

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

This Agreement is by and between The City of Bay St. Louis ("Owner") and  
BLD Services, 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: Sewer main lining and point repairs and Manhole lining and repairs.

### ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Bay St. Louis Citywide Sewer Improvements Project – Base bid and Alternate 1.

### ARTICLE 3—ENGINEER

- 3.01 The Owner has retained James J. Chiniche, P.A., Inc. DBA Chiniche Engineering & 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.

#### 4.03 *Contract Times: Days*

- A. The Work will be substantially complete within 455 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 485 calendar days after the date when the Contract Times commence to run.

#### 4.05 *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

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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.
  4. 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.

### 4.06 *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:
- D. For all Work, at the prices stated in Certified Bid Tab, 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).
    - 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 29 sheets with each sheet bearing the following general title: Bay St. Louis Citywide Sewer Improvements Project.
7. Addenda (numbers 1 to 2, inclusive, not attached but incorporated by reference).
8. Exhibits to this Agreement (enumerated as follows):
  - a. Exhibit A - City of Bay St. Louis, Mississippi, Contract Supplementary Conditions, ARPA and MCWI Requirements addendum to City of Bay St. Louis Contracts.
  - b. Exhibit B - Byrd Anti- Lobbying Amendment.
  - c. Exhibit C - Attachment C - Subaward Terms and Conditions for Contracted Parties.
  - d. Exhibit D – Appendix II to Part 200, Title 2
  - e. Exhibit E - Addendum to City of Bay St. Louis Contracts.
  - f. Certified Bid Tabulation.
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.
  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 1/24/25 (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: 1/24/25  
(date signed)

Name: Mike Favre  
(typed or printed)

Title: Mayor  
(typed or printed)

Attest: [Signature]  
(individual's signature)

Title: Kimberly Fore  
(typed or printed)

Address for giving notices:

688 Highway 90

Bay St. Louis, MS 39520

Designated Representative:

Name: Jason Chiniche, PE  
(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:

BLD Services, LLC

(typed or printed name of organization)

By: [Signature]  
(individual's signature)

Date: January 13, 2025  
(date signed)

Name: Jacob Trapani  
(typed or printed)

Title: Vice 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: Beth Piediscalzo, Executive Administrator  
(typed or printed)

Address for giving notices:

2424 Tyler Street

Kenner, LA 70062

Designated Representative:

Name: Tommy Trapp / Eric Pittman  
(typed or printed)

Title: Regional Manager / Project Manager  
(typed or printed)

Address:

2424 Tyler Street

Kenner, LA 70062

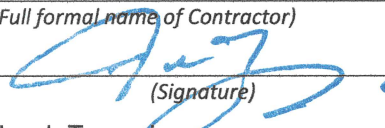
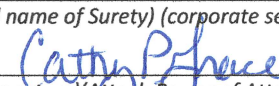
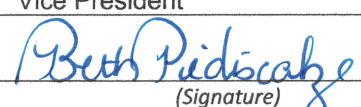
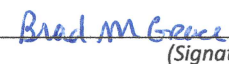
Phone: 985-507-2015 / 985-974-3303

Email: tommyt@bldllc.net / ericp@bldllc.net

License No.: 17594-MC  
(where applicable)

State: Mississippi

## PERFORMANCE BOND

<b>Contractor</b> Name: BLD Services, LLC Address (principal place of business): 2424 Tyler Street Kenner, LA 70062	<b>Surety</b> Name: Nationwide Mutual Insurance Company Address (principal place of business): One West Nationwide Blvd., 1-14-301 Columbus, OH 43215-2220
<b>Owner</b> Name: City of Bay St. Louis Mailing address (principal place of business): 688 Highway 90 Bay St. Louis, MS 39520	<b>Contract</b> Description (name and location): Bay St. Louis Citywide Sewer Improvements Project Contract Price: \$3,058,457.00 Effective Date of Contract: 1/24/25
<b>Bond</b> Bond Amount: \$3,058,457.00 Date of Bond: 1/24/25 <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.	
Contractor as Principal BLD Services, LLC <i>(Full formal name of Contractor)</i>	Surety Nationwide Mutual Insurance Company <i>(Full formal name of Surety) (corporate seal)</i>
By:  <i>(Signature)</i>	By:  <i>(Signature) (Attach Power of Attorney)</i>
Name: Jacob Trapani <i>(Printed or typed)</i>	Name: Cathy P. Grace <i>(Printed or typed)</i>
Title: Vice President	Title: Attorney-In-Fact & Mississippi Licensed Agent
Attest:  <i>(Signature)</i>	Attest:  <i>(Signature)</i>
Name: Beth Piediscalzo <i>(Printed or typed)</i>	Name: Brad M. Grace <i>(Printed or typed)</i>
Title: Executive Administrator	Title: Contract Underwriter
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

