DIAMONDHEAD WATER AND SEWER DISTRICT
REGULAR MEETING MINUTES
April 27, 2017 – 6:00 p.m. (Central Time)
City Hall, Diamondhead, MS 39525

PRESENT: Chairman Tink L’Ecuyer; Vice-Chairman Thomas Schafer; Secretary/Treasurer David Boan; Commissioner David Malley, and Commissioner Dick Nolan.

ABSENT: None.

ALSO PRESENT: District Counsel Tricia Tisdale, Boyce Holleman & Associates; General Manager Nancy Depreo, Seymour Engineering; and Director of Operations Joe Higginbotham.

The presence of a quorum was noted and the meeting was called to order at 6:00 p.m. The public was duly notified in compliance with the District’s open meeting policy.

4. Approve Agenda. Motion by Commissioner Schafer, second by Commissioner Nolan to amend agenda to remove Item 8.1.E. Motion carried unanimously.

5. Public Comments. Ernie Knobloch, Councilman-at-Large for the City of Diamondhead, addressed the Board to question why the Diamondhead City Council, as the appointing body to the Diamondhead Board of Commissioners, was not invited to the “Valve Opening Ceremony” for the District’s WWTF on 4/24/2017. Mr. Knobloch further detailed his concern that the City’s exclusion from the ceremony was politically motivated.

6. GM’s Report.
   6.1. WWTP Construction Project.
   1. Overall project completion is at 95% compared to scheduled completion of 91%.
   2. Valves to the WWTP were opened on Monday, April 24, 2017, at that point, the WWTF became active and the 28-day demonstration period began. DWSD Operators, along with support from the Design Team, are currently training and working at the new plant site. The existing plant is now offline and Discharge No. 1 is no longer being utilized.

   1. Volkert’s invoice in the amount of $109,332.77, appears on the agenda as Agenda Item 8.1.A. Contract is on the agenda.
   2. Linfield, Hunter & Junius invoice in the amount of $28,975.34 appears on the agenda as Item 8.1.B.
   3. Max Foote Construction Co. Pay Request No. 15 in the amount of $1,023,754.20 appears on the agenda as Agenda Item 8.1.C.
   4. An agreement with Alarms Plus for Fire alarm monitoring at the WWTP Control Building in the amount of $20 per month appears on the agenda as Agenda Item 8.1.D. The District currently uses Alarms Plus at the Admin office.
   5. Approval for Max Foote Construction to begin demolition work of the existing WWTP prior to substantial completion of the new WWTP appears on the agenda as Agenda Item 8.1.G.
6. Robert Teem, P.E. of Volkert, Inc. addressed the Board regarding Field Orders 12, 13 and 14.

6.1.B. The next MEMA meeting is scheduled for May 18, 2017 @ 9:00 am.

6.1.C. The next WWTP Monthly Progress Meeting is scheduled for May 8, 2017 @ 1:00 pm.

6.2. Lift Station Repair & Mitigation.

6.2.A. Digital Engineering invoice in the amount of $25,785.00 appears on the agenda as Agenda Item 8.2.A.

6.2.B. John Stein, P.E. of Digital Engineering addressed the Board regarding advertisements for bids of the Lift Station Repair & Mitigation Project will be on May 3rd and 10th in multiple newspapers, MS Bid Agency website, and multiple project plan rooms.

6.3. Miscellaneous Items.


7. Minutes.

7.1. A. Motion by Commissioner Malley, second by Commissioner Schafer to approve the Minutes for the Regular Meeting held on April 13, 2017. Motion carried unanimously. (Attachment B).

7.1.B. Motion by Commissioner Schafer, second by Commissioner Nolan to approve the Minutes for the Special Meeting held on April 20, 2017. Motion carried unanimously. (Attachment C).


8.1. WWTP Construction Project. Update in the GM’s report.

8.1. A. Motion by Commissioner Schafer, second by Commissioner Nolan to approve Invoice No.18 from Volkert Inc. for special services in the amount of $109,332.77 for time period March 11, 2017 to April 14, 2017. Motion carried unanimously. (Attachment D).

8.1.B. Motion by Commissioner Boan, second by Commissioner Malley to approve Invoice LHI23266 (19) from Linfield, Hunter & Junius, Inc. for Project Management Services in the amount of $28,975.34 for period of March 12, 2017 to April 15, 2017. Motion carried unanimously. (Attachment E).

