon F. Boulet</u> <i>(Printed or typed)</i> Title: <u>Office Manager</u>	<b>Surety</b> <u>Fidelity and Deposit Company of Maryland</u> <i>(Full formal name of Surety) (corporate seal)</i> By: <u>[Signature]</u> <i>(Signature) (Attach Power of Attorney)</i> Name: <u>John G. Raines</u> <i>(Printed or typed)</i> Title: <u>Attorney-in-Fact</u> Attest: <u>[Signature]</u> <i>(Signature)</i> Name: <u>Amanda Charfauros</u> <i>(Printed or typed)</i> Title: <u>Witness</u>
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Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

## 00925 PERFORMANCE BOND

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:



## 00925 PERFORMANCE BOND

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

## 00925 PERFORMANCE BOND

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

### 14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: None.

## PAYMENT BOND

Bond No. PRF 08281250

<b>Contractor</b> Name: <u>JLB Contractors, LLC</u> Address (principal place of business): <u>21294 Johnson Road</u> <u>Long Beach, MS 39560</u>	<b>Surety</b> Name: <u>Fidelity and Deposit Company of Maryland</u> Address (principal place of business): <u>1299 Zurich Way, 5th Floor</u> <u>Schaumburg, IL 60196</u>
<b>Owner</b> Name: <u>City of Bay St. Louis</u> Mailing address (principal place of business): <u>688 Hwy 90</u> <u>Bay St. Louis, MS 39520</u>	<b>Contract</b> Description (name and location): <u>Scianna Lane Neighborhood Drainage</u> <u>Improvements, Bay St. Louis MS</u> Contract Price: <u>\$395,055.00</u> Effective Date of Contract: _____
<b>Bond</b> Bond Amount: <u>\$395,055.00</u> Date of Bond: _____ (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Contractor as Principal</b> <u>JLB Contractors, LLC</u> (Full formal name of Contractor) By: <u>[Signature]</u> (Signature) Name: <u>Johnathon D. Damiens</u> (Printed or typed) Title: <u>Co-Owner</u> Attest: <u>[Signature]</u> (Signature) Name: <u>Sharon F. Boulet</u> (Printed or typed) Title: <u>Office Manager</u>	<b>Surety</b> <u>Fidelity and Deposit Company of Maryland</u> (Full formal name of Surety) (corporate seal) By: <u>[Signature]</u> (Signature) (Attach Power of Attorney) Name: <u>John G. Raines</u> (Printed or typed) Title: <u>Attorney-in-Fact</u> Attest: <u>[Signature]</u> (Signature) Name: <u>Amanda Charfauros</u> (Printed or typed) Title: <u>Witness</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

## 00950 PAYMENT BOND

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

## 00950 PAYMENT BOND

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;

## 00950 PAYMENT BOND

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: None.

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint John E. MARCHETTI, David R. ROBERTSON, John G. RAINES, Kelli E. BURNUM, Jessica WINDHAM, Sherrill Ann KELLEY, Tammy D. VERNON, Rita G. CLARK, Amanda Jean CHARFAUROS of Ridgeland, Mississippi, of its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of April, A.D. 2024.



**ATTEST:**  
**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

A handwritten signature in black ink, appearing to read 'Robert D. Murray', is written over a horizontal line.

By: *Robert D. Murray*  
Vice President

A handwritten signature in black ink, appearing to read 'Dawn E. Brown', is written over a horizontal line.

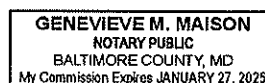
By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 11th day of April, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Genevieve M. Maison*



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



Thomas O. McClellan  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsfclains@zurichna.com](mailto:reportsfclains@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2024

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 1076 Highland Colony Parkway Suite 300 Ridgeland MS 39157		<b>CONTACT NAME:</b> Emily Murphy <b>PHONE (A/C, No, Ext):</b> 601-863-3122 <b>E-MAIL ADDRESS:</b> emily_murphy@ajg.com <b>FAX (A/C, No):</b>															
<b>INSURED</b> JLB Contractors, LLC 21294 Johnson Road Long Beach MS 39560		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Bridgefield Casualty Insurance Company</td><td>10335</td></tr><tr><td>INSURER B: Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER C: National Fire Insurance Co of Hartford</td><td>20478</td></tr><tr><td>INSURER D: Travelers Property Casualty Co of America</td><td>25674</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: Bridgefield Casualty Insurance Company	10335	INSURER B: Continental Insurance Company	35289	INSURER C: National Fire Insurance Co of Hartford	20478	INSURER D: Travelers Property Casualty Co of America	25674	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

**COVERAGES**

CERTIFICATE NUMBER: 318746017

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																								
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6081531948	9/14/2023	9/14/2024	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>Employee benefi</td><td>\$ 1,000,000</td></tr><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Employee benefi	\$ 1,000,000	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	19651554	9/14/2023	9/14/2024	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*Installation Coverage - At Each Job Site Location: \$250,000.00; At Each Temporary Storage Location: \$250,000.00; At All Covered Locations Combined - \$500,000.00; In Transit - \$100,000.00 - Deductible: \$2,500.00  
RE: Scianna Lane Neighborhood Drainage Improvements.

**CERTIFICATE HOLDER****CANCELLATION**

City of Bay St. Louis  
688 Highway 90  
Bay St. Louis MS 39520

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2024

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

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

PRODUCER  
Arthur J. Gallagher Risk Management Services, LLC  
1076 Highland Colony Parkway  
Suite 300  
Ridgeland MS 39157

CONTACT NAME: Emily Murphy

PHONE (A/C, No, Ext): 601-863-3122

FAX (A/C, No):

E-MAIL ADDRESS: emily\_murphy@ajg.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Bridgefield Casualty Insurance Company

10335

INSURER B: Continental Insurance Company

35289

INSURER C: National Fire Insurance Co of Hartford

20478

INSURER D: Travelers Property Casualty Co of America

25674

INSURER E:

INSURER F:

INSURED  
JLB Contractors, LLC  
21294 Johnson Road  
Long Beach MS 39560

## COVERAGES

CERTIFICATE NUMBER: 683875627

REVISION NUMBER:

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

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B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			6081427198	9/14/2023	9/14/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
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## CERTIFICATE HOLDER

## CANCELLATION

Chiniche Engineering & Surveying  
407 Highway 90  
Bay St. Louis MS 39520

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