



## LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS IMPROVEMENTS BOARD

September 30, 2024

Honorable Michael J. Favre, Mayor  
City of Bay St. Louis  
688 Highway 90  
Bay St. Louis, MS 39520

Re: DWSIRLF Loan Offer  
New Elevated Water Tank and Distribution Improvements  
City of Bay St. Louis; Hancock County; PWS ID – MS0230001  
DWI-L230001-02-0  
CFDA # 66.468

Dear Mayor Favre:

I am pleased to offer the enclosed Drinking Water Systems Improvements Revolving Loan Fund (DWSIRLF) Loan in the amount of **\$5,429,250** to the **City of Bay St Louis** for construction of your drinking water facilities improvements. Principal forgiveness in the amount of **\$500,000** has been awarded to this Loan award funded through the federally appropriated funds.

Please carefully review the loan agreement and the DWSIRLF Regulations enclosed. Of particular importance is Article 10.01(1) of the loan agreement, which is the schedule of actions you must take on this project. Compliance with this schedule is extremely important in order to avoid default of your loan agreement and subsequent loss of DWSIRLF loan funding for this project. Also, in accordance with Article 7.04 of the loan agreement, please be aware that this award is based upon anticipated federal, state match, and other funds being made available to the Mississippi State Department of Health (MSDH) and the Local Governments and Rural Water Systems Improvements Board (Board). Although at this time we expect to receive these funds as projected, the MSDH and the Board reserve the right to implement the actions outlined in Article 7.04 should these funds be delayed or otherwise become unavailable.

Please digitally sign the attached agreement, and after signing, keep a copy with your official project files. The loan agreement must be signed by **December 15, 2024**. If an extension is needed, a written request with a detailed justification must be submitted to the above address by this date. If the signed agreement or request for extension is not completed by the specified date, this loan

offer becomes void.

Also enclosed is a partially completed Payment Request No. 1 for the first half of your Allowance for Planning and Design. To expedite the payment process, you must IMMEDIATELY follow the enclosed instructions to establish your PayMode account, unless you are exempt from this Department of Finance and Administration (DFA) requirement or if you have been granted a waiver.

Following the successful PayMode account establishment, you will receive a confirmation notice. Please send a copy of this confirmation notice to Jonathan.Diaz@msdh.ms.gov. Payment Requests should be submitted to your DWSRF Project Manager, Anna Yamat, for payment processing. Without the PayMode confirmation notice or verification of your waiver or exemption, Payment Requests cannot be processed!!

If you wish, Drinking Water State Revolving Fund (DWSRF) Staff will hold a Project Management Conference at your offices in which administrative and technical guidance will be provided to assist you in the management of your project. Please contact **Anna Yamat**, Project Manager, at 601/576-7536, if you wish to schedule a Project Management Conference or if you otherwise need assistance.

Sincerely,



Lester C. Herrington, Jr., P.E., BCEE, CPM  
Chairman  
Local Governments and Rural Water  
Systems Improvements Board

LCH:jd

Enclosures

cc: Jason Chiniche, P.E., Chiniche Engineering & Surveying, Inc. (w/enclosures)  
Rohana (Anna) Yamat, E.I.  
Jonathan Diaz  
Final Closeout File

**DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND  
LOAN AGREEMENT**

THIS AGREEMENT is executed by the STATE OF MISSISSIPPI LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS IMPROVEMENTS BOARD (Board) acting through the MISSISSIPPI STATE DEPARTMENT OF HEALTH (Department) and the CITY OF BAY ST LOUIS, existing as an eligible Loan Recipient (Loan Recipient) under the laws of the State of Mississippi.

**WITNESSETH:**

WHEREAS, pursuant to Sections 41-3-16, et seq. Mississippi Code Annotated (1972), the Department is authorized to make loans to certain eligible loan recipients to finance the construction of eligible water systems improvements; and

WHEREAS, the Loan Recipient has made application for the financing of the Project, and the Department has determined that such Project meets all requirements for a loan;

NOW, THEREFORE, in consideration of the Department loaning money to the Loan Recipient, in the principal amount and the covenants hereinafter set forth, it is agreed as follows:

**ARTICLE I - DEFINITIONS**

1.01. WORDS AND TERMS. Words and terms used herein shall have the meanings set forth in the Drinking Water Systems Improvements Revolving Loan Fund (DWSIRLF) Regulations and as set forth below:

- (1) "Agreement" or "Loan Agreement" shall mean this Agreement, as amended.
- (2) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement.
- (3) "Loan Repayment" shall mean the monthly payment due from the Loan Recipient to the Department, comprised of principal and interest.
- (4) "Project" shall mean facilities funded under this Agreement as described in Article IX.
- (5) "Revenues" shall mean all income or earnings received by the Loan Recipient from the ownership or operation of its facilities, including investment income, all as calculated in accordance with generally accepted accounting principles as prescribed by the State Auditor. Revenues shall not include proceeds from the sale or other disposition of any part of the facilities, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the facilities.

- (6) "DWSIRLF Regulations" shall mean the Drinking Water Systems Improvements Revolving Loan Fund Program Regulations, in effect as of the date of the original loan award which is September 30, 2024.
- (7) "Principal Forgiveness" shall mean that component of the loan principal which is provided by the FY2024 federal capitalization grant funds, and which in accordance with 42 U.S.C.300j-12 and the FY2024 Consolidated Appropriations Act is being forgiven as part of this loan agreement and thus does not require repayment.

1.02. CORRELATIVE WORDS. Words of the masculine gender shall be understood to include correlative words of the feminine gender. Unless the context shall otherwise indicate, the singular shall include the plural, and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

## **ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS**

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS. The Loan Recipient warrants, represents and covenants that:

- (1) The Loan Recipient has full power and authority to enter into this Agreement and to comply with the provisions hereof.
- (2) The Loan Recipient is not subject to bankruptcy, insolvency, or reorganization and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would restrain or enjoin it from entering into, or complying with, this Agreement.
- (3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body pending which seeks to restrain or enjoin the Loan Recipient from entering into or complying with this Agreement.
- (4) All permits and approvals required as of the date of this Agreement have been obtained for construction, operation and maintenance of the Project. The Loan Recipient knows of no reason why any future required permits or approvals for the Project cannot be obtained within the time frames required by this Agreement.
- (5) The Loan Recipient shall undertake the Project on its own responsibility, and, to the extent permitted by law, shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the planning, design, construction, operation, maintenance, replacement, performance, or fiscal integrity of the Project. The Loan Recipient is responsible for the proper planning, design, construction, operation, maintenance, replacement, performance, and fiscal integrity of the Project. The Department's approval of any document does not relieve the Loan Recipient or any others of any liabilities or responsibilities.

Such approval of any document is for loan eligibility or allowability purposes only and does not establish or convey any such liability or responsibility.