8.1.C. Motion by Commissioner Boan, second by Commissioner Malley to approve Pay Request No.15 from Max Foote Construction Co. in the amount of $1,023,754.20 for construction work completed March 15, 2017 to April 20, 2017. Motion carried unanimously. (Attachment F).
8.1.D. Motion by Commissioner Malley, second by Commissioner Schafer to approve agreement with Dictograph / Alarms Plus for monitoring at the Wastewater Treatment Plant in the amount of $20 per month and authorize to execute same. Motion carried unanimously. (Attachment G).

8.1.F. Motion by Commissioner Schafer, second by Commissioner Nolan to approve Field Order No. 12 for the Wastewater Treatment Plant Project PW11240 and authorize to execute same. Motion carried unanimously. (Attachment H).

8.1.G. Motion by Commissioner Schafer, second by Commissioner Boan to approve Field Order No. 13 for the Wastewater Treatment Plant Project PW11240 with an option to add a 36” passage door to the shed building and authorize to execute same. Motion carried unanimously. (Attachment I).

8.1.H. Motion by Commissioner L’Ecuyer, second by Commissioner Malley to approve Field Order No. 14 for the Wastewater Treatment Plant Project PW11240 and authorize to execute same. Motion carried unanimously. (Attachment I).

8.1.G. Motion by Commissioner Nolan, second by Commissioner Schafer to approve Max Foote Construction Co. to begin demolition work of the existing wastewater treatment plant after proper notification to Mississippi Department of Environmental Quality. Motion carried unanimously.

8.2. Lift Station Repair and Mitigation PW8429, PW11280 and PW11247.

Update on GM’s Report.

8.2.A. Motion by Commissioner Nolan, second by Commissioner Malley to approve Pay Request No.8 from Digital Engineering for engineering services in the amount of $25,785.00 for the period of March 12, 2017 to April 15, 2017. Motion carried unanimously. (Attachment K).

8.2.B. Motion by Commissioner Boan, second by Commissioner Nolan to advertise to bid the 2016 FEMA Lift Station Project PW8429, 11240, 11247, and 11280. Motion carried unanimously. (Attachment L).


9.1. Motion by Commissioner Boan, second by Commissioner Schafer to approve the Docket of Claims. Motion carried unanimously. (Attachment M).

Unapproved Docket of Claims. (Attachment N)
(Approved by Board Motions on this agenda)

Note: General Manager recused herself from meeting at 6:35pm, prior to Item 10.1.
Note: Commissioner Schafer recused himself from meeting at 6:37pm, prior to Item 10.1.

10. Old Business.

10.1. Motion by Commissioner Boan, second by Commissioner Nolan to approve the inclusion of the City of Diamondhead’s request for assistance for brochures within the District’s monthly bill to customers. Motion carried with Commissioner Schafer absent during voting.
Note: General Manager and Commissioner Schafer returned to the meeting at 6:38pm.


12. Next meeting.

The next meeting of the Board of Commissioners is scheduled for May 11, 2017 at 6:00PM at Diamondhead City Hall, 5000 Diamondhead Circle, Diamondhead, MS.

13. Adjournment @ 6:40pm. Motion by Commissioner Boan, second by Commissioner Schafer. Motion carried unanimously.
April 12, 2017

Diamondhead Water and Sewer Board
4425 Park Ten Drive
Diamondhead, MS 39525

Dear Board Members:

On behalf of the Mississippi Dental Association (MDA), we are respectfully providing this letter to communicate our support of water fluoridation in Mississippi’s community water systems along with resource information that supports the tremendous benefit of fluoride in water systems. In 2015, community water fluoridation celebrated a 70 year anniversary milestone and was noted as one of the ten great public health achievements of the 20th century by our U.S. Surgeon General, Dr. Vivek H. Murthy. Dr. Murthy stated, “Community water fluoridation is one of the most practical, cost-effective, equitable, and safe measures communities can take to prevent tooth decay and improve oral health.”

Our association, the MDA, is a nonprofit, professional member group organized in 1875 by the dentists in our state to collaboratively work toward the goal of optimal oral health care for all Mississippians. Our association is also affiliated with the American Dental Association through tripartite membership. Licensed dentists in Mississippi are not required to be members of the MDA; however, our association represents over 70% of the licensed, practicing dentists in our state. The mission of the MDA is to encourage the improvement of the oral health of the public; to enhance members’ ability to provide care to the public through education, training and service; and to promote the science of dentistry. The MDA strongly supports water fluoridation.

Our dentists know and understand the value of fluoridated water in Mississippi as it relates to dental disease prevention and oral health. Since 1950, our association along with the American Dental Association (ADA) has endorsed community water fluoridation as a safe, beneficial and cost effective public health measure for preventing dental caries (cavities). The ADA provides a significant amount of information about water fluoridation on their web site, www.ada.org. This collection of data answers many questions you and the citizens of your area may have about community water fluoridation in addition to the information provided to you by our Mississippi State Department of Health and dentists in the local community.