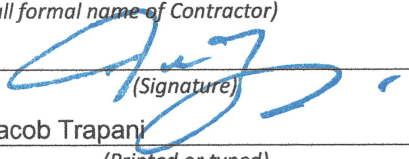
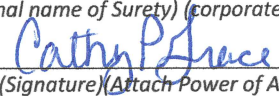


statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

### 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

<b>Contractor</b> Name: BLD Services, LLC Address <i>(principal place of business)</i> : 2424 Tyler Street Kenner, LA 70062	<b>Surety</b> Name: Nationwide Mutual Insurance Company Address <i>(principal place of business)</i> : One West Nationwide Blvd., 1-14-301 Columbus, OH 43215-2220
<b>Owner</b> Name: City of Bay St. Louis Mailing address <i>(principal place of business)</i> : 688 Highway 90 Bay St. Louis, MS 39520	<b>Contract</b> Description <i>(name and location)</i> : Bay St. Louis Citywide Sewer Improvements Project  Contract Price: \$3,058,457.00 Effective Date of Contract: 1/24/25
<b>Bond</b> Bond Amount: \$3,058,457.00 Date of Bond: 1/24/25 <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 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.	
Contractor as Principal BLD Services, LLC <i>(Full formal name of Contractor)</i>	Surety Nationwide Mutual Insurance Company <i>(Full formal name of Surety) (corporate seal)</i>
By:  <i>(Signature)</i>	By:  <i>(Signature) (Attach Power of Attorney)</i>
Name: Jacob Trapani <i>(Printed or typed)</i>	Name: Cathy P. Grace <i>(Printed or typed)</i>
Title: Vice President	Title: Attorney-In-Fact & Mississippi Licensed Agent
Attest:  <i>(Signature)</i>	Attest:  <i>(Signature)</i>
Name: Beth Piediscalzo <i>(Printed or typed)</i>	Name: Brad M. Grace <i>(Printed or typed)</i>
Title: Executive Administrator	Title: Contract Underwriter
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.

**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

**BRAD M GRACE; CATHY P GRACE;**

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**UNLIMITED**

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.



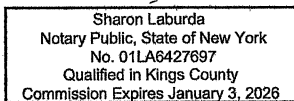
Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**



STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Notary Public  
My Commission Expires  
January 3, 2026

**CERTIFICATE**

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



Assistant Secretary

**MISSISSIPPI DEPARTMENT OF REVENUE****P.O. BOX 1033 JACKSON, MS 39215****RIDER SALES, USE, INCOME, FRANCHISE, WITHHOLDING,  
AND SPECIAL FUEL (DIESEL FUEL) TAX BOND**

Sales Tax Account

ID: \_\_\_\_\_

STATE OF MISSISSIPPI

BOND NUMBER 7901224558

This Rider is attached to and becomes a part of a certain performance and/or payment bond executed by:

<u>BLD Services, LLC</u>	<u>2424 Tyler Street</u>	<u>Kenner</u>	<u>LA</u>	<u>70062</u>	as Principal,
Name	Address	City	State	Zip	
in favor of <u>City of Bay St. Louis</u>	<u>688 Highway 90</u>	<u>Bay St. Louis</u>	<u>MS</u>	<u>39520</u>	as Oblige,
Name	Address	City	State	Zip	

And covering a contract dated \_\_\_\_\_, 20\_\_\_\_\_, for the construction of

Bay St. Louis Citywide Sewer Improvements Project

(Name Project and Describe)

WHEREAS, under the provisions of Miss. Code Ann. § 27-65-21, as amended, the said Principal is required to and has furnished this bond guaranteeing payment of all taxes damages, interest and penalties which may accrue to the State of Mississippi under Miss. Code Ann. § 27-65-1 et seq., and § 27-67-1 et seq., and § 27-7-1 et seq., and § 27-13-1 et seq., and § 27-7-301 et seq., and § 27-55-313 et seq., and amendments thereto, on account of entering into said contract.

NOW, THEREFORE, in addition to the obligations set forth in the attached bond, there is hereby imposed the additional obligation by the Rider that the Contractor shall promptly make payment when due all taxes, damages, interest and penalties which may accrue during that time to the State of Mississippi under Miss. Code Ann. § 27-65-1 et seq., and § 27-67-1 et seq., and § 27-7-1 et seq., and § 27-13-1 et seq., and § 27-7-301 et seq., and § 27-55-313 et seq., and amendments thereto, on account of the execution of the aforesaid contract.

NOTWITHSTANDING the tax information and return confidentiality provisions contained within Miss Code Ann. § 27-65-1 et seq., § 27-67-1 et seq., 27-7-1 et seq., 27-13-1 et seq., 27-7-301 et seq., and 27-55-301 et seq., and amendments thereto, Principal hereby authorizes the Department of Revenue to release to Surety any information relating to any claim against said Surety made by the Department of Revenue which is covered by this bond.

SIGNED, SEALED AND DELIVERED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Filed and Approved, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

COMMISSIONER: \_\_\_\_\_ PRINCIPAL: BLD Services, LLC

Countersigned by:

Cathy P. Grace  
Cathy P. Grace, Attorney in FactCathy P. Grace  
Cathy P. Grace, Licensed Mississippi AgentSURETY: Nationwide Mutual Insurance CompanyOne West Nationwide Blvd., 1-14-301  
Columbus, OH 43215-2220Cathy P. Grace225-938-0112

Type or Print Name of Agent

Telephone Number

**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

**BRAD M GRACE; CATHY P GRACE;**

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**UNLIMITED**

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

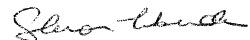
**ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Sharon Laburda  
Notary Public, State of New York  
No. 01LA6427697  
Qualified in Kings County  
Commission Expires January 3, 2026




Notary Public  
My Commission Expires  
January 3, 2026

**CERTIFICATE**

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

  
Assistant Secretary

CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR THE

**Bay St. Louis Citywide  
Sewer Improvements Project**

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**EXHIBIT A**  
**CITY OF BAY ST. LOUIS, MISSISSIPPI**  
**CONTRACT SUPPLEMENTARY CONDITIONS**  
**ARPA AND MCWI REQUIREMENTS**

**1. REMEDIES**

If the contract is more than \$250,000.00, such sanctions and penalties as appropriate will be enforced pursuant to 2 C.F.R. Part 200, Appendix II (a).

