

### NOTICE TO PROCEED

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Owner:	City of Bay St. Louis	Owner's Contract No.:	
Contractor:	Bay Motor Winding, Inc.	Contractor's Project No.:	
Engineer:	Chiniche Engineering & Surveying	Engineer's Project No.:	22-006 Phase 3
Project:	Lift Station Assessments, Rehabilitation and SCADA Installation	Contract Name:	Lift Station Assessments, Rehabilitation and SCADA Installation
		Effective Date of Contract:	September 15, 2025

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### TO CONTRACTOR:

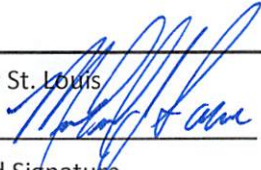
Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on September 15, 2025. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of days to achieve Substantial Completion is 120 calendar days, and the number of days to achieve readiness for final payment is 150 Calendar days.

Before starting any Work at the Site, Contractor must comply with the following: N/A

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Owner: City of Bay St. Louis

  
Authorized Signature

By: Michael Favre

Title: Mayor

Date Issued:

Copy: Engineer

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

This Agreement is by and between City of Bay St. Louis ("Owner") and  
Bay Motor Winding, Inc. ("Contractor").

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

Owner and Contractor hereby agree as follows:

### ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Assessment of lift stations with comprehensive report, motor and pump rehabilitation, and SCADA installation for forty-four (44) lift stations in the Bay St. Louis sewer collection system.

### ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Lift Station Assessments, Rehabilitation and SCADA Installation

### ARTICLE 3—ENGINEER

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

### ARTICLE 4—CONTRACT TIMES

#### 4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

#### 4.02 *Contract Times: Days*

- A. The Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also

## 00900 AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

1. *Substantial Completion:* Contractor shall pay Owner \$500.00 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 \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

### 4.04 *Special Damages*

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

## ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
  - E. In the event the same item appears in both the Base Bid and Alternate Bids, and differing unit prices were submitted, the Contract Price shall be adjusted to reflect the lowest unit price submitted for that item, in accordance with Section 00700 Bid Proposal.

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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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## 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. Addenda (number 1, inclusive).
7. Exhibits to this Agreement (enumerated as follows):
  - a. Exhibit A - City of Bay St. Louis, Mississippi, Contract Supplementary Conditions, ARPA and MCWI Requirements.
  - 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. Contractor's Bid Pages
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:

## 00900 AGREEMENT BETWEEN OWNER AND CONTRACTOR

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.
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.

## 00900 AGREEMENT BETWEEN OWNER AND CONTRACTOR

### 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 9/15/25 (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:

9-4-25  
(date signed)

Name:

Mike Favre

(typed or printed)

Title:

Mayor

(typed or printed)

Attest:

[Signature]  
(individual's signature)

Title:

Michael Reso  
(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

(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:

Bay Motor Winding, Inc.

(typed or printed name of organization)

By:

[Signature]  
(individual's signature)

Date:

08/25/2025

(date signed)

Name:

Kent Larsen

(typed or printed)

Title:

Director of Finance and Administration

(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)

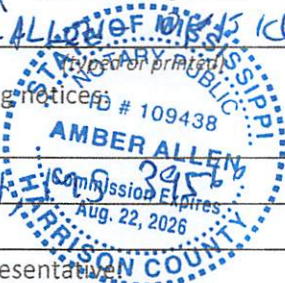
Title:

AMBER ALLEN OF MISSISSIPPI  
(typed or printed)

Address for giving notices:

P.O. Box 411

LONG BEACH, MS 39560



Designated Representative:

Name:

KENT LARSEN

(typed or printed)

Title:

DIR. OF FINANCE AND ADMIN

(typed or printed)

Address:

125 N OCEAN WAVE AVE

LONG BEACH, MS 39560

Phone:

228-863-0677

Email:

kent@baymotorwinding.com

License No.:

(where applicable)

State:

**CERTIFICATE OF CONSENT TO ACTION WITHOUT MEETING OF THE SOLE  
DIRECTOR**

**Certificate of written consent to action without meeting** of directors of Bay Motor Winding, Inc. (the "Corporation" dated this 3rd day of September, 2025).

The Secretary of the Corporation Certifies that the Corporation is a corporation duly organized and operating under the laws of the State of Mississippi.