In closing, we welcome this opportunity to work in collaboration with the Mississippi State Department of Health on behalf of community water fluoridation to achieve a mutual goal – optimal oral health for all Mississippians, including the citizens of the Diamondhead community.

Respectfully,

Mark D. Williams, D.M.D.
MDA President, 2016-17

Connie Lane
MDA Executive Director
April 18, 2017

Diamondhead Water and Sewer Board
4425 Park Ten Drive
Diamondhead, MS 39525

Dear Board Members:

The Mississippi State Department of Health, Office of Oral Health is responsible for the prevention and control of oral diseases through assessment, policy and program development, and assurance. Our programs help to address the oral health needs of children, adults, families and communities through public health clinics, schools, and approved dental health providers. We recognize the significant benefit of community water fluoridation in preventing tooth decay and continue to celebrate its over 70 year inclusion as a great public health achievement.

Fluoridation of public drinking water assists with the prevention of tooth decay and all its negative sequella. At a time when state government is struggling to meet the needs of Medicaid dental patients, the fluoridation of water can save millions in potential cost for dental care. Fluoridation of community water supplies is the single most effective public health measure to prevent tooth decay. It’s no wonder that the number of communities who make the choice to fluoridate their water continues to grow. In the past five years (2011 through 2015), more than 177 U.S. communities in 35 states have voted to adopt or retain successful fluoridation programs. The latest data show that in 2014, 74.4% of the U.S. population on public water systems, or a total of 211.4 million people, had access to optimally fluoridated water. The Healthy People 2020 Objective is to reach 79.6%. Based on 2015 reports, only 61% of Mississipians receive fluoridated water in their communities. In addition to the support of the American Academy of Pediatrics, American Medical Association, American Dental Association and the World Health Organization, more than 125 national and international health, service and professional organizations recognize the public health benefits of community water fluoridation for preventing dental decay.

Dental disease, in the form of cavities, can potentially affect all citizens regardless of income, but it is the government that bears the cost of restorative care for our neediest citizens. With only about 1,386 active dentists in the state of Mississippi to serve a population of 2.9 million, community water fluoridation helps us to prevent disease. As such, we support community water fluoridation in Hancock County. This will assist us in our efforts of prevention and control of oral disease and achievement of optimal oral health for all citizens of Mississippi.

Thank you for your attention to this matter and consideration to continue water fluoridation in your community.

Respectfully yours,

Angela F. Filzen, D.D.S.
Director, Office of Oral Health
Community Water Fluoridation

10 Facts You Need To Know

Fluoride is nature's cavity fighter, present in all water sources, including oceans. Water Fluoridation is the controlled adjustment of the natural fluoride concentration in a public water supply up to the level recommended for preventing tooth decay.

Fluoridation protects against tooth decay throughout life, benefiting both children and adults. Inadequate exposure to fluoride places children and adults in a high risk category for tooth decay.

Fluoridation is the single most effective public health measure to prevent tooth decay and to improve oral health for a lifetime, for both children and adults.

An estimated 51 million school hours are lost each year due to dental-related illness.

The average lifetime cost per person to fluoridate a water supply is less than the cost of one dental filling. For most cities, every $1 invested in water fluoridation saves $38 in dental treatment costs.

In 2014, 74.4 percent of the U.S. population on public water systems (211.4 million people) received fluoridated water. The Healthy People 2020 goal is for 79.6 percent of the population on public water systems to have access to fluoridated water.

The Centers for Disease Control and Prevention (CDC) has proclaimed community water fluoridation one of 10 greatest public health achievements of the 20th century.

Studies show that community water fluoridation prevents at least 25 percent of tooth decay in children and adults, even in an area with widespread availability of fluoride from other sources, such as fluoride toothpaste.

The American Dental Association (ADA), American Medical Association (AMA), World Health Organization (WHO) and MS State Department of Health (MSDH) endorse fluoridation of community water supplies as safe and effective for preventing tooth decay.

Since February 2004, 393 MS public water systems serving 1,989,721 people have implemented water fluoridation programs using grant funding provided by MSDH.
What is the Public Health issue?

Oral health is integral to general health. Although preventable, tooth decay is a chronic disease affecting many age groups. In fact, it is the most common chronic disease of childhood. The burden of disease is far worse for those who have restricted access to prevention and treatment services. Left untreated, tooth decay can cause pain and tooth loss. Among children, untreated tooth decay has been associated with difficulty in eating, sleeping, learning and proper nutrition. Among adults, untreated decay and tooth loss can also have negative effects on an individual's self-esteem and employability.