**2. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

EXHIBIT A  
CITY OF BAY ST. LOUIS, MISSISSIPPI  
CONTRACT SUPPLEMENTARY CONDITIONS  
ARPA AND MCWI REQUIREMENTS

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

EXHIBIT A  
CITY OF BAY ST. LOUIS, MISSISSIPPI  
CONTRACT SUPPLEMENTARY CONDITIONS  
ARPA AND MCWI REQUIREMENTS

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

**3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor

EXHIBIT A  
CITY OF BAY ST. LOUIS, MISSISSIPPI  
CONTRACT SUPPLEMENTARY CONDITIONS  
ARPA AND MCWI REQUIREMENTS

withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. "Further Compliance with the Contract Work Hours and Safety Standards Act."

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

#### **4. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the Contractor commencing operations.

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

"Clean Air Act"

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

**EXHIBIT A**  
**CITY OF BAY ST. LOUIS, MISSISSIPPI**  
**CONTRACT SUPPLEMENTARY CONDITIONS**  
**ARPA AND MCWI REQUIREMENTS**

The contractor agrees to report each violation to the City of Bay St. Louis and understands and agrees that the City of Bay St. Louis will, in turn, report each violation as required to 40 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act. 41 33 U.S.C. §§ 1251-1387, as amended. 42 2 C.F.R. Part 200, Appendix II, § G. Contract Provisions Guide 20 assure notification to the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000.

**“Federal Water Pollution Control Act”**

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to the City of Bay St. Louis and understands and agrees that the City of Bay St. Louis will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000.”

**5. DEBARMENT AND SUSPENSION**

The Contract is a covered transaction for purposes of 2 C.F.R. pt 180 and 2 C.F.R. pt 3000. As such, Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. Sect. 180.995) or its affiliates (defined at 2 C.F.R. Sect. 180.905) are excluded (defined at 2 C.F.R. Sect. 180.940) or disqualified (defined at 2 C.F.R. Sect. 180.935).

Contractor must comply with 2 C.F.R. pt 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of Bay St. Louis. If it is later determined that the Contractor did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Bay St. Louis, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring some compliance in all of its lower tier covered transactions.

**EXHIBIT A**  
**CITY OF BAY ST. LOUIS, MISSISSIPPI**  
**CONTRACT SUPPLEMENTARY CONDITIONS**  
**ARPA AND MCWI REQUIREMENTS**

Contractor shall not subcontract with any parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension."

**6. BYRD ANTI-LOBBYING AMENDMENT**

Contractor shall certify that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Contract shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Contractor shall require all subcontractors to submit these same certifications.

**7. SOLID WASTE DISPOSAL ACT**

Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**8. RECORDS AND RETENTION**

The Contractor shall permit access by the City and the government agencies including the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor shall retain all required records for three (3) years after the City or the relevant government agencies make final payments and all other pending matters are closed.

**9. AFFIRMATIVE ACTION REQUIREMENTS**

**EXHIBIT A**  
**CITY OF BAY ST. LOUIS, MISSISSIPPI**  
**CONTRACT SUPPLEMENTARY CONDITIONS**  
**ARPA AND MCWI REQUIREMENTS**

Contractor acknowledges that this Agreement is made subject to compliance with Department of Labor requirements set forth in 41 C.F.R. 60-4. Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**10. OTHER PROVISIONS**

The Contractor shall comply with any other applicable federal, state or local regulations.

The Contractor shall adhere to mandatory standards and policies on energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**11. DOMESTIC PREFERENCES**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

**12. COMPLIANCE WITH FEDERAL LAW**

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, procedures, and directives.

**13. AFFIRMATIVE SOCIOECONOMIC STEPS**

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**14. COPELAND ANTI-KICKBACK ACT**

EXHIBIT A  
CITY OF BAY ST. LOUIS, MISSISSIPPI  
CONTRACT SUPPLEMENTARY CONDITIONS  
ARPA AND MCWI REQUIREMENTS

The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

The Contractor shall comply with 18 U.S.C. Sect. 874, 40 U.S.C. Sect. 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract. The Contractor, or any subcontractor, shall insert into any subcontracts the clause bolded above and other such clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. Sect. 5.12.

Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation for which is otherwise entitled.



EXHIBIT A  
CITY OF BAY ST. LOUIS, MISSISSIPPI  
CONTRACT SUPPLEMENTARY CONDITIONS  
ARPA AND MCWI REQUIREMENTS

ATTACHMENT A

LIST OF PROPOSED SUBCONTRACTORS

ARPA/MCWI PROJECT

Company Name: Video Industrial MBE/DBE: No

Company Address: 7721 2nd Avenue North, Birmingham, AL 35206

Company Contact Person: Drew Mahan

Proposed Scope of Work: CCTV

Company Name: \_\_\_\_\_ MBE/DBE: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Contact Person: \_\_\_\_\_

Proposed Scope of Work: \_\_\_\_\_

Company Name: \_\_\_\_\_ MBE/DBE: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Contact Person: \_\_\_\_\_

Proposed Scope of Work: \_\_\_\_\_

Company Name: \_\_\_\_\_ MBE/DBE: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Contact Person: \_\_\_\_\_

Proposed Scope of Work: \_\_\_\_\_

EXHIBIT A  
CITY OF BAY ST. LOUIS, MISSISSIPPI  
CONTRACT SUPPLEMENTARY CONDITIONS  
ARPA AND MCWI REQUIREMENTS  
(Make Additional Copies of this Sheet if Needed)