- (6) The Loan Recipient has, or will have prior to advertisement of the Project for bids, a procurement protest procedure in accordance with Appendix L of the DWSIRLF Regulations for dealing with third parties and shall independently resolve any bid protest or other dispute between the Loan Recipient and a third party.
- (7) The financial information delivered by the Loan Recipient to the Department is current and correct. The Loan Recipient shall provide the Department with additional financial information via the audits required by Section 49-17-87 of the Mississippi Code and other notification of changing conditions relating to the Loan Recipient's ability to repay this Loan.
- (8) The Loan Recipient covenants that this Agreement is entered into for the purpose of borrowing moneys to plan, design, acquire property interests, repair and/or construct, and place in operation the Project which will in all events serve a public purpose. The Loan Recipient covenants that it will, under all conditions, complete and place the Project in operation to the end that the public need will be met.

**2.02. COMPLIANCE WITH STATE STATUTES AND REGULATIONS.** The Loan Recipient agrees to comply with all applicable state statutes and regulations including, but not limited to, the DWSIRLF Regulations. The DWSIRLF Regulations are attached hereto and made a part hereof for all purposes.

**2.03. PROHIBITION AGAINST ENCUMBRANCES.** The Loan Recipient is prohibited from selling, leasing or disposing of any part of the Project which would materially reduce its operational integrity unless the written consent of the Department is first secured. The Loan Recipient is also prohibited from selling, leasing or transferring ownership of all or a substantial portion of the Project to another entity unless the written consent of the Department is first secured.

**2.04. LOCAL FUNDS.** In addition to the proceeds of this Loan, the Loan Recipient covenants that it has obtained or will obtain within 90 days after approval of the plans, specifications, and contract documents, sufficient moneys from other sources, if required to complete and place the Project in operation on, or prior to, the completion date specified in this Agreement. Failure of the Department to award additional loan funds shall not constitute a waiver of the Loan Recipient's covenants to complete and place the Project in operation.

### **ARTICLE III - OPERATION AND FISCAL INTEGRITY OF THE SYSTEM**

**3.01. OPERATION AND MAINTENANCE OF THE PROJECT.** The Loan Recipient shall operate and maintain the Project in a proper, sound and economical manner, shall promptly make all necessary repairs and replacements.

**3.02. ADDITIONS AND MODIFICATIONS.** The Loan Recipient may make any additions, modifications or improvements to the Project which it deems desirable, and which do not

materially reduce the operational integrity of any part of the Project. All such additions, modifications, or improvements must be approved by the Department and, if approved, shall become part of the Project.

3.03. COLLECTION OF REVENUES. The Loan Recipient shall use its best efforts to collect all rates, fees and other charges due to it. The Loan Recipient shall establish liens on premises served by the Project for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Loan Recipient shall, to the full extent permitted by law, cause to discontinue the services of the Project and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Project rates, fees and other charges. The Loan Recipient shall comply and require compliance with its approved User Charge System and Ordinance during the life of the Project.

3.04. LOAN RECIPIENT ACCOUNTING AND AUDITING PROCEDURES. The Loan Recipient shall maintain Project accounts in accordance with generally accepted accounting principles as prescribed by the State Auditor.

#### **ARTICLE IV - DEFAULTS AND REMEDIES**

4.01. EVENTS OF DEFAULT. Each of the following events is hereby declared an event of default:

- (1) Failure of the Loan Recipient to make any loan repayment when it is due and such failure shall continue for a period of thirty (30) days.
- (2) Failure to comply with the provisions of this Agreement or in the performance or observance of any of the covenants or actions required by this Agreement.
- (3) Any warranty, representation or other statement by, or on behalf of, the Loan Recipient contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading in any material respect.
- (4) An order or decree entered, with the acquiescence of the Loan Recipient, appointing a receiver of any part of the Project or Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Loan Recipient, shall not be vacated or discharged or stayed on appeal within sixty (60) days after the entry thereof.
- (5) Any proceeding instituted, with the acquiescence of the Loan Recipient, for the purpose of effecting a compromise between the Loan Recipient and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Revenues of the Project.

- (6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Loan Recipient under federal or state bankruptcy or insolvency laws now or hereafter in effect and, if instituted against the Loan Recipient, is not dismissed within sixty (60) days after filing.
- (7) Failure to give timely notice of default as required below when such failure shall continue for a period of thirty (30) days.

4.02. NOTICE OF DEFAULT. The Loan Recipient shall give the Department immediate written notice of an event of default.

4.03. REMEDIES. Upon any event of default and subject to the rights of bondholders with prior liens, the Department may enforce its rights by utilizing one or more of the following remedies:

- (1) By mandamus or other proceeding at law or in equity, cause to establish and collect fees and charges for use of the Project and to require the Loan Recipient to fulfill this Agreement.
- (2) By action or suit in equity, require the Loan Recipient to account for all moneys received from the Department or from the ownership of the Project and to account for the receipt, use, application or disposition of the Revenues.
- (3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.
- (4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Project, establish and collect fees and charges, and apply the Revenues to the reduction of the obligations under this Agreement.
- (5) By certifying to the Tax Commissioner delinquency on loan repayments, the Department may intercept the delinquent amount, plus ten (10) percent annual penalty interest on the amount due to the Department, from any unobligated funds due to the Loan Recipient under any revenue or tax sharing fund established by the State. Penalty interest shall accrue on any amount due and payable beginning on the thirtieth (30th) day following the date upon which payment is due. The penalty interest shall be compounded monthly.
- (6) By notifying financial market credit rating agencies.
- (7) By administratively charging or suing for payment of amounts due, or becoming due, plus ten (10) percent annual penalty interest which shall accrue on any amount due and payable beginning on the thirtieth (30th) day after such notification by the Department, together with all costs of collection, including attorneys' fees. The penalty interest shall be compounded monthly.



- (8) By accelerating the repayment schedule or increasing the interest rate in accordance with the DWSIRLF Regulations.
- (9) By withholding payments to the Loan Recipient.
- (10) By terminating the Agreement, after providing thirty (30) days written notice of such intent to terminate the Agreement. Such termination will not affect the duty of the Loan Recipient to repay loan funds paid thus far.

4.04. DELAY AND WAIVER. No delay or omission to exercise any right or power accruing upon event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement or shall impair consequent rights or remedies.

## ARTICLE V - GENERAL PROVISIONS

5.01. DISCHARGE OF OBLIGATIONS. All loan repayments required to be made under this Agreement shall be cumulative. Any deficiencies in any month shall be added to the repayment due in the succeeding month and all months thereafter until fully repaid. Repayments shall continue to be secured by this Agreement until all of the repayments required shall be fully repaid to the Local Governments and Rural Water Systems Improvements Revolving Loan Fund. If, at any time, the Loan Recipient shall have repaid the Loan and interest required, the pledge of, and lien on, the Revenues to the Local Governments and Rural Water Systems Improvements Revolving Loan Fund shall be no longer in effect.