**IT WAS RESOLVED THAT:**

1. The following individual is appointed and confirmed as signing officer for the Corporation for a term of one year or until replaced and is authorized to manage bank accounts that have been established for the benefit of the Corporation, sign and endorse checks, drafts, and other orders of payment for those bank accounts, and is authorized to sign bills of lading, and other documents, as needed and reasonable, for the normal conduct of the business of the Corporation:

Kent Larsen

2. The following individual is appointed and confirmed as a director of the Corporation for a term of one year or until replaced:

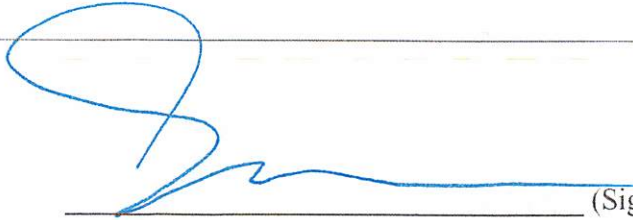
Kent Larsen, Director of Finance and Administration

3. The officers and directors are authorized to enter into the following contract (the "Contract"):

City of Bay St. Louis - Lift Station Assessments, Rehabilitation and SCADA Installation.

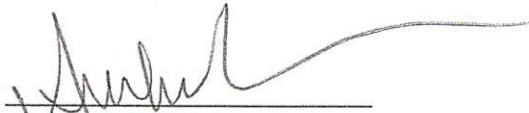
Any one officer or director is authorized to execute the Contract on behalf of the Corporation.

4. Any one director or officer of the Corporation is authorized to sign all documents and perform such acts as may be necessary or desirable to give effect to the above resolutions.
5. The Secretary of the Corporation is directed to update the minute book of the Corporation, as appropriate.

  
\_\_\_\_\_(Signature)

Mary Kay Wicks

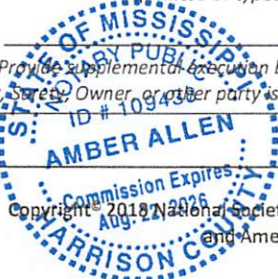
In witness whereof, I have duly executed this Certificate of Corporate Resolution this 3rd  
day of Sept, 2025.

  
\_\_\_\_\_  
Amber Allen, Notary Public



## PERFORMANCE BOND

<b>Contractor</b> Name: <u>Bay Motor Winding, Inc.</u> Address (principal place of business): <u>125 N. Ocean Wave Ave.</u> <u>Long Beach, MS 39560</u>	<b>Surety</b> <u>Travelers Casualty and Surety Company of America</u> Name: <u>Travelers Casualty and Surety Company of America</u> Address (principal place of business): <u>One Tower Square.</u> <u>Hartford, CT 06183</u>
<b>Owner</b> Name: <u>City of Bay St. Louis</u> Mailing address (principal place of business): <u>688 Highway 90</u> <u>Bay St. Louis, MS 39520</u>	<b>Contract</b> Description (name and location): <u>Lift Station Assessments, Rehabilitation and SCADA Installation</u> <u>Bay St. Louis, MS 39520</u> Contract Price: <u>\$752,100.00</u> Effective Date of Contract: <u>9/15/2025</u>
<b>Bond # 108258295</b> Bond Amount: <u>\$752,100.00</u> Date of Bond: <u>9/15/2025</u> <small>(Date of Bond cannot be earlier than Effective Date of Contract)</small> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Contractor as Principal</b> <u>BAY MOTOR WINDING, INC.</u> <small>(Full formal name of Contractor)</small> By: <u>[Signature]</u> <small>(Signature)</small> Name: <u>KENT LARSON</u> <small>(Printed or typed)</small> Title: <u>DIRECTOR OF FINANCE</u> Attest: <u>[Signature]</u> <small>(Signature)</small> Name: <u>Amber Allen</u> <small>(Printed or typed)</small> Title: _____	<b>Surety</b> <u>Travelers Casualty and Surety Company of America</u> <small>(Full formal name of Surety) (corporate seal)</small> By: <u>Robert D. Portwood III</u> <small>(Signature)(Attach Power of Attorney)</small> Name: <u>Robert D. Portwood III</u> <small>(Printed or typed)</small> Title: <u>Power of Attorney</u> Attest: <u>[Signature]</u> <small>(Signature)</small> Name: <u>Lauren K. Agnew</u> <small>(Printed or typed)</small> Title: <u>Insurance Broker Associate</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	



EJCDC® C-610, Performance Bond.