ATTACHMENT B

CITY OF BAY ST. LOUIS CITYWIDE SEWER IMPROVEMENTS PROJECT  
PROJECT NO. 22-006 P2

CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONTRACTOR certifies to the best of its knowledge and belief that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) have not within a three-year period preceding this proposal 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/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
  - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONTRACTOR further certifies, to the best of his/her knowledge and belief, that:
  - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

EXHIBIT A  
CITY OF BAY ST. LOUIS, MISSISSIPPI  
CONTRACT SUPPLEMENTARY CONDITIONS  
ARPA AND MCWI REQUIREMENTS

renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONTRACTOR shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONTRACTOR for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONTRACTOR) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONTRACTOR) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Emergency Management Agency, in connection with the Agreement involving participation of federal disaster relief funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this day of 13th day of January, 2025.

CONTRACTOR NAME HERE  
BLD SERVICES, LLC

BY: \_\_\_\_\_

{typed name} Jacob Trapani, Vice President

EXHIBIT A  
CITY OF BAY ST. LOUIS, MISSISSIPPI  
CONTRACT SUPPLEMENTARY CONDITIONS  
ARPA AND MCWI REQUIREMENTS

ATTEST: Jamie Villafra

My Commission Expires: AT DEATH

E. Piediscalzo  
Notary



EXHIBIT A  
CITY OF BAY ST. LOUIS, MISSISSIPPI  
CONTRACT SUPPLEMENTARY CONDITIONS  
ARPA AND MCWI REQUIREMENTS  
ATTACHMENT C

CITY OF BAY ST. LOUIS CITYWIDE SEWER IMPROVEMENTS PROJECT  
PROJECT NO. 22-006 P2

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the COUNTY, CITY, MEMA, Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the CITY has registered with and is participating in a federal work authorization program\* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the CITY if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the CITY, if requested, for the benefit of the CITY or this CONTRACT.

**213869**

EEV\* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: \_\_\_\_\_

Authorized Officer or Agent

**Jacob Trapani**

Printed Name of Authorized Officer or Agent

**01/13/25**

Date

**Vice President**

Title

SWORN TO AND SUBSCRIBED before me on this the **13th** day of **January**, 20**25**.

**Elizabeth Prest Piediscalzo**  
NOTARY PUBLIC

My Commission Expires: **AT DEATH**

\* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.



## Exhibit B

### **BYRD ANTI-LOBBYING AMENDMENT**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

### **APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, BLD Services, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

Jacob Trapani, Vice President  
Name and Title of Contractor's Authorized Official

01/13/25  
Date

**ATTACHMENT C  
SUBAWARD TERMS AND CONDITIONS  
FOR CONTRACTED PARTIES**

**1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

**2. DEBARMENT AND SUSPENSION**

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it 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;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a 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;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

**3. INDEMNIFICATION**

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all



claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

#### **4. RELATIONSHIP STATUS**

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

#### **5. ACCESS TO RECORDS**

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

#### **6. RECORD RETENTION AND RIGHT TO AUDIT**

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

#### **7. RIGHT TO INSPECT WORK; SITE ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

#### **8. CONFLICT OF INTEREST**

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

## **9. COOPERATION AND EVALUATION**

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

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This content is from the eCFR and is authoritative but unofficial.

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## Title 2 —Grants and Agreements

### Subtitle A —Office of Management and Budget Guidance for Grants and Agreements

#### Chapter II —Office of Management and Budget Guidance

#### Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**Source:** 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

**Source:** 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

**Authority:** 31 U.S.C. 503

**Source:** 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

#### Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part

3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

## 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

## Exhibit E

(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,



## Exhibit E

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

## Exhibit E

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.

26. Contractor acknowledges and agrees that the Contract is subject to all provisions in the "City of Bay St. Louis, Mississippi Contract Supplementary Conditions ARPA and MCWI Requirements" as attached hereto as Exhibit A and fully incorporated herein.

### **CONTRACTOR**

By:

  
(Original Signature of Principal or General Agent)  
**Jacob Trapani, Vice President**

NAME/TITLE

COMPANY:

**BLD Services, LLC**

DATE:

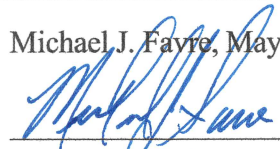
**01/13/25**

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

By:

Michael J. Favre, Mayor

SIGNATURE:



DATE:

**1/24/25**

Bay St. Louis Citywide Sewer Improvements Project  
Bid Opening: Tuesday, December 10, 2024 at 10:00AM, local time  
Bid Location: Bay St. Louis City Hall Conference Room, 2nd Floor  
Located at 688 Highway 90, Bay St. Louis, MS 39520