What is the impact of fluoridation?

Fluoridation of community drinking water at a concentration of 0.7 parts per million has been shown to be safe, inexpensive, and extremely effective method of preventing tooth decay. Because community water fluoridation benefits everyone in the community, regardless of age and socioeconomic status, fluoridation provides protection against tooth decay in populations with limited access to prevention services. In fact, for every dollar spent on community water fluoridation, up to $38 is saved in treatment costs for tooth decay.

The Task Force on Community Preventive Services, a national independent, non-federal, multidisciplinary task force appointed by the director of the Centers for Disease Control and Prevention (CDC), recently conducted a systematic review of studies of community water fluoridation. They found that, in communities that initiated fluoridation, the decrease in childhood decay was almost 30 percent over 3-12 years of follow-up.
How is Mississippi doing?
In 2010, 63% of children under the age of 9 had experienced tooth decay. In 2014, 22.5% of Mississippi adults ages 65-74 had lost all their permanent teeth. In 2015, 33% of the population on public water systems received fluoridated water. This translates into 61% of Mississippi's total population receiving fluoridated water.

What is Mississippi doing?
The Office of Oral Health in Mississippi State Department of Health endorses and provides education and awareness on community water fluoridation. The office regularly monitors scientific research regarding safety and efficacy in the use of community water fluoridation. In collaboration with the Department of Environmental Health, we provide support and technical assistance to local community water fluoridation programs and monitor water systems for quality control purposes.

Strategies for Mississippi's future
- Encourage fluoride supplements or school-based fluoride programs for those at increased risk for decay who are not receiving fluoridated drinking water
- Encourage fluoride varnishes for those at increased risk for decay
- Develop and use data from water quality testing programs
- Continue supporting and funding Mississippi's oral health program
- Educate and empower the public regarding the benefits of fluoridation

References

For more information, contact:
Mississippi State Department of Health
Office of Oral Health
P.O. Box 1700
Jackson, MS 39215-1700
Phone: 601-576-7500
Studies suggest periodontal disease could increase the risk of heart disease. A stronger evidence for an association between periodontitis and myocardial infarction has been found in a recent study where there's a 28% increased risk of first myocardial infarction (MI) in patients with periodontitis. Periodontitis is the most common cause of tooth loss in adults.

- 22% of the adults in Mississippi with a diagnosed heart disease had LOST all their permanent teeth
- 44% of the adults in Mississippi with a diagnosed heart disease has NOT visited a dentist in the past 2 years
- 2x stronger association of tooth loss in Mississippi adults who are diagnosed with heart disease compared to those without heart disease

**KEEP YOUR MOUTH HEALTHY**

- Choose a healthy diet
- Quit smoking (call 1-800-QUIT-NOW)
- Brush and floss twice a day
- See your dentist twice a year

Learn more about us at: HealthyMS.com/dental

Suggested Citation: Sai Kurmana, Mississippi Oral Health and Heart Disease. 2016. Oral Health fact sheet, Jackson MS; Office of Oral Health, Mississippi State Department of Health.

2. Mississippi Behavioral Risk Factor Surveillance System. 2014 CDC
**THE WORD OF MOUTH ON ORAL CANCER**

**DIAGNOSIS AND DEATHS**

450 NEW CASES of oral cancer each year in MISSISSIPPI

122 DEATHS from oral cancer each year in MISSISSIPPI

50% more than of those diagnosed with oral cancer die within five years

Early Diagnosis increases patients chances of survival to 50% → 80% – 90%

**RISK FACTORS FOR ORAL CANCER**

- **Tobacco Use:** Risk increases with use
- **Alcohol Use**
- **Exposure to the HPV-16 virus**
- **The risk is 15X greater** for people who both smoke and drink

**Mississippi State Department of Health**
Office of Oral Health: 0-150
Jackson, MS 39215-1700

Learn more about us at: HealthyMS.com/dental

**Mississippi State Department of Health**
TO PROMOTE AND PROTECT THE HEALTH OF ALL MISSISSIPPIANS
COMMON PROBLEMS FROM DIABETES:

- PERIODONTAL INFECTION
- GINGIVITIS
- DRY MOUTH
- THROAT INFECTION
- BURNING MOUTH

83% of diabetic adults in MS age 45-64 years have at least one permanent tooth removed.

3x stronger association of tooth loss among diabetics in MS who are also current smokers.