5.02. PROJECT RECORD AND STATEMENT. Books, records, reports, design documents, contract documents, and papers related to the Project shall be available to the authorized representatives of the Department and the U.S. Environmental Protection Agency for inspection at any reasonable time after the Loan Recipient has executed an Agreement and before one year has elapsed after the Loan Recipient repays the loan in full. If litigation, a claim, an appeal, or an audit is begun before the end of the one year period, all records must be kept for one year after the litigation, appeal, claim, or audit is complete or resolved.

5.03. ASSIGNMENT OF RIGHTS UNDER AGREEMENT. The Department may assign any part of its rights under this Agreement without the consent of the Loan Recipient. The Loan Recipient shall not assign rights created by this Agreement without the consent of the Department.

5.04. AMENDMENT OF AGREEMENT. Modification, changes or amendments to this Agreement may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this Agreement shall be (1) in writing and signed by both parties, and (2) consistent with applicable statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency.



5.05. SEVERABILITY CLAUSE. If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

5.06. CONFLICTS CLAUSE. In the event that any provision of this Agreement conflicts with the DWSIRLF Regulations, the Regulations will govern unless this Agreement specifically provides otherwise.

5.07. EXECUTION OF AGREEMENT. This Agreement becomes effective upon execution by the Board and the Loan Recipient. This Agreement will not be altered by the Loan Recipient after execution by the Board.

5.08. BONDS AND INSURANCE REQUIRED. The Loan Recipient shall require contractors to provide performance and payment bonds for the full amount of the contracts. Insurance against all risks during the period of construction shall be provided. Builder's risk or similar types of insurance in the amount of the full replacement cost of the Project shall be provided to the extent that such insurance is obtainable from time to time against any one or more of such risks.

The Loan Recipient shall cause insurance to be obtained and maintained against such risks as is customary during construction. Insurance requirements include workers' compensation, comprehensive general liability, contractors' indemnification obligations, vehicle liability, flood and property insurance. The Department reserves the right to require business interruption insurance when the Project includes revenue producing facilities and when such revenue produced therefrom is to be used for repayment of the loan. Any such requirement shall be included in the Project Specific Loan Conditions. The proceeds of insurance policies received as a result of damage to, or destruction of, facilities or structures shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Loan Recipient shall provide such restoration or replacement of the damaged portions of the facilities. Such restoration or replacement shall be promptly completed.

The Loan Recipient shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, to be insured by an insurance company or companies licensed to do business in the State of Mississippi against such risks as are customary in connection with the operation of facilities of like size, type and location in customary amounts to the extent such insurance is obtainable from time to time against any one or more of such risks. Such insurance shall be maintained at least until such time as the loan amount has been completely repaid.

## **ARTICLE VI - SAFE DRINKING WATER ACT AND OTHER FEDERAL REQUIREMENTS**

6.01. SAFE DRINKING WATER ACT. The Loan Recipient shall comply with all provisions of the Safe Drinking Water Act and regulations thereunder.

6.02. CROSS-CUTTING FEDERAL LAWS AND AUTHORITIES. The Loan Recipient shall comply with the cross-cutting Federal Laws and Authorities as required by the DWSIRLF Regulations, Appendix H.

6.03. SINGLE AUDIT ACT. The Loan Recipient shall comply with all provisions of the Single Audit Act Amendments of 1996 and regulations thereunder. When required by the Act, the Loan Recipient must submit the required copies of its Single Audit to the Department and to the designated Federal Clearinghouse, within the time frames allowed in the Act.

6.04. ADDITIONAL CAPITALIZATION GRANT APPROPRIATION PROVISIONS. Due to legislation that provided the federal appropriation, additional provisions are required of the loan recipient. All funds received for the project cited in this loan agreement are subject to the additional provisions outlined in the attached Exhibit 1, which is considered part of this document.

6.05. BUILD AMERICA BUY AMERICA ACT. By signing this agreement, the Loan Recipient comply with the following:

(1) All federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"), Public Law No. 117-58) which the Participant understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the Participant has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project;

(2) All record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of the maturity of the Bonds, termination and/or repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.

6.06. DEBARMENT, SUSPENSION, AND VIOLATING FACILITIES. By signing this agreement, Loan Recipient certifies to the best of its knowledge and belief that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;

(2) 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (b) of this certification; and

(4) 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.

Furthermore, Loan Recipient shall fully comply with Subpart C of 2 Code of Federal Regulations (CFR) Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment. Recipient may access the Excluded Parties List System at [www.epls.gov](http://www.epls.gov). This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

If it has been determined that the Loan Recipient has been debarred, suspended, proposed for debarment, declared ineligible, or excluded from covered transactions, it may have this proposal rejected or the loan award terminated. Additionally, under Section 97-7-10, Mississippi Code of 1972, as amended, the loan recipient may be fined up to \$10,000 or imprisoned for up to 5 years, or both.

6.07. ENHANCING PUBLIC AWARENESS OF SRF ASSISTANCE AGREEMENTS. The Environmental Protection Agency (EPA) implemented an agency-wide initiative to enhance public awareness of assistance provided by EPA funding programs nationwide to communicate the positive impact and benefits of EPA funding and increase awareness surrounding improvements communities receive because of such assistance. The Loan Recipient agrees to implement this policy via any of the following acceptable options:

- (1) Standard signage
- (2) Posters of wall signage in a public building of location
- (3) Newspaper or periodical advertisement for project construction, groundbreaking ceremony, or operation of the new or improved facility
- (4) Online signage placed on community website or social media outlet

(5) Press release

6.08. PROHIBITION ON CETRAIN TELECOMMUNICATION AND SERVEILLANCE SERVICES OR EQUIPMENT. Pursuant to 2 CRR 200.216 section 889 of Public Law 115-232, there is a prohibition to use Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any system, or critical technology as part of any system. As described in section 889 of Public Law 115-232, covered telecommunications equipment or services includes:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

6.09. RE-STATEMENT OF THE FEDERAL FLOOD RISK MANAGEMENT STANDARD. The Loan Recipient understands and agrees that the project funded will comply with Executive Order (EO) 14030 which reinstates EO 13690 and further amends the original floodplain standard established in 1977 by EO 11988, and was revoked by EO 13807 in August 2017.

## ARTICLE VII - DETAILS OF FINANCING

7.01. AMOUNT OF LOAN. The amount of the Loan authorized is \$5,429,250.

7.02. SOURCE OF FUNDS. The Loan Recipient understands and agrees that the source(s) of funds for this Loan may be through EPA Regular Capitalization Grant monies, state funds, or a combination of these sources. This project is funded in the amount of \$5,429,250. Principal forgiveness has been awarded to a portion of this loan award due to the federal appropriation in the amount of \$500,000.