		BLD Services, LLC 2424 Tyler Street Kenner, LA 70062		Gulf Coast Underground, LLC 5655 Middle Rd Theodore, AL 36582		Suncoast Infrastructure, Inc P.O. BOX 397 1858 Highway 90 Florence, MS 39073		Insituform Technologies, LLC 580 Goddard Avenue Chesterfield, MI 63005	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
01500-A	Mobilization	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 134,217.35	\$ 134,217.35	\$ 61,085.00	\$ 61,085.00
01510-A	Maintenance Of Traffic	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 98,879.50	\$ 98,879.50	\$ 54,000.00	\$ 54,000.00
02020-A	Construction Entrance	200	3	\$ 3.00	\$ 600.00	\$ 11,181.75	\$ 11,181.75	\$ 6,100.00	\$ 6,100.00
02020-B	Silt Fence	500	LF	\$ 3.00	\$ 1,500.00	\$ 10.35	\$ 2,070.00	\$ 9.00	\$ 1,800.00
02020-C	Straw Wattles	3000	CV	\$ 25.00	\$ 75,000.00	\$ 8.85	\$ 4,425.00	\$ 8.50	\$ 4,250.00
02400-A	Select Backfill	2	EA	\$ 6,000.00	\$ 12,000.00	\$ 23.60	\$ 70,800.00	\$ 31.00	\$ 93,000.00
02400-B	Point Repair For Existing Sewer Main - 6" Diameter, <6' Depth, up to 5' in length	1	LF	\$ 150.00	\$ 150.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00
02400-B1	Point Repair For Existing Sewer Main - 6" Diameter, <6' Depth, up to 5' in length	22	EA	\$ 7,200.00	\$ 158,400.00	\$ 6,900.00	\$ 151,800.00	\$ 6,000.00	\$ 132,000.00
02400-C	Point Repair For Existing Sewer Main - 8" Diameter, <6' Depth, up to 5' in length	1	LF	\$ 2.00	\$ 2.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00
02400-C1	Point Repair For Existing Sewer Main - 8" Diameter, <6' Depth, up to 5' in length	15	EA	\$ 8,200.00	\$ 123,000.00	\$ 7,300.00	\$ 109,500.00	\$ 7,900.00	\$ 118,500.00
02400-D	Point Repair For Existing Sewer Main - 8" Diameter, 6 To 8' Depth, up to 5' in length	1	LF	\$ 210.00	\$ 210.00	\$ 1,300.00	\$ 1,300.00	\$ 2,000.00	\$ 2,000.00
02400-D1	Point Repair For Existing Sewer Main - 8" Diameter, 6 To 8' Depth, up to 5' in length	6	EA	\$ 10,200.00	\$ 61,200.00	\$ 9,900.00	\$ 97,800.00	\$ 9,000.00	\$ 81,000.00
02400-E	Point Repair For Existing Sewer Main - 8" Diameter, 8-1' To 10' Depth, up to 5' in length	1	LF	\$ 250.00	\$ 250.00	\$ 1,350.00	\$ 1,350.00	\$ 2,000.00	\$ 2,000.00
02400-E1	Point Repair For Existing Sewer Main - 8" Diameter, 8-1' To 10' Depth, up to 5' in length	2	EA	\$ 12,000.00	\$ 24,000.00	\$ 9,300.00	\$ 18,600.00	\$ 8,800.00	\$ 17,600.00
02400-F	Point Repair For Existing Sewer Main - 8" Diameter, >10' Depth, up to 5' in length	1	LF	\$ 250.00	\$ 250.00	\$ 1,400.00	\$ 1,400.00	\$ 2,000.00	\$ 2,000.00
02400-F1	Point Repair For Existing Sewer Main - 8" Diameter, >10' Depth, up to 5' in length	1	EA	\$ 11,000.00	\$ 11,000.00	\$ 10,750.00	\$ 10,750.00	\$ 9,000.00	\$ 9,000.00
02400-G	Point Repair For Existing Sewer Main - 10" Diameter, 8-1' To 10' Depth, up to 5' in length	1	LF	\$ 220.00	\$ 220.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00
02400-G1	Point Repair For Existing Sewer Main - 10" Diameter, 8-1' To 10' Depth, up to 5' in length	4	EA	\$ 13,000.00	\$ 52,000.00	\$ 10,900.00	\$ 43,600.00	\$ 10,300.00	\$ 41,200.00
02400-H	Point Repair For Existing Sewer Main - 10" Diameter, >10' Depth, up to 5' in length	1	LF	\$ 250.00	\$ 250.00	\$ 2,000.00	\$ 2,000.00	\$ 2,900.00	\$ 2,900.00
02400-H1	Point Repair For Existing Sewer Main - 10" Diameter, >10' Depth, up to 5' in length	1	EA	\$ 11,500.00	\$ 11,500.00	\$ 12,500.00	\$ 12,500.00	\$ 13,000.00	\$ 13,000.00
02400-I	Point Repair For Existing Sewer Main - 12" Diameter, >10' Depth, up to 5' in length	1	LF	\$ 300.00	\$ 300.00	\$ 3,000.00	\$ 3,000.00	\$ 3,200.00	\$ 3,200.00
02400-I1	Point Repair For Existing Sewer Main - 12" Diameter, >10' Depth, up to 5' in length	1	EA	\$ 13,000.00	\$ 13,000.00	\$ 13,900.00	\$ 13,900.00	\$ 19,500.00	\$ 19,500.00
02400-J	Point Repair For Existing Sewer Main - 18" Diameter, >10' Depth, up to 5' in length	1	LF	\$ 320.00	\$ 320.00	\$ 3,100.00	\$ 3,100.00	\$ 3,600.00	\$ 3,600.00
02400-J1	Point Repair For Existing Sewer Main - 18" Diameter, >10' Depth, up to 5' in length	1	EA	\$ 14,000.00	\$ 14,000.00	\$ 22,200.00	\$ 22,200.00	\$ 22,200.00	\$ 22,200.00
02400-K	Point Repair For Existing Sewer Main - 18" Diameter, >10' Depth, up to 5' in length	1	LF	\$ 340.00	\$ 340.00	\$ 3,700.00	\$ 3,700.00	\$ 4,400.00	\$ 4,400.00
02400-K1	Point Repair For Existing Sewer Main - 18" Diameter, >10' Depth, up to 5' in length	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 28,100.00	\$ 28,100.00	\$ 28,000.00	\$ 28,000.00
02400-L	Point Repair For Existing Sewer Main - 24" Diameter, 8-1' To 10' Depth, up to 5' in length	1	LF	\$ 400.00	\$ 400.00	\$ 4,500.00	\$ 4,500.00	\$ 5,600.00	\$ 5,600.00
02400-L1	Point Repair For Existing Sewer Main - 24" Diameter, 8-1' To 10' Depth, up to 5' in length	1	EA	\$ 17,000.00	\$ 17,000.00	\$ 33,000.00	\$ 33,000.00	\$ 40,000.00	\$ 40,000.00
02400-M	Point Repair For Existing Sewer Main - 24" Diameter, >10' Depth, up to 5' in length	1	LF	\$ 600.00	\$ 600.00	\$ 4,500.00	\$ 4,500.00	\$ 7,000.00	\$ 7,000.00
02400-M1	Point Repair For Existing Sewer Main - 24" Diameter, >10' Depth, up to 5' in length	20	EA	\$ 610.00	\$ 12,200.00	\$ 2,070.00	\$ 41,400.00	\$ 3,400.00	\$ 68,000.00
02400-N	Manhole Lid Adjustment	910	LF	\$ 42.50	\$ 38,675.00	\$ 37.50	\$ 34,125.00	\$ 39.50	\$ 35,945.00
02460-A	6" Cured-In-Place Pipe (CIPP)	32,524	LF	\$ 40.50	\$ 1,317,222.00	\$ 39.25	\$ 1,276,567.00	\$ 43.50	\$ 1,414,794.00
02460-B	8" Cured-In-Place Pipe (CIPP)	9,765	LF	\$ 41.00	\$ 400,365.00	\$ 43.35	\$ 423,312.75	\$ 47.00	\$ 458,955.00
02460-C	10" Cured-In-Place Pipe (CIPP)	2,713	LF	\$ 51.00	\$ 138,363.00	\$ 52.15	\$ 141,482.95	\$ 62.00	\$ 168,206.00
02460-D	12" Cured-In-Place Pipe (CIPP)	828	LF	\$ 130.00	\$ 107,640.00	\$ 144.95	\$ 120,018.60	\$ 140.00	\$ 115,920.00
02460-E	24" Cured-In-Place Pipe (CIPP)				\$ 2,711,957.00		\$ 2,888,779.90		\$ 3,013,355.00
Total Base Bid									
Additive Alternate Bid									
01500-A	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 10,500.00	\$ 10,500.00	\$ 3,000.00	\$ 3,000.00
01510-A	Maintenance Of Traffic	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 26,521.90	\$ 26,521.90	\$ 545.00	\$ 545.00
02552-A	Manhole Protective Coating	853	VF	\$ 350.00	\$ 298,550.00	\$ 350.00	\$ 298,550.00	\$ 280.00	\$ 238,840.00
02552-B	Frame Grouting	71	EA	\$ 250.00	\$ 17,750.00	\$ 388.15	\$ 27,568.65	\$ 1,050.00	\$ 74,550.00
02552-C	Bench Repair	4	EA	\$ 50.00	\$ 200.00	\$ 1,293.75	\$ 5,175.00	\$ 1,200.00	\$ 4,800.00
Total Additive Alternate Bid					\$ 346,500.00		\$ 368,305.55		\$ 321,735.00
Bid Totals					\$ 3,058,457.00		\$ 3,257,085.45		\$ 3,335,090.00
									\$ 3,624,555.00