Percent of diabetics in MS who lost 6 or more permanent teeth:
- 60% of Blacks
- 40% of Whites

Percent of diabetics in MS who lost 6 or more permanent teeth:
- 56% of Females
- 44% of Males

KEEP YOUR MOUTH HEALTHY

- Maintain target blood glucose
- Quit smoking (call 1-800-QUIT-NOW)
- Brush and floss twice a day
- See your dentist twice a year

Learn more about us at: HealthyMS.com/dental

Mississippi State Department of Health
TO PROMOTE AND PROTECT THE HEALTH OF ALL MISSISSIPPIONANS
Oral Health Care System: Mississippi

Percentage with a Dental Visit in the Past 12 Months

<table>
<thead>
<tr>
<th>Year</th>
<th>Mississippi</th>
<th>U.S.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2000</td>
<td>28%</td>
<td>35%</td>
</tr>
<tr>
<td>2005</td>
<td>39%</td>
<td>48%</td>
</tr>
<tr>
<td>2013</td>
<td>52%</td>
<td>60%</td>
</tr>
</tbody>
</table>

Children with Medicaid Coverage
Children with Private Dental Benefits Coverage
Adults with Private Dental Benefits Coverage

Percentage of Medicaid Children Who Received a Sealant on a Permanent Molar in 2013

17% of Mississippi Medicaid children 6 through 14 years old received a sealant on a permanent molar in 2013, compared to 14% nationally.

HPI Health Policy Institute
ADA American Dental Association*
Oral Health Status Index Among Adults in 2015

Mississippi: 8.0
U.S.: 6.7
HIGH-INCOME ADULTS: 8.2
LOW-INCOME ADULTS: 7.2

Oral Health Knowledge Index Among Adults in 2015

45% OF HIGH-INCOME MISSISSIPPI ADULTS
44% OF LOW-INCOME MISSISSIPPI ADULTS
ANSWERED ALL OF HPI'S ORAL HEALTH KNOWLEDGE SURVEY QUESTIONS CORRECTLY COMPARED TO 52% OF HIGH-INCOME AND 44% OF LOW-INCOME U.S. ADULTS

Oral Health Attitude Index Among Adults in 2015

Mississippi: Neutral 3.8
U.S.: Neutral 3.6
HIGH-INCOME ADULTS: Neutral 5.9
LOW-INCOME ADULTS: Neutral 4.0

Percentage of Population on Community Water Systems Receiving Fluoridated Water in 2012

58% OF MISSISSIPPI'S POPULATION ON COMMUNITY WATER SYSTEMS RECEIVE FLUORIDATED WATER

HPI Health Policy Institute
ADA American Dental Association®
Oral Health Care System: Mississippi

Change in Private Dental Benefit Plan Charges Between 2003 and 2013

CHANGE IN PRIVATE DENTAL BENEFIT PLAN CHARGES BETWEEN 2003 AND 2013

<table>
<thead>
<tr>
<th></th>
<th>CHILD</th>
<th>ADULT</th>
</tr>
</thead>
<tbody>
<tr>
<td>MISSISSIPPI</td>
<td>2.6%</td>
<td>0.7%</td>
</tr>
<tr>
<td>U.S.</td>
<td>1.2%</td>
<td>-0.6%</td>
</tr>
</tbody>
</table>

Medicaid Fee-for-Service Reimbursement as a Percentage of Private Dental Benefit Plan Charges for Child Dental Services

BETWEEN 2003 AND 2013 REIMBURSEMENT RATES FOR CHILD DENTAL SERVICES IN MEDICAID decreased 10.5% in Mississippi

Number of Dentists per 100,000 Population

<table>
<thead>
<tr>
<th></th>
<th>2001</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mississippi</td>
<td>57.3</td>
<td>60.5</td>
</tr>
<tr>
<td>U.S.</td>
<td>39.2</td>
<td>42.6</td>
</tr>
</tbody>
</table>

Percentage of Dentists Participating in Medicaid for Child Dental Services in 2014

Mississippi | 55%
U.S. | 42%
DIAMONDHEAD WATER AND SEWER DISTRICT
REGULAR MEETING MINUTES
April 13, 2017 – 6:00 p.m. (Central Time)
City Hall, Diamondhead, MS 39525

PRESENT: Chairman Tink L’Ecuyer; Vice-Chairman Thomas Schafer; Secretary/Treasurer David Boan; Commissioner David Malley, and Commissioner Dick Nolan.

ABSENT: None.

ALSO PRESENT: District Counsel Tricia Tisdale, Boyce Holleman & Associates; General Manager Nancy Depreo, Seymour Engineering; Comptroller Toni Wilson; and Director of Operations Joe Higginbotham.

The presence of a quorum was noted and the meeting was called to order at 6:00 p.m. The public was duly notified in compliance with the District’s open meeting policy.

4. Approve Agenda. Motion by Commissioner Boan, second by Commissioner Nolan to approve the agenda. Motion carried unanimously.

