

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

This Agreement is by and between City of Bay St. Louis ("Owner") and  
Thompson Brothers Drilling, Inc. ("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: Installation of a 1500 GPM water supply well and all required appurtenances and repairs to an existing well

### ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Water Supply Well

### 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 **600 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 **630 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 recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration

## 00900 AGREEMENT BETWEEN OWNER AND CONTRACTOR

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 the bid tabulation, including the Base Bid, Additive Alternate #1, Additive Alternate #2 and Additive Alternate #3, attached hereto as an exhibit.

## **00900 AGREEMENT BETWEEN OWNER AND CONTRACTOR**

### **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).
    - 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.

#### **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:

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EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).  
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and American Society of Civil Engineers. All rights reserved.

## 00900 AGREEMENT BETWEEN OWNER AND CONTRACTOR

1. This Agreement.
2. Bonds:
  - a. Performance bond (together with power of attorney).
  - b. Payment bond (together with power of attorney).
3. General Conditions (not attached but incorporated by reference).
4. Supplementary Conditions (not attached but incorporated by reference).
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 **15** sheets with each sheet bearing the following general title: **Water Supply Well**
7. Drawings listed on the attached sheet index.
8. Addenda (number 1).
9. Exhibits to this Agreement (enumerated as follows):
  - a. **Bid Tabulation**
  - b. **Addendum to City of Bay St. Louis Contracts**
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.

## 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.

## **00900 AGREEMENT BETWEEN OWNER AND CONTRACTOR**

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.
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:

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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.

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

This Agreement will be effective on 2/24/25 (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: 2/24/25  
(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:

Thompson Brothers Drilling, Inc.  
(typed or printed name of organization)

By: [Signature]  
(individual's signature)

Date: 02/10/2025  
(date signed)

Name: Brad Thompson  
(typed or printed)

Title: President  
(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: Secretary  
(typed or printed)

Address for giving notices:

3420 Ellisville Blvd

Laurel, MS 39443

Designated Representative:

Name: Lee Backstrom  
(typed or printed)

Title: Project Manager  
(typed or printed)

Address:

3420 Ellisville Blvd

Laurel, MS 39443

Phone: 601-422-5743

Email: lee@tbdrill.net

License No.: 21005-SC  
(where applicable)

State: Mississippi

CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR THE

**CITY OF BAY ST. LOUIS  
WATER SUPPLY WELL**

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# WATER SUPPLY WELL

BAY ST. LOUIS, HANCOCK COUNTY, MISSISSIPPI

SEPTEMBER, 2024



VICINITY MAP  
1"=100'



LOCATION MAP

★ DENOTES PROJECT LOCATION

PREPARED FOR:



THE CITY OF BAY ST. LOUIS

MICHAEL FAYRE MAYOR

#### COUNCIL MEMBERS

DOUG BEAL	WARD 1
GERE HOFFMAN	WARD 2
JEFFREY REED	WARD 3
KYLE LEWIS	WARD 4
LINDA DAVIS	WARD 5
JAMES DESALVO	WARD 6
CARLTON BOURGEOIS	CLERK OF COUNCIL
GARY ENGBLOCK	COUNCIL AT LARGE

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407 Hwy. 90  
Bay St. Louis, MS 39520  
Office: (228) 437-4753  
Email: admin@chiniche.com  
Website: www.chiniche.com

CITY OF BAY ST. LOUIS  
688 HWY. 90  
BAY ST. LOUIS, MS 39520

BAY ST. LOUIS  
WATER SUPPLY WELL  
COVER SHEET



DATE	10/14/2024
PROJECT NO.	11-202-014
SHEET NO.	1
TOTAL SHEETS	15
SCALE	1"=100'
SHEET NUMBER	1
SHEET DESIGNATION	GN-01



Plan holders please acknowledge the receipt of **Addendum No. 1** for:

**Bay St. Louis Water Supply Well**

dated November 27, 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).

Accepted by: Brad Thompson

A handwritten signature in blue ink, appearing to be "B. Thompson", is written over the line for the accepted by field.

Date: 02/10/2025

Company: Thompson Brothers Drilling, Inc.



November 27, 2024

To All Plan Holders:

RE: Bay St. Louis Water Supply Well  
Addendum No. 1

This Addendum is hereby made a part of the Contract Documents. Receipt of all addenda shall be acknowledged on the bid form, as required in the Contract Documents.