\* Mathematical errors have been corrected  
THIS IS TO CERTIFY THAT THE TABULATION OF BIDS SHOWN HEREIN  
IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.







**AUTHORIZATION OF AGENT  
AND ATTORNEY-IN-FACT FOR BLD  
SERVICES, L.L.C., BY SHIRLEY JARRELL WAGNER**

I, Shirley Jarrell Wagner, the duly elected and acting Secretary/Treasurer and Manager of BLD Services, L.L.C., a Louisiana limited liability company, pursuant to the authority granted to me by resolutions unanimously adopted by the Members and Managers of BLD Services, L.L.C., in a Unanimous Written Consent of the Members and Managers of BLD Services, L.L.C., dated June 15, 2018, which resolutions are in full force and effect as of the date hereof, do hereby take the following action:

I hereby authorize, empower and appoint Jacob Trapani, Vice President and Manager, to serve as authorized Agent and Attorney-in-Fact of BLD Services, L.L.C., to act on behalf of BLD Services, L.L.C., in connection with any and all negotiations, bids, concerns and transactions, including but not limited to the execution of any and all bids, papers, documents, affidavits, bonds, sureties, contracts and acts, and to receive and receipt thereof all purchase orders and notices issued pursuant to the provisions of any such bids or contracts; and further to take any and all actions necessary to carry to the purposes and intents of this action; and that the Members and Managers of BLD Services, L.L.C., therefore do therefore ratify, confirm and approve and accept each and every act performed by Jacob Trapani, Vice President and Manager, as said Agent and Attorney-in-Fact of BLD Services, L.L.C., in furtherance of this appointment.

01/13/25

DATE

A handwritten signature in blue ink that reads 'Shirley Jarrell Wagner'.