5. Public Comments. None.

6. GM’s Report.

6.1. WWTP Construction Project.

6.1.A. Contractor’s Progress Report for March:
1. Completed installation of Tile in Control Building;
2. Completed Curb and Sidewalk at Control Building;
3. Completed installation and testing of Potable Water Mains;
4. Inspected equipment at Headworks, Sludge Tanks, Clarifiers, and Pump Stations;
5. Continued installation of Electrical & Instrumentation;
6. Continued installation of Sidewalks;
7. Continued installation of Interior Finishes in Control Building;
8. Continued installation of Roadway; and
9. Started Grading and top soil applications.

6.1.B. The next MEMA meeting is scheduled for April 20, 2017 @ 9:00 am.

6.1.C. The WWTP Monthly Progress Meeting is scheduled for Tuesday, May 2, 2017.

6.1.D. A special Board meeting to accept A NOTICE OF COMPLETED INSTALLATION from the Engineer will be required to commence checkout/startup/training prior to the 4/27/2017 Board Meeting.

6.1.E. Change Orders 6 & 7 are on the agenda for approval. Robert Team of Volkert Engineering, discussed the change orders, as well as, project status. Mark McConnell, Volkert’s Vice President of MS Operations, was also in attendance.

6.2. Lift Station Repair & Mitigation.

6.2.A. (i) The advertisement to bid is scheduled for the April 27, 2017 agenda.
(ii) Unofficial notification has been received that the request for SOW for PW11247, Lift Station 13, has been approved.
6.3. Item 11.1 on the agenda is a request to approve an Amendment to the Agreed Order with the Mississippi Department of Environmental Quality for Commission Order No. 6357-1, previously issued on November 7, 2013 and amended on October 22, 2015. This Amendment will allow the District to comply with NPDES Permit Phase I limitations at Outfall 1 instead of NPDES Permit Phase II requirements.

7. Minutes.

7.1. Motion by Commissioner Boan, second by Commissioner Nolan to approve the Minutes for the Regular Meeting held on March 23, 2017. Motion passed with Commissioner Malley abstaining. (Attachment A).


8.1. WWTP Construction Project. Update in the GM’s report.

8.1.A. Motion by Commissioner Nolan, second by Commissioner Malley to approve Change Order No. 6 in the amount of a net increase of $16,577.00 changing the contract amount to $24,214,743.92 and no net increase/decrease in contract days. Motion carried unanimously. (Attachment B).

8.1.B. Motion by Commissioner Nolan, second by Commissioner Malley to approve Change Order No. 7 in the amount of a net increase of $48,693.00 changing contract amount to $24,263,436.92 and no net increase/decrease in contract days. Motion carried unanimously. (Attachment C).

8.2. Lift Station Repair and Mitigation PW8429, PW11280 and PW11247. Update in GM’s Report.


9.1. Motion by Commissioner Boan, second by Commissioner Schafer to approve the Docket of Claims. Motion carried unanimously. (Attachment D).

Report by Secretary/Treasurer - Mr. David Boan.


10. Old Business.

10.1. Phone Service at District Administrative Offices.

Justin Garrigues with AT&T reviewed phone service proposal with the Commissioners.

Motion by Commissioner Boan, second by Commissioner Nolan to approve a 2-year contract with AT&T for fiber optic phone service at the District office and to execute same. Role call: Commissioner Malley YES, Commissioner Boan YES, Commissioner Nolan YES, Commissioner L’Ecuyer YES, and Commissioner Schafer NO. Motion carried. (Attachment G).

11.1. Motion by Commissioner Nolan, second by Commissioner Malley to approve an Amendment to the Agreed Order with the Mississippi Department of Environmental Quality for Commission Order No. 6357-1, previously issued on November 7, 2013 and amended on October 22, 2015. Motion carried unanimously. (Attachment H).

General Manager recused herself at 6:50 and was not in attendance during Discussion of Item 11.2.

11.2. Discussion/Possible Action. Resolution of the City of Diamondhead requesting Diamondhead Water & Sewer District approve inclusion of City Brochures within the District’s monthly bill to customers. After discussion of the matter, Commissioner Nolan moved, second by Commissioner Boan to table consideration of the matter until a later date. Motion carried unanimously.

General Manager rejoined the meeting at 7:00pm.

12. Next meeting.

The District will be closed on Friday, April 14, 2017. The next meeting of the Board of Commissioners is scheduled for April 27, 2017 at 6:00PM at Diamondhead City Hall, 5000 Diamondhead Circle, Diamondhead, MS.