Listed below are clarifications and changes to the Contract Documents.

**GENERAL**

1. Bid Date Revision: Sealed bids for the construction of the project will be received at the City of Bay St. Louis City Hall Conference Room, 2<sup>nd</sup> Floor located at 688 Highway 90, Bay St. Louis, MS 39520, until Monday, December 9, 2024 at 10:00 A.M. local time.
2. A pre-bid conference was held on November 20, 2024. The agenda and sign-in sheet are attached.

**CONTRACTOR QUESTIONS**

1. **Q:** Is the Harry Street well still free flowing?  
**A:** According to the City's water operator, the Harry Street well is not free flowing.
2. **Q:** Will cast iron pump bowls be accepted in place of the specified bronze or stainless steel?  
**A:** Yes, cast iron pump bowls are acceptable.
3. **Q:** Can you confirm the required material for the chain link fence?  
**A:** Chain link fence shall be galvanized, in accordance with Section 02810.

**SPECIFICATIONS**

1. SECTION 00900, AGREEMENT BETWEEN OWNER AND CONTRACTOR, ARTICLE 6 – PAYMENT PROCEDURES, PARAGRAPH 6.02.A.1.a: Delete paragraph 1) in its entirety.



2. SECTION 02550, POTABLE WATER WELLS, PARAGRAPH 2.8.G: Revise the first sentence as follows: "Pump Bowls: The pump bowls shall be of cast iron, bronze or stainless steel without imperfections."

Sincerely,

Jason Chiniche, P.E.  
Jason Chiniche, PE





**Pre-Bid Conference Agenda  
Bay St. Louis Water Supply Well  
Wednesday, November 20, 2024, at 2:00 pm**

**Bid Date: Tuesday, December 3, 2024, at 10:00 am**

- I. Introductions
  - Owner: City of Bay St. Louis
  - Engineer: Chiniche Engineering & Surveying
- II. Bids
  - Electronic or Sealed bids will be received by, and addressed to, Attention: CITY OF BAY ST. LOUIS at the City of Bay St. Louis City Hall Conference Room, 2<sup>nd</sup> Floor, located at 688 Highway 90, Bay St. Louis, MS 39520, or at [www.baystlouis-msbids.com](http://www.baystlouis-msbids.com) until 10:00 a.m., Tuesday, December 3, 2024.
  - Nonresident Bidders shall provide a copy of their State's Preference Law.
  - All bidders shall be Licensed Contractors with a current Certificate of Responsibility, which shall be included on the outside of the bid envelope.
- III. Project Scope of Work
  - Base Bid – 1500 GPM well, 16" casing, 10" screen
  - Alternate #1 – Yard piping & site work (limestone surfacing, fencing)
  - Alternate #2 – Generator
  - Alternate #3 – Rehabilitation of Harry Street well casing
  - Engineer's Estimate: Base Bid – \$2M, Alt #1 - \$80k, Alt#2 - \$116k, Alt #3 - \$350k
- IV. Contract Completion Time
  - 600 Calendar Days with \$500/day liquidated damages
- V. Funding
  - Project is funded by MSDH Drinking Water Systems Improvements Revolving Loan Fund (DWIRLF) Program. Section 00600 includes DWIRLF requirements.
  - There are requirements for MBE/WBE, BABA & AIS.
  - EEO documentation must be submitted for project to be awarded – see Special Notice #1 (attached to Section 00245).
  - There will be no payment for stored materials.
- VI. Questions
  - Shall be submitted in writing to Jason Chiniche, P.E., [jason@chiniche.com](mailto:jason@chiniche.com)
  - Will be accepted until Monday, November 25, 2024.