SHIRLEY JARRELL WAGNER  
SECRETARY/TREASURER AND MANAGER

**UNANIMOUS WRITTEN CONSENT  
OF THE MEMBERS AND MANAGERS OF BLD SERVICES, L.L.C.**

We, the undersigned, constituting all of the Members and Managers of BLD Services, L.L.C., a Louisiana limited liability company, do hereby unanimously approve the following resolutions, effective immediately:

RESOLVED, that the following persons are hereby elected and confirmed as the Officers and Managers of BLD Services, L.L.C.:

Dan Wagner – President and Manager

Shirley Jarrell Wagner – Secretary/Treasurer and Manager

Jacob Trapani – Vice President and Manager

RESOLVED FURTHER, that Shirley Jarrell Wagner be and is hereby authorized and empowered to submit bids for private or public contracts for or on behalf of BLD Services, L.L.C., whether such bids be inside or outside the State of Louisiana, with all of the rights, powers, and authority incumbent thereto.

FURTHER RESOLVED, that Shirley Jarrell Wagner be and she is further authorized and empowered to sign or otherwise execute any and all contracts for or on behalf of BLD Services, L.L.C., whether they be inside or outside the State of Louisiana, including but not limited to the execution of any and all bids, papers, documents, change orders, affidavits, bonds, sureties and acts, and to receive and receipt thereof all purchase orders and notices issued pursuant to the provisions of any such bids or contract, with all of the rights, powers, and authority incumbent thereto.

FURTHER RESOLVED, that Shirley Jarrell Wagner be and she is an authorized agent of BLD Services, L.L.C., for any and all purposes and with all of the rights, powers and authority incumbent thereto.

FURTHER RESOLVED, that Shirley Jarrell Wagner be and she is further authorized and empowered to appoint Daniel P. Wagner, III, Jacob Trapani, Brent D. Albert, Danny M. Albert and Dustin T. Richards to each serve as an authorized Agent and Attorney-in-Fact of BLD Services, L.L.C., to act on behalf of BLD Services, L.L.C., in connection with any and all negotiations, bids, concerns and transactions, including but not limited to the execution of any and all bids, change orders, papers, documents, affidavits, bonds, sureties, contracts and acts, and to receive and receipt thereof all purchase orders, notices issued pursuant to the provisions of any such bids or contracts; and further to take any and all actions necessary to carry to the purpose and intent of this resolution; and that the Members and Managers of BLD Services, L.L.C., therefore do ratify, confirm and approve and accept each and every act performed by Daniel P. Wagner, III, Jacob Trapani, Brent D. Albert, Danny M. Albert and Dustin T. Richards as an Agent and Attorney-in-Fact of BLD Services, L.L.C., in furtherance of this resolution.

Thus done and signed this 15th day of June, 2018.

Page 2 of 2 (Signature Page)  
Unanimous Written Consent  
of the Members and Managers  
of BLD Services, LLC  
June 15, 2018



BRAD LOUIS DUTRUCH, MEMBER

DANIEL MIREMONT, MEMBER

DANIEL WAGNER, MANAGER

SHIRLEY JARRELL WAGNER, MANAGER

JACOB TRAPANI, MANAGER



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/5/2024

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> Marsh McLennan Agency 8144 Walnut Hill Lane, 16th Floor Dallas TX 75231	<b>CONTACT NAME:</b> Laurie Gibbs (Formerly Carter) <b>PHONE (A/C, No, Ext):</b> 972-770-7138 <b>E-MAIL ADDRESS:</b> Laurie.Gibbs@MarshMMA.com <b>FAX (A/C, No):</b> 972-404-5580
<b>INSURED</b> BLD Services, LLC 2424 Tyler St. Kenner LA 70062	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> XL Specialty Insurance Company <b>INSURER B:</b> National Union Fire Ins Co PittsburghPA <b>INSURER C:</b> New Hampshire Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**

CERTIFICATE NUMBER: 491724441

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
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$10,000 <input checked="" type="checkbox"/> Incl. Cont. Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			9894831	6/1/2024	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 \$ 15,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<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 <input checked="" type="checkbox"/> \$250 Comp <input checked="" type="checkbox"/> \$500 Coll			5717849	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US00081760L124A	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<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 checked="" type="checkbox"/> Y N/A			WC015853407	6/1/2024	6/1/2025	<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
A	Builders Risk			UM00060469MA24A	6/1/2024	6/1/2025	SEE BELOW SEE BELOW

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CONTINUED ON PAGES 2 &amp; 3

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**City of Bay St Louis, MS  
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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# **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 2

AGENCY Marsh McLennan Agency		NAMED INSURED BLD Services, LLC 2424 Tyler St. Kenner LA 70062	
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

CONTINUED FROM PAGE 1

Blanket Additional Insured Form #CG 2010, Edition 12/19 (Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization) Applies to the General Liability Policy  
 Blanket Additional Insured Form #CG 2011, Edition 12/19 (Additional Insured - Managers or Lessors of Premises) Applies to the General Liability Policy  
 Blanket Additional Insured Form #CG 2012, Edition 12/19 (Additional Insured - State or Political Subdivision - Permits or Authorizations) Applies to the General Liability Policy  
 Blanket Additional Insured Form #CG 2015, Edition 12/19 (Additional Insured - Vendors) Applies to the General Liability Policy  
 Blanket Additional Insured Form #CG 2018, Edition 12/19 (Additional Insured - Mortgagee, Assignee or Receiver) Applies to the General Liability Policy  
 Blanket Additional Insured Form #CG 2034, Edition 12/19 (Additional Insured - Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You) Applies to the General Liability Policy  
 Blanket Additional Insured Form #CG 2037, Edition 12/19 (Additional Insured - Owners, Lessees or Contractors - Completed Operations) Applies to the General Liability Policy  
 Blanket Primary & Non-Contributory Form #CG 2001, Edition 12/19 Applies to the General Liability Policy  
 Blanket Waiver of Subrogation Form #CG 2404, Edition 12/19 Applies to the General Liability Policy  
 Blanket 90-Day Notice of Cancellation Form #CG 0224, Edition 10/93 (Earlier Notice of Cancellation Provided By Us - 90 Days, Except For Non-Payment of Premium) Applies to the General Liability Policy