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## 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: <u>Bay Motor Winding, Inc.</u> Address (principal place of business): <u>125 N. Ocean Wave Ave.</u> <u>Long Beach, MS 39560</u>	<b>Surety</b> <u>Travelers Casualty and Surety</u> Name: <u>Company of America</u> Address (principal place of business): <u>One Tower Square.</u> <u>Hartford, CT 06183</u>
<b>Owner</b> Name: <u>City of Bay St. Louis</u> Mailing address (principal place of business): <u>688 Hwy 90</u> <u>Bay St. Louis, MS 39520</u>	<b>Contract</b> Description (name and location): <u>Lift Station Assessments, Rehabilitation</u> <u>and SCADA Installation</u> <u>Bay St. Louis, MS 39520</u> Contract Price: <u>\$752,100.00</u> Effective Date of Contract: <u>9/15/2025</u>
<b>Bond # 108258295</b> Bond Amount: <u>\$752,100.00</u> Date of Bond: <u>9/15/2025</u> <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Contractor as Principal</b> <u>BAY MOTOR WINDING, INC.</u> <i>(Full formal name of Contractor)</i> By: <u>[Signature]</u> <i>(Signature)</i> Name: <u>KENT LARSEN</u> <i>(Printed or typed)</i> Title: <u>DIRECTOR OF FINANCE</u> Attest: <u>[Signature]</u> <i>(Signature)</i> Name: <u>Amber Allen</u> <i>(Printed or typed)</i> Title: _____	<b>Surety</b> <u>Travelers Casualty and Surety</u> <u>Company of America</u> <i>(Full formal name of Surety) (corporate seal)</i> By: <u>[Signature]</u> <i>(Signature)(Attach Power of Attorney)</i> Name: <u>Robert D. Portwood III</u> <i>(Printed or typed)</i> Title: <u>Power of Attorney</u> Attest: <u>[Signature]</u> <i>(Signature)</i> Name: <u>Lauren K. Agnew</u> <i>(Printed or typed)</i> Title: <u>Insurance Broker Associate</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	



EJCDC® C-615, Payment Bond.

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**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **ROBERT D PORTWOOD III** of **RIDGELAND**, Mississippi, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

By:

*Robert L. Raney*

Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



*Anna P. Nowik*

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **15** day of **September**, 2025.



*Kevin E. Hughes*

Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

## 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.

**CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR THE**

**LIFT STATION ASSESSMENTS, REHABILITATION AND SCADA  
INSTALLATION**

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**DIVISION 10**

10500	LIFT STATION ASSESSMENTS, SCADA & REHABILITATION OF MOTOR AND PUMPS
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Plan holders please acknowledge the receipt of **Addendum 1** for:

Lift Station Assessments, Rehabilitation and SCADA Installation

dated July 30, 2025, and issued by Chiniche Engineering and Surveying, by signing below and returning document via email to the Project Engineer at Nancyh@chiniche.com.

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

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



July 30, 2025

To All Plan Holders:

RE: Lift Station Assessments, Rehabilitation and SCADA Installation

Addendum Number 1

Addendum 1:

Listed below are clarifications and changes to the Contract Documents:

**CONTRACTOR QUESTIONS:**

1. Q: Would you accept Mission SCADA as an approved alternate to the specified E/One Sentry Unit? I am not sure if the City elected to go the route of E/One, or if they would consider alternates.

A: The basis of the design is the E/One Sentry Unit. Any alternatives will be determined during the submittal review process.

2. Q: Regarding Specification Section 10500 F. Scope of Work for Rehabilitation of ABB Submersible Motors with WEMCO Pumps. It states that if the motor fails all field tests, for us to price out per line item per HP the price to disassemble, inspect and recondition windings, rewind, if necessary, replace all seals, bearings, O-Rings, and 75' Power and Control Cords. My question is this, we won't know the root cause of failure until an evaluation is performed. When I price this out to contractors, do I just need to assume that it's the worst case and that all work listed above must be completed? For example, if I price out a rewind, but the motor doesn't require it that is a cost difference.