**Pre-Bid Meeting Attendance Sheet**

**Project:** Bay St. Louis Water Supply Well

**Pre-Bid Meeting:** Wednesday, November 20, 2024 at 2:00 PM

**Location:** Bay St. Louis City Hall Conference Room, 2nd Floor, 688 Hwy 90, Bay St. Louis



Attendee	Company	Phone	Email
Jason Chiniche	Chiniche Engineering & Surveying	228-467-6755	<a href="mailto:jason@chiniche.com">jason@chiniche.com</a>
Christina Shurley	Chiniche Engineering & Surveying	228-467-6755	<a href="mailto:christina@chiniche.com">christina@chiniche.com</a>
Brad Thompson	Thompson Brothers	601-297-9472	brad@tbdrill.net
Josh Hadler	Lynan Well	788-832-3193	lynanwellco@bellsouth.net
Michael Reso	BSL	228-466-5457	mreso@baystlouis-miss.gov



**15-007-017 Water Supply Well****Bid Opening:** Monday, December 9, 2024, at 10:00 AM local time**Bid Location:** City of Bay St. Louis City Hall Conference Room, 2nd Floor, 688 Hwy 90, Bay St. Louis MS 39520**Bid Tabulation**

				Thompson Brothers Drilling, Inc. 3420 Ellisville Boulevard Laurel, MS 39443	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
01500 A	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00
01510 A	Maintenance of Traffic	1	LS	\$ 18,113.00	\$ 18,113.00
02000 A	Removal of Debris	1	LS	\$ 24,762.00	\$ 24,762.00
02000 B	Removal of Community Garden Infrastructure	1	LS	\$ 29,834.00	\$ 29,834.00
02020 A	Construction Entrance	1	EA	\$ 1,035.00	\$ 1,035.00
02020 B	Silt Fence	500	LF	\$ 10.35	\$ 5,175.00
02020 C	Straw Wattles	50	LF	\$ 30.42	\$ 1,521.00
02500 B	10" Ductile Iron Waterline	25	LF	\$ 3,744.20	\$ 93,605.00
02500 C	Ductile Iron Fittings	0.25	TON	\$ 26,084.00	\$ 6,521.00
02500 D	10" Gate Valve	1	EA	\$ 10,233.00	\$ 10,233.00
02540 A	Test Hole, 1200' Depth	1	LS	\$ 311,403.00	\$ 311,403.00
	Add or Deduct		LF	\$ 50.00	\$ -
02550 A	1500 GPM Water Supply Well, 1200' Depth	1	LS	\$ 1,025,290.00	\$ 1,025,290.00
	Add or Deduct		LF	\$ 100.00	\$ -
11200 A	Chlorination System	1	LS	\$ 168,085.00	\$ 168,085.00
11250 A	16'x8' Fiberglass Building	1	LS	\$ 82,203.00	\$ 82,203.00
11250 B	Phosphate System	1	LS	\$ 17,388.00	\$ 17,388.00
11250 C	Fluoride System	1	LS	\$ 14,490.00	\$ 14,490.00
<b>Base Bid Total</b>					<b>\$ 1,829,658.00</b>
01500 A	Mobilization	1	LS	\$ 2,070.00	\$ 2,070.00
01510 A	Maintenance of Traffic	1	LS	\$ 18,113.00	\$ 18,113.00
02000 C	Remove, Store and Re-Install Fencing	1	LS	\$ 2,588.00	\$ 2,588.00
02350 A	Limestone Surfacing	260	SY	\$ 107.95	\$ 28,067.00
02500 A	10" PVC Waterline	225	LF	\$ 179.68	\$ 40,428.00
02500 C	Ductile Iron Fittings	0.5	TON	\$ 13,910.00	\$ 6,955.00
02500 E	10" Tapping Sleeve & Valve	1	EA	\$ 22,315.00	\$ 22,315.00
02810 A	8' Chain Link Fence	200	LF	\$ 60.66	\$ 12,132.00
02810 B	16' Double Swing Gate	1	EA	\$ 3,623.00	\$ 3,623.00
02810 C	4' Pedestrian Gate	1	EA	\$ 1,449.00	\$ 1,449.00
02710 A	Asphalt Pavement Repair	10	SY	\$ 1,796.80	\$ 17,968.00
02900 A	Placement of Seed	150	SY	\$ 72.46	\$ 10,869.00
<b>Additive Alternate #1 Total</b>					<b>\$ 166,577.00</b>
01500 A	Mobilization	1	LS	\$ 500.00	\$ 500.00
263213A	Generator	1	LS	\$ 137,728.00	\$ 137,728.00
<b>Additive Alternate #2 Total</b>					<b>\$ 138,228.00</b>
01500 A	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
02590 A	Harry Street Well Casing Rehabilitation	1	LS	\$ 55,000.00	\$ 55,000.00
<b>Additive Alternate #3 Total</b>					<b>\$ 60,000.00</b>
<b>TOTAL BIDS</b>					<b>\$ 2,194,463.00</b>