Blanket Additional Insured Including Primary Non-Contributory Form #74445, Edition 10/99 Applies to the Automobile Liability Policy  
 Blanket Additional Insured Form #87950, Edition 09/14 (Additional Insured - Where Required Under Written Contract) Applies to the Automobile Liability Policy  
 Blanket Lessor - Additional Insured & Loss Payee Form #CA 0413, Edition 10/13 Applies to the Automobile Liability Policy  
 Blanket Primary & Non-Contributory Form #74445, Edition 10/99 Applies to the Automobile Liability Policy  
 Blanket Waiver of Subrogation Form #62897, Edition 06/95 Applies to the Automobile Liability Policy  
 Blanket 90-Day Notice of Cancellation Endorsement Form #99307, Edition 09/14 (Early Notice of Cancellation Provided By Us - 90 Days, Except 10 Days For Non-Payment of Premium) Applies to the Automobile Liability Policy

Blanket Waiver of Subrogation Form #WC 000313, Edition 04/84 Applies to the Workers' Compensation Policy  
 Blanket Waiver of Subrogation Form #WC 420304B, Edition 06/14 Applies to the Workers' Compensation Policy For Texas  
 Blanket Notice of Cancellation Endorsement Form #WC 170601J, Edition 08/18 Applies to the Workers' Compensation Policy

The General Liability Policy Includes a Blanket Additional Insured Endorsement to the Certificate Holder Only When There is a Written Contract Between the Named Insured and the Certificate Holder That Requires Such Status

The General Liability Policy Contains a Blanket Endorsement With Primary and Non-Contributory Wording That May Apply Only When There is a Written Contract Between the Named Insured and the Certificate Holder That Requires Such Status

The General Liability Policy Contains a Blanket Waiver of Subrogation Endorsement That May Apply Only When There is a Written Contract Between the Named Insured and the Certificate Holder That Requires Such Status

The General Liability Policy Contains a Blanket Notice of Cancellation Endorsement That May Apply Only When There is a Written Contract Between the Named Insured and the Certificate Holder That Requires Such Status

The Automobile Liability Policy Includes a Blanket Additional Insured Endorsement to the Certificate Holder Only When There is a Written Contract Between the Named Insured and the Certificate Holder That Requires Such Status

The Automobile Liability Policy Contains a Blanket Endorsement With Primary and Non-Contributory Wording That May Apply Only When There is a Written Contract Between the Named Insured and the Certificate Holder That Requires Such Status

The Automobile Liability Policy Contains a Blanket Waiver of Subrogation Endorsement That May Apply Only When There is a Written Contract Between the Named Insured and the Certificate Holder That Requires Such Status

The Automobile Liability Policy Contains a Blanket Notice of Cancellation Endorsement That May Apply Only When There is a Written Contract Between the Named Insured and the Certificate Holder That Requires Such Status

The Workers' Compensation Policy Contains a Blanket Waiver of Subrogation Endorsement That May Apply Only When There is a Written Contract Between the Named Insured and the Certificate Holder That Requires Such Status

The Workers' Compensation Policy Contains a Blanket Notice of Cancellation Endorsement That May Apply Only When There is a Written Contract Between the Named Insured and the Certificate Holder That Requires Such Status

CONTINUED ON PAGE 3



**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Marsh McLennan Agency		NAMED INSURED BLD Services, LLC 2424 Tyler St. Kenner LA 70062
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

CONTINUED FROM PAGES 1 &amp; 2

Includes Contractual Liability

Excluded Officers: Brad Dutruch &amp; Danny Miremont

X, C, U is Not Excluded; Therefore, Included

Includes Hired Auto Physical Damage

Umbrella Policy Follows Form of Underlying Insurance

**BUILDERS RISK CONTINUED FROM ABOVE**

Builders Risk Policy Continued From Above  
Insurer Letter A - XL Specialty Insurance Company  
Policy Term: 6/1/2024 through 6/1/2025  
Policy #: UM00060469MA24A

\$20,000,000 - Maximum Limit of Insurance

\$7,500,000 - Covered Property, Except

\$2,500,000 - As Respects Frame, Brick Veneer &amp; Joisted Masonry Construction

- Sub-Limits -

\$1,000,000 - Named Storm

\$1,000,000 - Temporary Premises

\$250,000 - Transit

- Deductibles -

\$2,500 - Covered Property

3% of Values At Risk At The Time of Loss Subject to \$10,000 Minimum As Respects Named Windstorm in Tier 2 Parishes or Counties. \$500,000 Applies to Tier 1 Parishes and Counties

RE: Project No.: 22-006 P2 - Bay St Louis Citywide Sewer Improvements Project - Bay St Louis, MS.

Certificate Holder Includes: City of Bay St Louis, MS (Owner), Engineer, and all individuals and entities identified in the Supplementary Conditions.