7.03. PROJECT BUDGET. The Loan Recipient agrees to the following project budget. Payments to the Loan Recipient for land, the facilities planning and design allowance, and the allowance for construction phase professional services may not exceed the project budget line items for each. Payments for other cost items may not exceed the sum of that project budget line item and any remaining contingency. Payments out of the contingency line item may be further

limited if the Department determines that such payments could jeopardize completion of the Project. Amendments to the project budget must be requested by the Loan Recipient and approved by the Department and must be in accordance with the DWSIRLF Regulations.

	<u>Loan Amount</u>
(1) Construction	\$ 4,500,000
(2) Equipment	\$ -0-
(3) Supplies	\$ -0-
(4) Testing	\$ -0-
(5) Contingency	\$ 450,000
(6) Land, Easements, Rights-of-Way	\$ -0-
(7) Allowance for Facilities Planning and Design	\$ 297,000
(8) Allowance for Construction Phase Professional Services	\$ 182,250
(9) SUBTOTAL LOAN AMOUNT	\$ 5,429,250
(10) LESS: PRINCIPAL FORGIVENESS	\$ (500,000)
(11) TOTAL LOAN AMOUNT	\$ 4,929,250

7.04. BIDS IN EXCESS OF BUDGET AMOUNTS. Should the bids for construction, equipment and supplies, and testing for this Project exceed the budget amounts for these items plus contingency, the Board may terminate this agreement in accordance with the procedures described in Article 4.03 (10).

7.05. AVAILABILITY OF FUNDS. The Loan Recipient understands and agrees that this loan award is based upon anticipated federal, state match, and other funds being made available to the Department. The Loan Recipient agrees that should such anticipated funds not be made available to the Department, the Department may delay payments to the Loan Recipient, may terminate the loan agreement, and/or may recover any previous payments made to the Loan Recipient. The Loan Recipient releases the Department from all liability for any claims or damages related to such actions and further agrees not to take any legal or other actions against the Department in regard to such claims, damages, or actions by the Department.

7.06. PROHIBITION OF DUPLICATE FUNDING. The Loan Recipient hereby agrees that all costs requested for reimbursement from the Drinking Water Systems Improvements Revolving Loan Fund Program as administered by the Local Governments and Rural Water Systems Improvements Board have not been, and will not be, also requested or received from other State or Federal agency funding sources.

7.07. INTEREST RATE AND ACCRUAL. The rate of interest on the unpaid principal of the Loan is 1.95 percent per annum, to be compounded monthly. Interest on amounts paid to the Loan Recipient will commence on the last construction contract completion date as established in the initial loan agreement or one year after the date established in the initial loan agreement for issuance of the notice to proceed on the earliest construction contract, whichever occurs first.

Interest accrued prior to initiation of the repayment process will be added to the final allowable project costs to determine the principal amount to be repaid by the Loan Recipient.

7.08. INITIAL REPAYMENT SCHEDULE. The Loan Recipient hereby authorizes the Mississippi Department of Revenue to withhold \$25,076.66 monthly from the amount of sales tax reimbursement it is to remit to said Loan Recipient under Section 27-65-75, Mississippi Code of 1972, as amended, for repayment of the loan amount as specified in Article 7.01. of this Agreement to the Local Governments and Rural Water Systems Improvements Revolving Loan Fund for a period of 237 months, to begin March 2028, subject to amendment in accordance with the DWSIRLF Regulations. The monthly repayments to be made by the Mississippi Department of Revenue to the Local Governments and Rural Water Systems Improvements Revolving Loan Fund from the Loan Recipient for the repayment of the loan amount as specified in Article 7.01. of this Agreement made to said Loan Recipient are hereby determined to be \$25,076.66 for a period of 237 months, to begin April 2028, with the exception of that portion of the repayments specified in Article 7.09. below as administrative fee. The Mississippi Department of Revenue will deposit the administrative fee portion of the loan repayments into a specified sub-revenue category until such time that the administrative fee is collected in full. This repayment schedule is subject to amendment in accordance with DWSIRLF Regulations.

7.09. ADMINISTRATIVE FEE. An administrative fee will be collected from the loan repayment amounts described in Article 7.08. to defray the costs of administering the Fund. Beginning with the initiation of the repayment process and until such time that the total administrative fee is collected, the interest portion of each repayment will not be charged. In lieu of the interest portion, an equal amount of the repayment will be collected as the administrative fee. The amount of the administrative fee to be collected will be equal to \$240,000 (which is five percent of the initial loan amount reflected in Article 7.01. of the Initial Loan Agreement) or the total amount of interest due over the life of the loan, whichever is less.

## ARTICLE VIII - PROJECT BUDGET PERIOD

8.01. PROJECT BUDGET PERIOD. Unless amended, the budget period for this Project begins on September 30, 2024, and expires on February 12, 2028. No costs that are incurred or requested after the expiration date will be eligible. The expiration date is 30 days after the Department's final construction observation date. Department approval of loan eligible time extension change orders will automatically extend the budget period through such loan eligible date.

## ARTICLE IX - PROJECT DESCRIPTION

9.01. PROJECT DESCRIPTION. The Project shall mean facilities funded in whole or in part under this Agreement described as follows:

New 500,000 gallon elevated water tank with appurtenances and upgrading water lines that are undersized.



The loan eligible scope is specifically limited to that described above and, if applicable, to that identified as eligible in the facilities plan and as further described by plans, specifications, contract documents, and change orders approved as eligible by the Department. The Loan Recipient hereby agrees that no additional eligible scope will be added to this Project Description.

## ARTICLE X - PROJECT SPECIFIC LOAN CONDITIONS

10.01. PROJECT SPECIFIC LOAN CONDITIONS. The Loan Recipient shall comply with the following Project Specific Loan Conditions and any amendments made thereto pursuant to the provisions of the DWSIRLF Regulations.

- (1) The Loan Recipient shall comply with the following schedule in accordance with DWSIRLF Regulation Rules 3.5.2.3 and 3.7.7. **Earlier completion of certain actions may require earlier completion of other actions.**
  - a. By March 29, 2025, submit a complete set of plans, specifications and contract documents, an appraisal and a written request for approval of the purchase price for all loan eligible real property and easements, a copy of the issued NPDES or state operating permit, a copy of the issued solid waste disposal permit, and buffer zone waivers to the Department;
  - b. By June 27, 2025, secure approval of plans, specifications and contract documents by the Department;
  - c. By September 25, 2025 (no later than 90 days after approval of plans, specifications, and contract document), submit clear title certificates from the Loan Recipient and title counsel for all real property (eligible and ineligible) and easements;
  - d. By September 25, 2025 (no later than 90 days after approval of plans, specifications, and contract document), secure all local funds necessary for the project and submit proof of such funds;
  - e. By September 25, 2025 (no later than 90 days after approval of plans, specifications, and contract document), advertise all construction contracts for bids and submit proof of such advertisement;
  - f. By October 25, 2025 (no later than 120 days after approval of plans, specifications, and contract documents), open bids on all construction contracts;
  - g. By November 8, 2025 (no later than 14 days after receipt of bids), submit the completed MBE/WBE documentation on all construction contracts;
  - h. By November 15, 2025 (no later than 21 days after receipt of bids), submit bid packages on all construction contracts, executed copies of all



construction phase professional services contracts, and a loan agreement amendment request;