\* Mathematical errors have been corrected

## **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.

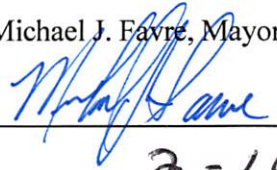
25. Contractor acknowledges that the individual executing the contract on behalf of BSL is doing so only in his/her official capacity only, and to the extent that any provision contained in the

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 Brad Thompson, President  
COMPANY: Thompson Brothers Drilling, Inc.  
DATE: 02/10/2025

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

By: Michael J. Favre, Mayor  
SIGNATURE:   
DATE: 2-10-25

## G0925 PERFORMANCE BOND

## PERFORMANCE BOND

<b>Contractor</b> Name: <u>Thompson Brothers Drilling, Inc.</u> Address (principal place of business): <u>3420 Ellisville Boulevard</u> <u>Laurel, MS 39443</u>	<b>Surety</b> Name: <u>The Gray Casualty &amp; Surety Company</u> Address (principal place of business): <u>P.O. Box 6202</u> <u>Metairie, LA-70009-6202</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>Water Supply Well</u> <u>St. Francis St, Bay St. Louis MS 39520</u> Contract Price: <u>\$2,194,463.00</u> Effective Date of Contract: _____
<b>Bond</b> Bond Amount: <u>\$2,194,463.00</u> Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> 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>Thompson Brothers Drilling, Inc.</u> <i>(Full formal name of Contractor)</i> By: <u>[Signature]</u> <i>(Signature)</i> Name: <u>Brad Thompson</u> <i>(Printed or typed)</i> Title: <u>President</u> Attest: <u>[Signature]</u> <i>(Signature)</i> Name: <u>Tammy Cameron</u> <i>(Printed or typed)</i> Title: <u>Secretary</u>	<b>Surety</b> <u>The Gray Casualty &amp; Surety Company</u> <i>(Full formal name of Surety) (corporate seal)</i> By: <u>[Signature]</u> <i>(Signature) (Attach Power of Attorney)</i> Name: <u>Fielden Mitts</u> <i>(Printed or typed)</i> Title: <u>Attorney-in-Fact</u> Attest: <u>[Signature]</u> <i>(Signature)</i> Name: <u>Jordan Carter</u> <i>(Printed or typed)</i> 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.	



## **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.

## 00950 PAYMENT BOND

## PAYMENT BOND

<b>Contractor</b> Name: <u>Thompson Brothers Drilling, Inc.</u> Address (principal place of business): <u>3420 Ellisville Boulevard</u> <u>Laurel, MS 39443</u>	<b>Surety</b> Name: <u>The Gray Casualty &amp; Surety Company</u> Address (principal place of business): <u>P.O. Box 6202</u> <u>Metairie, LA-70009-6202</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>Water Supply Well</u> <u>St. Francis St, Bay St. Louis MS 39520</u> Contract Price: <u>\$2,194,463.00</u> Effective Date of Contract: _____
<b>Bond</b> Bond Amount: <u>\$2,194,463.00</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>Thompson Brothers Drilling, Inc.</u> (Full formal name of Contractor) By: <u>[Signature]</u> (Signature) Name: <u>Brad Thompson</u> (Printed or typed) Title: <u>President</u> Attest: <u>[Signature]</u> (Signature) Name: <u>Tammy Cameron</u> (Printed or typed) Title: <u>Secretary</u>	<b>Surety</b> <u>The Gray Casualty &amp; Surety Company</u> (Full formal name of Surety) (corporate seal) By: <u>[Signature]</u> (Signature)(Attach Power of Attorney) Name: <u>Fielden Mitts</u> (Printed or typed) Title: <u>Attorney-in-Fact</u> Attest: <u>[Signature]</u> (Signature) Name: <u>Jordan Carter</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.

**THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY**

**GENERAL POWER OF ATTORNEY**

**Bond Number:** GSA1400913

**Principal:** Thompson Brothers Drilling, Inc.

**Obligee:** City of Bay St. Louis

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Fielden Mitts

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of  
\$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28<sup>th</sup> day of October, 2021.



By:

*Michael T. Gray*

Michael T. Gray  
President  
The Gray Insurance Company

*Cullen S. Piske*

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 28<sup>th</sup> day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

*Leigh Anne Henican*

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this                      day of                      ,                      .