13. Adjournment @ 7:01pm. Motion by Commissioner Boan, second by Commissioner Nolan. Motion carried unanimously.
DIAMONDHEAD WATER AND SEWER DISTRICT
SPECIAL MEETING MINUTES
April 20, 2017 – 6:00 p.m. (Central Time)
City Hall, Diamondhead, MS 39525

PRESENT: Chairman Tink L’Ecuyer; Vice-Chairman Thomas Schafer; Secretary/Treasurer David Boan; and Commissioner David Malley. Commissioner Dick Nolan entered into the meeting at 6:02pm.

ABSENT: None.

ALSO PRESENT: District Counsel Tricia Tisdale, Boyce Holleman & Associates; General Manager Nancy Depreo, Seymour Engineering; and Director of Operations Joe Higginbotham.

The presence of a quorum was noted and the meeting was called to order at 6:00 p.m. It was noted that the meeting was a Special Meeting of the Board of Commissioners to discuss and/or take action regarding matters relating to the construction and operation of the District’s new WWTP. Notice of said meeting was given to the public in compliance with the provisions of Miss. Code Ann. § 25-41-13 (1), 1972, as amended. A copy of said notice is attached hereto as Exhibit “A”.

4. Approve Agenda. Commissioner Boan made a motion to amend the agenda to add Item 8.1.C., Approval of Kone Elevator Monitoring Service Agreement for the WWTP. Motion by Commissioner Boan, second by Commissioner Malley to approve the amended agenda. Motion carried unanimously.

5. Public Comments. None.


8.1. WWTP Construction.

8.1. A. Control Building Insurance.

Motion by Commissioner Malley, second by Commissioner Nolan to approve the quote from Betz Rosetti & Associates, Inc. for insurance on the WWTP Control building in the amount of $12,843.37. Motion carried unanimously. (Attachment B).

8.1. B. Notice of Completed installation.

Robert Teem, PE of Volkert Inc. addressed the Board regarding the Notice of Completed Installation for the new WWTP. He stated that if the Board accepted the Notice of Completed Installation at the meeting, valves would be opened on 4/24/2017 and the old WWTP would be taken offline. Joe Higginbotham, DWSD Director of Operations, confirmed the new plant was ready to go online. The Board was advised by the General Manager that upon acceptance of the Notice of Completed Installation, the District would have a small valve opening ceremony on 4/24/2017 that would be open to the public and media.
8.1.B. Motion by Commissioner Nolan, second by Commissioner Boan to accept Notice of Completed Installation for Main Treatment Process - Diamondhead WWTP as submitted by Volkert Inc. on April 20, 2017. Motion carried unanimously. (Attachment C).

8.1.C. Motion by Commissioner Schafer, second by Commissioner Nolan to approve the Kone Elevator Monitoring Service Agreement for three(3) months at no charge to the District and authorize execution thereof. Motion carried unanimously. (Attachment D).

7. Next meeting.

The next meeting of the Board of Commissioners is scheduled for April 27, 2017 at 6:00PM at Diamondhead City Hall, 5000 Diamondhead Circle, Diamondhead, MS.

8. Adjournment @ 6:38pm. Motion by Commissioner Schafer, second by Commissioner Boan. Motion carried unanimously.
April 20, 2017

Ms. Nancy Depreo
4425 Park Ten Drive
Diamondhead, MS 39525

RE: Construction Phase of the New Wastewater Treatment Facility
Contract No. 453301.MU

Dear Ms. Depreo:

Enclosed is Invoice No. 18, dated April 17, 2017, for services related to the Construction of the New Wastewater Treatment Facility in accordance with contract dated October 23, 2014 and supplemental work assignment No. 1, dated May 7, 2015.

Please change remittance address to lockbox:

Dept. #2042
Volkert, Inc.
P.O. Box 11407
Birmingham, AL 35246-2042

Should you have any questions or need additional information, please advise.

Sincerely,

/SLW

Enclosures
Please change remittance address to lockbox:
Dept. #2042
Volkert, Inc.
P. O. Box 11407
Birmingham, AL 35246-2042

Diamondhead Water and Sewer District
4425 Park Ten Drive
Diamondhead, MS 39525

Services related to Construction of the New Wastewater Treatment Facility for the Diamondhead Water and Sewer District in Hancock County, MS per Client Project No. 11240 and Original Agreement dated October 23, 2014, and Supplemental Work Assignment No. 2 dated May 7, 2015.