- i. By December 24, 2025 (60 days after receipt of bids), execute and submit all construction contract documents and issue and submit a notice to proceed on all such contracts;
  - j. By October 3, 2027 (fixed date), enact the approved user charge system and ordinance/corporate resolution and submit proof of such enactment;
  - k. By December 14, 2027 (may change due to change orders), complete construction on the last construction contract. All other contracts must be completed by their original contract completion date, or as amended by approved change orders;
  - l. By December 24, 2027 (10 days after the last construction contract completion date), notify the Department of construction completion. Notification of completion must be given within 10 days after completion of each contract;
  - m. By January 13, 2028 (30 days after the last construction contract completion date), submit all change orders which include time extensions exceeding 30 days beyond the original contract completion date and/or documentation that the Loan Recipient is implementing all legal remedies provided in the contract documents for failure to complete construction when required;
  - n. By January 13, 2028 (30 days after the last construction contract completion date), hold final construction observation. A final observation will be held on each contract within 30 days after the current completion date on that contract;
  - o. By February 12, 2028 (30 days after final construction observation), submit final payment requests, approvable summary change orders, full-scale record drawings, the registered engineer's certification of compliance with plans, specifications and contract documents, appropriate bacteriological test results, final construction phase professional services contract amendments and all other administrative forms and documents required by the Agreement and the Department. **Payment requests submitted after this date are not allowable regardless of when the costs were incurred;**
- (2) Should the Loan Recipient be subject to any administrative order, court order, or other enforcement action presently or in the future, the Loan Recipient shall comply with such enforcement action regardless of any schedules, document submittals or approvals, or any other requirements under this Agreement. Any such schedules, document submittals or approvals, or any other requirements under this Agreement which vary from the enforcement action requirements shall

in no way relieve the Loan Recipient from compliance with such enforcement action, nor shall such enforcement action relieve the Loan Recipient from compliance with any Agreement requirement.

- (3) If any ineligible construction, equipment, supplies, or testing are added to this Project, the final payment for the allowance for professional services after loan award shall be reduced to reflect eligible costs using one of the following methods.
- The Loan Recipient shall submit separate invoices for eligible and ineligible work. All contracts for professional services after loan award shall have separate compensation clauses and cost ceilings for eligible and ineligible work.
  - The allowance payment shall be prorated by the eligibility ratio shown below. The final ratio shall be based on actual, final costs for construction, equipment and supplies, and testing; an interim ratio may be used as needed.

$$\text{Eligibility Ratio} = \frac{\text{Eligible Construction/Equipment/Supplies/Testing Cost}}{\text{Total Construction/Equipment/Supplies/Testing Cost}}$$

If it becomes apparent that the allowance payments will exceed the eligible amount, the Department may limit payments prior to the final payment.

- (4) The Loan Recipient understands and agrees that the Mississippi State Department of Health will be performing loan eligibility/allowability document reviews and other routine loan management activities. The Loan Recipient agrees to submit all documents when so required by this Agreement (and the DWSIRLF Regulations) directly to the Mississippi State Department of Health, and to respond to such review and take such actions as required by the Mississippi State Department of Health in order to secure loan eligibility/allowability of costs incurred in the construction of this Project.
- (5) The Loan Recipient shall undertake the six affirmative steps as stated in Appendix E of the DWSIRLF Regulations and as further described in the Department's MBE/WBE Utilization Guidance to assure minority and women's business enterprises have the maximum feasible opportunity to participate in a fair share of the subagreements awarded under this Project. The fair share objectives negotiated for this Project are 3.1% minority and 1.1% women's business enterprises.

IN WITNESS WHEREOF, the Board has caused this Agreement to be executed on its behalf by the Board Chairman or his designee, and the Loan Recipient has caused this Agreement to be executed on its behalf by its Authorized Representative.

**CITY OF PEARL**

**STATE OF MISSISSIPPI**

CHAIRMAN, LOCAL GOVERNMENTS  
AND RURAL WATER SYSTEMS  
IMPROVEMENTS BOARD  
DIRECTOR, OFFICE OF ENVIRONMENTAL  
HEALTH  
MISSISSIPPI STATE DEPARTMENT  
OF HEALTH

By: \_\_\_\_\_  
Michael J. Favre  
Mayor

By: \_\_\_\_\_  
Lester C. Herrington, Jr., P.E., BCEE, CPM

\_\_\_\_\_  
(Date)

September 30, 2024  
(Date)

MISSISSIPPI DEPARTMENT OF REVENUE

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
(Date)

**Exhibit 1****Davis-Bacon Act Wage Requirements  
For Drinking Water State Revolving Fund Assistance Agreements**

*The requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C. 300j-9(e)) shall apply to any construction project carried out in whole or in part with assistance made available by a drinking water treatment revolving loan fund as authorized by section 1452 of that Act (42 U.S.C. 300j-12). One of the requirements includes the application of the Davis-Bacon Act...*

In order to receive DWSIRLF Funds, recipients must, for any construction under the DWSRF, implement the application of Davis-Bacon Act requirements for the entirety of the construction activities financed by this assistance agreement through completion of construction, no matter when construction commences.

This provision applies to any construction project carried out in whole or in part with assistance made available by a State loan fund. The provision includes the following:

**Labor Standards Provisions for Federally Assisted Contracts**

(a) The Recipient shall insure that the **subrecipient(s)** shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) ), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics

shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Loan recipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.wdol.gov](http://www.wdol.gov).

(ii)(A) The loan recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the loan recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the loan recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the loan recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB

control number 1215-0140)

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The loan recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the



laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the loan recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the loan recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the loan recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting officer or loan recipient.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.



(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different

practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, 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 the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and loan recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **4. Contract Provision for Contracts in Excess of \$100,000.**

(a) Contract Work Hours and Safety Standards Act. The loan recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFF 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(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 (a)(1) of this section the contractor and any subcontractor responsible therefore 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 (a)(1) of this section, in the sum of \$10 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 (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The loan recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall 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 (a)(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 (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the loan recipient shall insert a clause requiring that 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. Further, the loan recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## 5. Compliance Verification

- (a) The **subrecipient** shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The **subrecipient** must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The **subrecipient** shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the

duration of the contract or subcontract. At a minimum, the **subrecipient** must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. **Subrecipients** must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. **Subrecipients** shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

- (c) The **subrecipient** shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The **subrecipient** shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the **subrecipient** must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. **Subrecipients** must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the **subrecipient** shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The **subrecipient** shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S. Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) **Subrecipients** must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

### **Use of American Iron and Steel Under 42 U.S.C. 300j-12(4) of the Safe Drinking Water Act**

During fiscal years 2019 through 2023, funds made available from a State loan fund established in pursuant to 42 U.S.C. 300j-12(4) of the Safe Drinking Water Act may not be used for a project for the construction, alteration, or repair of a public water system unless all of the iron and steel products used in the project are produced in the United States.