*Mark S. Manguno*

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this                      day of                      ,                      .

*Leigh Anne Henican*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/27/2025

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> Ross & Yerger Insurance, Inc. 100 Vision Drive, Suite 100 Jackson MS 39211	<b>CONTACT NAME:</b> Mae Beth Easley <b>PHONE (A/C, No, Ext):</b> 601-944-0956 <b>E-MAIL ADDRESS:</b> measley@rossandyerger.com <b>FAX (A/C, No):</b> 601-355-3227												
<b>INSURED</b> Thompson Brothers Drilling, Inc. 538 Moselle Seminary Road Moselle MS 39459	<b>THOMBRO-CL</b> <b>INSURER(S) AFFORDING COVERAGE</b> <table><tr><td><b>INSURER A:</b> Arch Ins Co</td><td><b>NAIC #</b> 11150</td></tr><tr><td><b>INSURER B:</b> StarStone Specialty Ins Co</td><td><b>NAIC #</b> 44776</td></tr><tr><td><b>INSURER C:</b> Travelers Property Casualty Ins Co</td><td><b>NAIC #</b> 36161</td></tr><tr><td><b>INSURER D:</b></td><td></td></tr><tr><td><b>INSURER E:</b></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table>	<b>INSURER A:</b> Arch Ins Co	<b>NAIC #</b> 11150	<b>INSURER B:</b> StarStone Specialty Ins Co	<b>NAIC #</b> 44776	<b>INSURER C:</b> Travelers Property Casualty Ins Co	<b>NAIC #</b> 36161	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b>													
<b>INSURER E:</b>													
<b>INSURER F:</b>													

**COVERAGES****CERTIFICATE NUMBER:** 197424930**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
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ZAGLB9273400	11/15/2024	6/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZACAT9322300	11/15/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			84931A240ALI	11/15/2024	6/1/2025	EACH OCCURRENCE \$4,000,000 AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		N/A	ZAWC19797400	11/15/2024	6/1/2025	<input 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
C	Leased/Rented Eqp			QT630A0645227TIL24	11/15/2024	6/1/2026	250,000 Limit 2,500 Deductible

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)Thompson Brothers Drilling, Inc.  
Pat Thompson Properties, LLC.**General Liability:**Blanket Additional Insured and Blanket Waiver of Subrogation applies where required by written contract.  
General Liability is Primary and Non-Contributory where required by written contract.**Workers Comp:**

See Attached...

**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 <i>Debra D. Wondy</i>
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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Ross & Yerger Insurance, Inc.		NAMED INSURED Thompson Brothers Drilling, Inc. 538 Moselle Seminary Road Moselle MS 39459
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Blanket Waiver of Subrogation where required by written contract  
Blanket Alternate Employer applies to Workers Compensation where required by written contract.  
Longshore & Harbor Workers Compensation Act Coverage

Auto:  
Blanket Additional Insured and Blanket Waiver of Subrogation where required by written contract.  
Primary & Noncontributory

Umbrella Policy is follow form to all policies.

ALL coverages are subject to policy terms, conditions and exclusions.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2025

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.

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<b>PRODUCER</b> Ross & Yerger Insurance, Inc. 100 Vision Drive, Suite 100 Jackson MS 39211	<b>CONTACT NAME:</b> Mae Beth Easley	
	<b>PHONE (A/C No. Ext):</b> 601-944-0956	<b>FAX (A/C No.):</b> 601-355-3227
<b>E-MAIL ADDRESS:</b> measley@rossandyerger.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
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INSURER B : StarStone Specialty Ins Co		44776
INSURER C : Travelers Property Casualty Ins Co		36161
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES** **CERTIFICATE NUMBER:** 1068448232 **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
A	<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 checked="" type="checkbox"/> LOC OTHER:			ZAGLB9273400	11/15/2024	6/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZACAT9322300	11/15/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			84931A240ALI	11/15/2024	6/1/2025	EACH OCCURRENCE \$4,000,000 AGGREGATE \$ \$
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	N/A	ZAWCI9797400	11/15/2024	6/1/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
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Pat Thompson Properties, LLC.

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**Workers Comp:**

See Attached...

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Chiniche Engineering and Surveying 407 Hwy 90 Bay St. Louis MS	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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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

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