A: See updated specifications: 10500 Lift Station Assessments, SCADA & Rehabilitation of Motor and Pumps - Addendum 1 and 00700 Bid Proposal - Addendum 1.

3. Q: On page 010500-4, item D1-b, the bid specs state "The contractor, utilizing vacuum trucks, shall pressure wash and completely clean all surfaces and piping in each lift station." Does this include the vault and wet well?

A: Yes

4. Q: I am writing to request the budget / engineer's estimate on the above referenced project.

A. Approximately \$950,000

5. Q: Will there be a site visit for the project?

A: No, coordinate any site visits with the City of Bay St. Louis.



6. Q: Some of these stations have lifting chains and some do not. Should we consider changing all lifting chains in all stations?

A: See updated specification: 10500 Lift Station Assessments, SCADA & Rehabilitation of Motor and Pumps - Addendum 1 and 00700 Bid Proposal - Addendum 1.

Sincerely,

*Nancy Hoelzel*

Nancy Hoelzel, PM

**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**

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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: LNJ Services, Inc. MBE/DBE: No

Company Address: 10550 Reichold Rd., Gulfport, MS 39503

Company Contact Person: Lamont Ladner, 228-896-6348

Proposed Scope of Work: Lift Station Cleaning

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 P3 Lift Station Assessments

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 25, August, 2025.

CONTRACTOR NAME HERE

BY: Bay Motor Winding, Inc.

{typed name}

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

ATTEST: 

My Commission Expires: Aug 22, 2026  
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 P3

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 COUNNTY, 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.

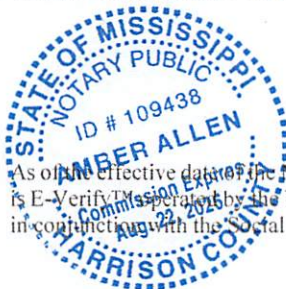
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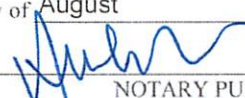
EEV\* Company Identification Number [Required]

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  Kent Larsen _____ Printed Name of Authorized Officer or Agent	08/25/2025 _____ Date  Director of Finance and Administration _____ Title
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SWORN TO AND SUBSCRIBED before me on this the 25 day of August, 20 25.



  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: Aug 22, 2026

\* 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**

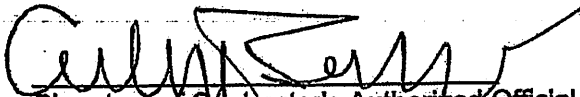
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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, Bay Motor Winding, Inc., 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

Edward Benvenuti, President  
Name and Title of Contractor's Authorized Official

8/1/25  
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. 7401–7671g.) 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. 7401–7671g) 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 WCWI Requirements" as attached hereto as Exhibit A and fully incorporated herein.

**CONTRACTOR**

By:



(Original Signature of Principal or General Agent)  
Kent Larsen, Director of Finance and Administration

NAME/TITLE

COMPANY:

Bay Motor Winding, Inc.

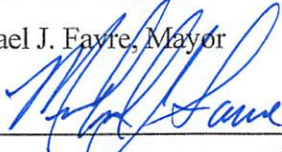
DATE:

08/25/2025

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

By:

Michael J. Fayre, Mayor



SIGNATURE:

DATE:

9-4-25

**00700 BID PROPOSAL Addendum 1****BID SCHEDULE**

TO: The City of Bay St. Louis  
Owner

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

**BID - LIFT STATION ASSESSMENTS, REHABILITATION AND SCADA INSTALLATION**

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
01500-A	Mobilization	LS	1	\$ 20,000.00	\$20,000.00
01510-A	Maintenance of Traffic	LS	1	\$ 10,000.00	\$10,000.00
10500-A	Lift Station Assessment Report	LS	1	\$ 10,000.00	\$10,000.00
10500-B LS1	Lift Station Assessment Central Ave & Bay Oaks Dr	EA	1	\$13,000.00	\$ 13,000.00
10500-B LS2	Lift Station Assessment S Beach Blvd	EA	1	\$10,500.00	\$ 10,500.00
10500-B LS3	Lift Station Assessment S Beach Blvd & Bookter St	EA	1	\$9,500.00	\$ 9,500.00
10500-B LS4	Lift Station Assessment N Beach Blvd	EA	1	\$9,500.00	\$9,500.00
10500-B LS5	Lift Station Assessment N Beach Blvd & N 2nd St	EA	1	\$ 10,500.00	\$10,500.00
10500-B LS6	Lift Station Assessment N Beach Blvd & Julia St	EA	1	\$10,500.00	\$10,500.00
10500-B LS7	Lift Station Assessment 1350 N Beach Blvd	EA	1	\$ 9,500.00	\$ 9,500.00
10500-B LS8	Lift Station Assessment Dunbar Ave	EA	1	\$10,000.00	\$10,000.00
10500-B LS9	Lift Station Assessment Felicity St & Jackson Blvd	EA	1	\$10,000.00	\$10,000.00
10500-B LS10	Lift Station Assessment 725 Dunbar Ave	EA	1	\$9,700.00	\$ 9,700.00
10500-B LS11	Lift Station Assessment Ruella St	EA	1	\$9,700.00	\$ 9,700.00
10500-B LS12	Lift Station Assessment Carroll Ae (Domino's)	EA	1	\$ 6,000.00	\$6,000.00
10500-B LS13	Lift Station Assessment Hwy 90 Service Rd (Popeye's)	EA	1	\$6,000.00	\$ 6,000.00
10500-B LS14	Lift Station Assessment Dementluzin Ave (Pizza Hut)	EA	1	\$6,000.00	\$6,000.00
10500-B LS15	Lift Station Assessment Main St	EA	1	\$10,000.00	\$ 10,000.00
10500-B LS16	Lift Station Assessment Easterbrook St	EA	1	\$9,500.00	\$9,500.00

# 00700 BID PROPOSAL Addendum 1

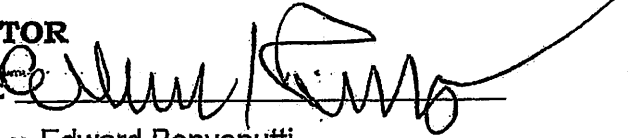
10500-B LS17	Lift Station Assessment Easterbrook St	EA	1	\$ 9,500.00	\$ 9,500.00
10500-B LS18	Lift Station Assessment Easterbrook St	EA	1	\$ 10,000.00	\$ 10,000.00
10500-B LS19	Lift Station Assessment Bookter St	EA	1	\$ 9,500.00	\$9,500.00
10500-B LS20	Lift Station Assessment Washington St	EA	1	\$ 10,000.00	\$10,000.00
10500-B LS21	Lift Station Assessment Spanish Acres Dr	EA	1	\$ 10,000.00	\$10,000.00
10500-B LS22	Lift Station Assessment Spanish Acres Dr	EA	1	\$ 9,500.00	\$9,500.00
10500-B LS23	Lift Station Assessment Old Spanish Trail	EA	1	\$9,500.00	\$ 9,500.00
10500-B LS24	Lift Station Assessment Seube St (at Bismark St)	EA	1	\$9,500.00	\$ 9,500.00
10500-B LS25	Lift Station Assessment Turner St	EA	1	\$9,500.00	\$9,500.00
10500-B LS26	Lift Station Assessment Turner St	EA	1	\$9,500.00	\$ 9,500.00
10500-B LS27	Lift Station Assessment Pontiac Dr	EA	1	\$9,500.00	\$9,500.00
10500-B LS28	Lift Station Assessment Hwy 90 (Bailey's Lumber)	EA	1	\$ 9,500.00	\$ 9,500.00
10500-B LS29	Lift Station Assessment Hwy 90 (County Complex)	EA	1	\$ 9,500.00	\$9,500.00
10500-B LS30	Lift Station Assessment Drinkwater Rd & Green Meadow Rd	EA	1	\$ 9,500.00	\$ 9,500.00
10500-B LS31	Lift Station Assessment Blue Meadow Rd	EA	1	\$ 9,700.00	\$ 9,700.00
10500-B LS32	Lift Station Assessment Engman Ave & Hollywood Blvd	EA	1	\$ 9,500.00	\$ 9,500.00
10500-B LS33	Lift Station Assessment Engman Ave	EA	1	\$9,500.00	\$ 9,500.00
10500-B LS34	Lift Station Assessment Pogo Rd	EA	1	\$ 9,500.00	\$ 9,500.00
10500-B LS35	Lift Station Assessment N Beach Blvd	EA	1	\$ 9,500.00	\$9,500.00
10500-B LS36	Lift Station Assessment Sports Complex	EA	1	\$ 9,500.00	\$9,500.00
10500-B LS37	Lift Station Assessment Union St	EA	1	\$ 9,500.00	\$9,500.00
10500-B LS38	Lift Station Assessment Scianna Ln	EA	1	\$ 9,500.00	\$9,500.00
10500-B LS39	Lift Station Assessment St. Charles St	EA	1	\$ 9,500.00	\$ 9,500.00
10500-B LS40	Lift Station Assessment Dunbar Ave & Carroll Ave	EA	1	\$ 9,500.00	\$ 9,500.00
10500-B LS41	Lift Station Assessment John Baptiste St	EA	1	\$ 9,500.00	\$ 9,500.00
10500-B LS42	Lift Station Assessment Union St	EA	1	\$ 9,500.00	\$ 9,500.00
10500-B LS43	Lift Station Assessment Hollywood Blvd	EA	1	\$ 11,500.00	\$11,500.00