The term "iron and steel products" means that the following products made primarily of iron and/or steel are from the United States: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel,



reinforced precast concrete, and construction materials.

Waivers to this requirement may be submitted with written justification for review and approval for any of the following conditions:

1. Application of the requirement would be inconsistent with the public interest;
2. The iron and /or steel products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality; or
3. The inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Waivers must be requested by the loan recipient to the federal government, see Exhibit 3.

### **Responsibilities of the Loan Recipient:**

The loan recipient agrees to the following required use of American Iron and Steel Products:

None of the funds made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that –

- (1) Applying subsection (a) would be inconsistent with the public interest;
- (2) Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality; or
- (3) Inclusion of iron and steel products in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this paragraph, the Administrator shall make available to the public, on an informal basis, a copy of the request and information available to the Administrator concerning the request and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet site of the Environmental Protection Agency.

- (d) This paragraph shall be applied in a manner consistent with United States obligations under international agreements.
- (e) The Administrator may retain up to 0.25 percent of the funds appropriated in this section for management and oversight of the requirements of this paragraph.
- (f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to December 16, 2016.

### **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials under the Buy America Build America Act**

The loan recipient agrees that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

### **Waivers**

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.



- a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- 1) applying the domestic content procurement preference would be inconsistent with the public interest;
  - 2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - 3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.epa.gov/cwsrf/build-america-buy-america-baba>.

## Definitions

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives<sup>46</sup>—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States

### **Debarment, Suspension, and Violating Facilities**

By signing this agreement, Loan Recipient certifies to the best of its knowledge and belief that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- (2) 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;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (4) 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.

Furthermore, Loan Recipient shall fully comply with Subpart C of 2 Code of Federal Regulations (CFR) Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons).” Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment. Recipient may access the Excluded Parties List System at [www.epls.gov](http://www.epls.gov). This term and condition supersedes EPA Form 5700-49, “Certification Regarding Debarment, Suspension, and Other Responsibility Matters.”

If it has been determined that the Loan Recipient has been debarred, suspended, proposed for debarment, declared ineligible, or excluded from covered transactions, it may have this proposal rejected or the loan award terminated. Additionally, under Section 97-7-10, Mississippi Code of 1972, as amended, the loan recipient may be fined up to \$10,000 or imprisoned for up to 5 years, or both.



## MSDH AUDIT INFORMATION FORM

### Section I:

Please complete the following information.

**BORROWER NAME:** CITY OF BAY ST LOUIS **FISCAL YEAR END:** \_\_\_\_\_  
**EIN:** \_\_\_\_\_ **UEI#:** GRTLUN1WF5F9 **PHONE:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**CONTACT PERSON:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

Is the organization required to comply with the OMB Uniform Guidance at 2 CFR 200 Subpart F – Audit Requirements?

☐ Yes ☐ No

**NOTE:** If you answered **Yes**, please continue to **Section II**. If you answered **No**, please proceed to **Section III**.

### Section II:

Complete this section if you answered **Yes** to the question in Section I.

Please check one of the following boxes:

- ☐ We have completed our audit for the fiscal year end \_\_\_\_\_. There were no significant deficiencies, material weaknesses, questioned costs, or findings related to any program administered by the Mississippi State Department of Health. We have enclosed a copy of the audit report, or the audit report is available online at \_\_\_\_\_.
- ☐ We have completed our audit for the fiscal year end \_\_\_\_\_. There were significant deficiencies, material weaknesses, questioned costs, and/or findings related programs administered by the Mississippi State Department of Health. We have enclosed a copy of the audit report, or the audit report is available online at \_\_\_\_\_.
- ☐ We have NOT completed our audit for the fiscal year end \_\_\_\_\_. We expect the audit report will be completed by \_\_\_\_\_. We will send notification and a copy of the audit report within 30 days of its completion to SRF.drinkingwater@msdh.ms.gov.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

**Section III:**

Complete this section if you answered **No** to the question in Section I.

Our organization is not subject to the OMB Uniform Guidance Subpart F – Audit Requirements because:

- ☐ We are a U.S. federal government agency.
- ☐ We are a U.S domestic entity that:
- ☐ did not expend \$750,000 or more in U.S. federal funds during the latest completed fiscal year.
- ☐ is a for-profit organization.
- ☐ We are a non-U.S. based (foreign) entity that did not expend \$750,000 or more in U.S. federal funds during the latest completed fiscal year.

Have annual financial statements been audited by an independent audit firm? ☐ Yes ☐ No

**If yes, provide a copy of the statements for the most current fiscal year.**

Does the organization have a financial management system that provides records that can identify the source and application of funds for awarded-supported activities? ☐ Yes ☐ No

If yes, does the financial system provide for the control and accountability of project funds, property, and other assets? ☐ Yes ☐ No

Is an inventory of property maintained that identifies the purchase date, cost, vendor, description, serial number, location, and final disposition? ☐ Yes ☐ No

---

Signature of Authorized Official

---

Date

---

Name of Authorized Official

---

Title of Authorized Official

**Attachment: <sup>B</sup> Required Information for Federally Funded Subawards**

**I. Subrecipient Information**

- a. Subrecipient Unique Entity Identifier: GRTLUN1WF5F9
- b. Amount of Federal funding related to the identified Federal award obligated through the loan agreement: \$5,429,250
- c. Type of Award: ☒ Program or ☐ Research

**II. Prime Award Information**

- a. Federal Awarding Agency: U.S. ENVIRONMENTAL PROTECTION AGENCY
- b. CFDA/Assistance Listing Number: 66.468
- c. Assistance Listing Title: Capitalization Grants for Drinking Water State Revolving Funds Loan Program (SDWA 1452)
- d. Federal Award Identification Number ("FAIN"): 02D39224
- e. Federal Award Date: 09/30/2024
- f. Federal Award Project Description:

Capitalization grants are awarded to states to create and maintain Drinking Water State Revolving Funds programs. The State uses capitalization grant funds to establish a revolving loan fund that assists public water systems with financing the costs of infrastructure needed to achieve or maintain compliance with Safe Drinking Water Act requirements and protect the public health objectives of the Act.



In order to receive an electronic payment from the State of Mississippi, an entity must be registered in both the MAGIC and PAYMODE system. There are three steps to finish the process.

1. Registering as a Supplier/Grantee in the State of Mississippi
2. Emailing your W-9 to [OFMMagic@dfa.ms.gov](mailto:OFMMagic@dfa.ms.gov).
3. Registering in Paymode

### **STEP ONE:**

First, you must confirm your entity is a registered supplier/grantee in the State of Mississippi, and if not, register in the MAGIC system.

- **Registered supplier/grantee:** Please log into the system and confirm the information on record with the State of Mississippi. <https://portal.magic.ms.gov/iri/portal>

-or-

- **Check to confirm a registered supplier/grantee:** If you are not sure if your entity has a User ID, please click on this link to confirm.  
<http://merlin.state.ms.us/merlin/predef.nsf/MAGICVendorInfo?OpenForm>

-or-

- **Password Reset:** To request your User ID and Password, please email [Mash@dfa.ms.gov](mailto:Mash@dfa.ms.gov). Use "Vendor ID Request" in the subject line of the message and include the following information.

MAGIC Vendor Number

Vendor Name

Contact Name

Contact Email

Contact Phone

-or-

- **Register to become a supplier/vendor:** See instructions on the following page.



## State of Mississippi Supplier/Grantee Registration

If you are not a registered supplier/grantee, please proceed to this page.

[https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda\\_e\\_suco\\_sreg?sap-client=100#](https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100#)

In the "General Company Information" section, fields with asterisks are mandatory.

1. Place a check mark in the Grantee box to register as a Grantee.
2. Select the Type of Grantee field. As an organization, you will select CRM-ORG from the dropdown menu.
3. Enter the name of your organization in the Name of Company
4. Enter a Federal Employer Identification Number
5. Enter a Phone Number
6. Enter an E-Mail Address

**General Company Information**

On-Behalf of (Internal Only): ☐

Supplier: ☐

Grantee: ☒

Type of Grantee: CRM-INC ▼

\* Name of Company:

Doing Business As (DBA):

Business Structure: ▼

Grantee Agency:

\* Enter either FEIN or SSN

Federal Employer Identification No:

Social Security No:

D-U-N-S Number:

**Communication**

\* Phone Number:

Fax Number:

\* E-Mail Address:

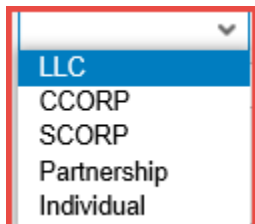


The chart below is an example of the best way to enter the numbers into the form:

As required, complete/review the following fields:

Field	R/O/C	Description
Federal Employer Identification No	Required	<b>Example:</b> 58-2345679
D-U-N-S Number:	Optional	<b>Example:</b> 234567890
Phone Number:	Required	<b>Example:</b> 404-555-1234
Fax Number:	Required	<b>Example:</b> 404-555-1235

For fields that are not mandatory, such as “Business Structure”, you can select any of the following options:



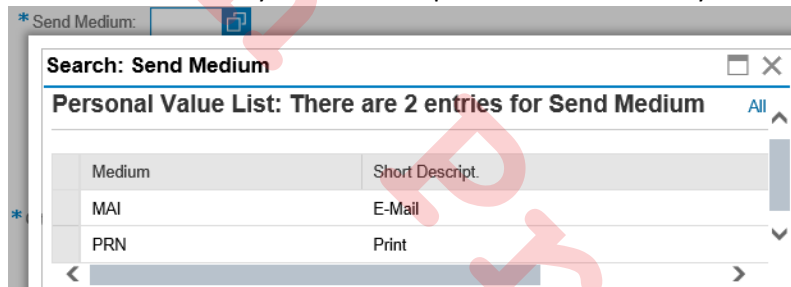
**NOTE:** The “Business Structure” field is **NOT** required.

If you have a DUNS Number, please enter that information. **NOTE:** This is a nine-digit number provided by Dun and Bradstreet.

**NOTE:** DUNS has been replaced by the Unique Entity Identifier (UEI). This identifier can be obtained through SAM.GOV at no charge and is required if the entity is receiving federal funds.

In “Additional Company Information” the following is required:

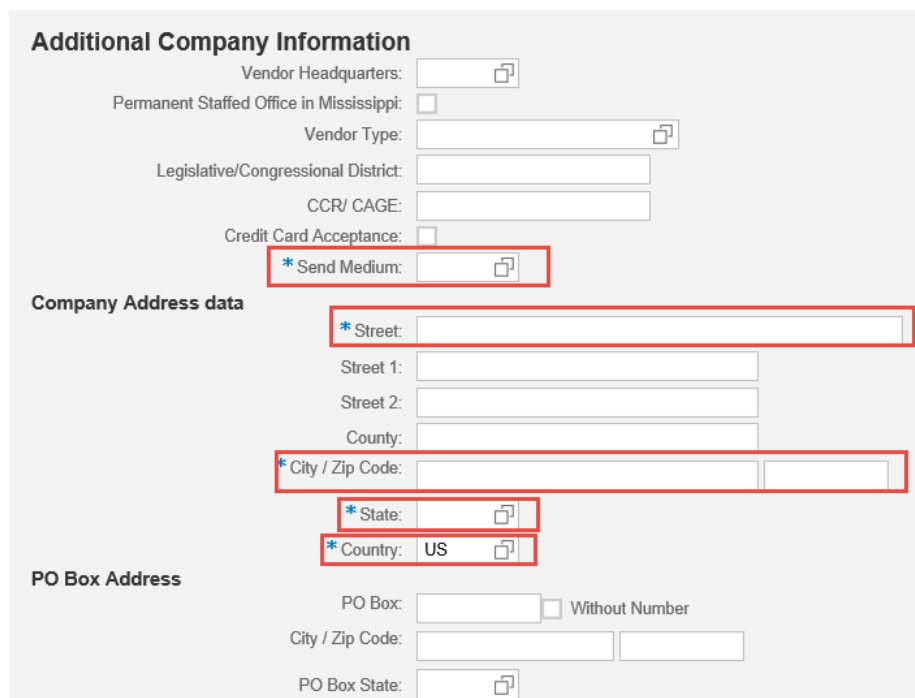
7. The “Send Medium” you have the options to choose how you want to receive notifications:



Medium	Short Descript.
MAI	E-Mail
PRN	Print

In “Company Address data” the following is required:

8. Enter your “Street” Address
9. Enter the “City/Zip Code”
10. Enter the “State”
11. Enter the “Country”



**Additional Company Information**

Vendor Headquarters:

Permanent Staffed Office in Mississippi: ☐

Vendor Type:

Legislative/Congressional District:

CCR/ CAGE:

Credit Card Acceptance: ☐

\* Send Medium:

**Company Address data**

\* Street:

Street 1:

Street 2:

County:

\* City / Zip Code:

\* State:

\* Country:

**PO Box Address**

PO Box:  Without Number

City / Zip Code:

PO Box State:

**NOTE:** If you have a Post Office Box, please enter that information as well. One of your addresses must match the address listed on your W-9.