# 00700 BID PROPOSAL Addendum 1

10500-B LS44	Lift Station Assessment Harbor	EA	1	\$ 9,000.00	\$ 9,000.00
10500-C	Installation of E/One Sentry Advisor Standalone Unit	EA	44	\$2,500.00	\$ 110,000.00
10500-D	Rehabilitation with rewinding of 3-HP with 180TY frame	EA	2	\$2,100.00	\$ 4,200.00
10500-E	Rehabilitation with rewinding of 5-HP with 180TY frame	EA	4	\$2,100.00	\$ 8,400.00
10500-F	Rehabilitation with rewinding of 7.5-HP with 210TY frame	EA	2	\$ 2,500.00	\$ 5,000.00
10500-G	Rehabilitation with rewinding of 10-HP with 210TY frame	EA	2	\$ 3,000.00	\$ 6,000.00
10500-H	Rehabilitation with rewinding of 15-HP with 210TY frame	EA	2	\$3,500.00	\$ 7,000.00
10500-I	Rehabilitation with rewinding of 20-HP with 210TY frame	EA	4	\$3,500.00	\$ 14,000.00
10500-J	Rehabilitation without rewinding of 3-HP with 180TY frame	EA	4	\$1,800.00	\$ 7,200.00
10500-K	Rehabilitation without rewinding of 5-HP with 180TY frame	EA	8	\$ 1,800.00	\$ 14,400.00
10500-L	Rehabilitation without rewinding of 7.5-HP with 210TY frame	EA	5	\$ 2,000.00	\$10,000.00
10500-M	Rehabilitation without rewinding of 10-HP with 210TY frame	EA	5	\$ 2,200.00	\$11,000.00
10500-N	Rehabilitation without rewinding of 15-HP with 210TY frame	EA	4	\$ 2,200.00	\$ 8,800.00
10500-O	Rehabilitation without rewinding of 20-HP with 210TY frame	EA	8	\$ 2,500.00	\$20,000.00
10500-P	Provide and install impeller for 4" Wemco Pump	EA	10	\$ 750.00	\$ 7,500.00
10500-Q	Provide and install pump bowl for 4" Wemco Pump	EA	10	\$ 2,410.00	\$ 24,100.00
10500-R	Provide and install seal plates with 180TY frame	EA	8	\$ 1,425.00	\$ 11,400.00
10500-S	Provide and install seal plates with 210TY frame	EA	8	\$ 1,575.00	\$ 12,600.00
10500-T	Provide and install stainless steel lift chains	EA	22	\$ 375.00	\$ 8,250.00
10500-U	Provide machine work, per hour	HR	30	\$ 105.00	\$ 3,150.00
<b>TOTAL BID \$</b>					<b>752,100.00</b>

**00700 BID PROPOSAL Addendum 1**

**CONTRACTOR**

Signature: 

Print Name: Edward Benvenuti

Title: President

Address: 125 N Ocean Wave Ave.

Long Beach, MS 39560

**\*Documentation requested below is  
required for submission of bid.**

1. Provide E-Verification number  
640674340
2. Provide UEI Number and  
status WMEPMFM9JH5K5

**CERTIFICATE OF  
RESPONSIBILITY NUMBER:**

19431-MC

**END OF SECTION**