For fields that are not mandatory such as “Vendor Headquarters” you may select from the menu drop down options as follows:

Vendor Headquarters:

Search: Vendor Headquarters

Results List: There are more than 58 results for Vendor Headquarters [Personal Value List](#) [Show Search](#)

REGION_TEXT	Name
Kansas	USA
Kentucky	USA
Louisiana	USA
Maine	USA
Maryland	USA
Massachusetts	USA
Michigan	USA
Minnesota	USA
Mississippi	USA

12. Click “Permanent Staffed Office in Mississippi “

13. Click “Vendor Type” Field and select from the list of options below:

Search: Vendor Type

Personal Value List: There are 8 entries for Vendor Type [All Values](#) [Edit Personal Value List](#)

Vendor Type	Vendor Description
05	Regional Organization
08	Public/State Controlled Institution of Higher Education
12	Nonprofit with 501C3 IRS Status (Other than Institution of Higher Edu...
14	Private Institution of Higher Education
15	Individual
16	For-Profit Organization (Other than Small Business)
17	Small Business
23	Other

14. If your organization takes credit cards, please select the box.

15. The “Contact Person Information” area the following is required:

Contact Person Information

\* First Name:

\* Last Name:

\* Form of Address:

Academic Title:

Department:

Copy Company Data

\* Phone Number:

Fax Number:

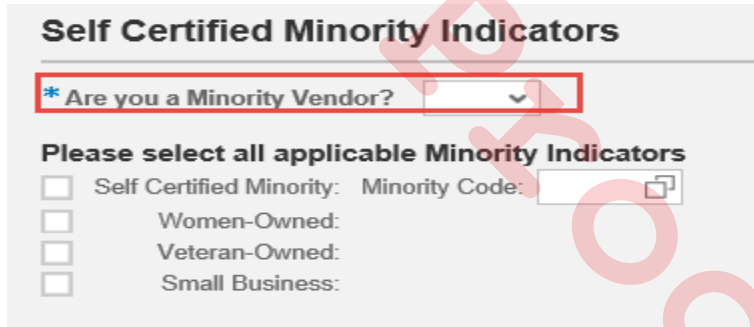
\* E-Mail Address:

\* Language: EN

\* Country: US

16. You will **not** need to enter any data into the “Product Categories Provided” section of the document.

17. Check any fields that apply in the “Self-Certified Minority Indicators”



**Self Certified Minority Indicators**

\* Are you a Minority Vendor?

**Please select all applicable Minority Indicators**

☐ Self Certified Minority: Minority Code:

☐ Women-Owned:

☐ Veteran-Owned:

☐ Small Business:

18. Read the Data Privacy Statement and check the box.



**Important Notice Must Read**

☐ \* Yes, I have read the data privacy statement and accept the terms.:

I understand that I am submitting a registration request to obtain access to the State of Mississippi's statewide procurement system, MAGIC. Submission of this request does not automatically mean I will be granted access to the MAGIC system. I further understand that if I am granted access, my registration may be revoked at any time. I understand that registering as a supplier/grantee in MAGIC does not mean that I will be awarded business or a grant by state government entities.

19. Click the Send Button in the top left corner of the screen.

Once the form is submitted, you will receive one confirmation email with your MAGIC vendor number and a second email with your MAGIC password. Please save this information.

**If you need any help with this process, please call MMRS Call Center at 601-359-1343 Option 2.**

## **STEP TWO:**

**Email a W-9 to [OFMMagic@dfa.ms.gov](mailto:OFMMagic@dfa.ms.gov).** Please include your vendor number in the email. **NOTE:** Make sure you address BOX 3 on your W-9. If “other” is selected, you must list a category on the corresponding line.



## State of Mississippi Supplier/Grantee Paymode Registration

### **STEP THREE:**

3-5 business days after submitting your W-9, you may register with Paymode. Visit <https://www.paymode.com/mississippi> to register. A step by step guide may be found on the DFA website.

If you any questions, you may contact Paymode Customer Service at [enrollment@paymode-x.com](mailto:enrollment@paymode-x.com) or 800-331-0974.





Paymode-X

[Logout](#) [Ask for Help](#)

Powered by  
Bottomline  
Intelligence

1

About You

2

Company Information

3

Bank Information

4

Review & Submit

Bank Information

Receiving Bank

Country of Bank

United States

Transit Routing Number

1

Transit routing number is required

Bank Account Number

1

Bank account number is required

Re-Enter Bank Account Number

Bank Account Description (optional)

Currency

USD--US Dollar

Paymode-X Account ID

Receiver ID

JoesTestComp · Receivables

Did You Know?

Paymode-X members receive payments faster than paper check.

Certificate Of Completion

Envelope Id: D78BDE8E-6460-4AD0-B41A-1CA647F60FAD

Status: Sent

Subject: Complete with Docusign: HDWI059 After May 18 2023.pdf, Bay St Louis 2 Initial Loan.pdf, Audit I...

Source Envelope:

Document Pages: 43

Signatures: 0

Envelope Originator:

Certificate Pages: 3

Initials: 0

Jonathan Diaz

AutoNav: Enabled

570 East Woodrow Wilson Drive

Envelopeld Stamping: Enabled

Jackson, MS 39216

Time Zone: (UTC-06:00) Central Time (US & Canada)

Jonathan.Diaz@msdh.ms.gov

IP Address: 69.60.36.32

Record Tracking

Status: Original

Holder: Jonathan Diaz

Location: DocuSign

11/13/2024 1:19:34 PM

Jonathan.Diaz@msdh.ms.gov

Signer Events

Signature

Timestamp

Michael Favre

Sent: 11/14/2024 11:13:56 AM

mfavre@baystlouis-ms.gov

Resent: 12/2/2024 2:50:20 PM

Security Level: Email, Account Authentication  
(None)

Resent: 12/9/2024 9:30:11 AM

Viewed: 12/18/2024 11:36:20 AM

Electronic Record and Signature Disclosure:

Accepted: 11/20/2024 2:59:28 PM

ID: 8d84b289-b175-408b-8654-b6d95885da28

Company Name: MS State Department of Health

Herrington, Lester

lester.herrington@msdh.ms.gov

Security Level: Email, Account Authentication  
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Alford, Bobby Lee

bobby.alford@msdh.ms.gov

Security Level: Email, Account Authentication  
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Harry D. Gong Jr. P.E. F.NSPE

harry.gong@msdh.ms.gov

Security Level: Email, Account Authentication  
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Yamat, Rohana rohana.yamat@msdh.ms.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Jason Chiniche jason@jcc-eng.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Jonathan Diaz jonathan.diaz@msdh.ms.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/14/2024 11:13:57 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

From time to time, MSDH may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document. At any time, you may request from us a paper copy of any record provided or made available electronically to you. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send paper copies of any such documents from our office to you, you may request delivery of such paper copies from us by sending an email request to MSDHDocuSignAdmin@msdh.ms.gov. If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. You must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically by submitting the requests in writing to: MS State Department of Health DocuSign Administration, 570 East Woodrow Wilson Avenue, Jackson, MS 39216. If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us. Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system.