Fee - $1,392,400.00

<table>
<thead>
<tr>
<th>Job To Date Hrs</th>
<th>Current Period</th>
<th>Total to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>329.50 hrs x 240.00 per hr</td>
<td>5,760.00</td>
</tr>
<tr>
<td>Manager</td>
<td>37.00 hrs x 225.00 per hr</td>
<td>845.00</td>
</tr>
<tr>
<td>Supervisor</td>
<td>287.00 hrs x 170.00 per hr</td>
<td>9,265.00</td>
</tr>
<tr>
<td>Supervisor</td>
<td>-2.00 hrs x 170.00 per hr</td>
<td>0.00</td>
</tr>
<tr>
<td>RPR Manager 1</td>
<td>648.50 hrs x 155.00 per hr</td>
<td>13,717.50</td>
</tr>
<tr>
<td>Staff 2 Professional</td>
<td>1,325.50 hrs x 120.00 per hr</td>
<td>16,740.00</td>
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<tr>
<td>Staff 1 Professional</td>
<td>1,287.50 hrs x 85.00 per hr</td>
<td>9,522.50</td>
</tr>
<tr>
<td>Designer</td>
<td>6.00 hrs x 100.00 per hr</td>
<td>600.00</td>
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<tr>
<td>RPR Manager 2</td>
<td>0.00 hrs x 135.00 per hr</td>
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<tr>
<td>RPR Manager 3</td>
<td>2.50 hrs x 215.00 per hr</td>
<td>537.50</td>
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<tr>
<td>RPR Ins 2</td>
<td>2,582.00 hrs x 85.00 per hr</td>
<td>17,000.00</td>
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<tr>
<td>RPR Ins 1</td>
<td>22.00 hrs x 55.00 per hr</td>
<td>1,210.00</td>
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<tr>
<td>Drafter</td>
<td>18.50 hrs x 60.00 per hr</td>
<td>1,110.00</td>
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<tr>
<td>Technician</td>
<td>110.50 hrs x 75.00 per hr</td>
<td>8,287.50</td>
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<tr>
<td>Administrative Assistant</td>
<td>50.75 hrs x 70.00 per hr</td>
<td>350.00</td>
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<tr>
<td>Expenses (Manchac)</td>
<td>0.00</td>
<td>1,074.18</td>
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<tr>
<td></td>
<td>73,870.00</td>
<td>740,711.68</td>
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</table>

Construction Materials Testing
The Beta Group
1,962.77
96,760.28

Construction Administration Services
M3A Architecture, PLLC
33,500.00
45,500.00

Reimbursable Expense
Dale Stockstill (PHC03)
Settlement Plate Monitoring
0.00
1,090.00

Total Amount Earned To Date
109,332.77
884,061.96

Less: Previous Invoices
774,729.19

AMOUNT DUE
109,332.77
109,332.77

Sarah Beth Walker
Administrative Coordinator
Project Management Services for the Construction of the District's New Wastewater Treatment Plant and Related Facilities

April 17, 2017

Our File #: 15-134.MAIN: Our Invoice #: LHI23266

For professional services rendered in connection with the above referenced project thru April 15, 2017

Task A - Preliminary Project Management Activities

Task A1 - Attend Coordination Meetings with Owner/Engineer:

No current billable time

Subtotal: $0.00

Task A2 - Plan & Specification Review & Interpretation:

No current billable time

Subtotal: $0.00

Task A3 - Assist with Preparation and Issuance of Agreement:

No current billable time

Subtotal: $0.00

TOTAL DUE FOR Task A - Preliminary Project Management Activities

$0.00

Task B - Resident Inspection:

Nicholas P. Talbot

Inspector

194.00 Hours @ $105.00 /Hour

Subtotal: $20,370.00

TOTAL DUE FOR Task B - PM On Site Representation

$20,370.00
Task C - Construction Contract Project Management

**Task C1 - Contract Management Procedures:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles T. Knight</td>
<td>2.50</td>
<td>$240.00</td>
<td>$600.00</td>
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<tr>
<td>Engineering Manager</td>
<td></td>
<td></td>
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</table>

Subtotal: $600.00

**Task C2 - Attend Meetings with Owner/Engineer/Contractor:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles T. Knight</td>
<td>5.00</td>
<td>$240.00</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Engineering Manager</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Subtotal: $1,200.00

**Task C3 - Review Project Documentation:**

No current billable time

Subtotal: $0.00

**Task C4 - Review Progress Schedule:**

No current billable time

Subtotal: $0.00

**Task C5 - Prepare Schedule of Values and Budget:**

No current billable time

Subtotal: $0.00

**Task C6 - Preparation of Monthly Status Reports:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles T. Knight</td>
<td>5.00</td>
<td>$240.00</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Engineering Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crystal B. Green</td>
<td>1.00</td>
<td>$55.00</td>
<td>$55.00</td>
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<tr>
<td>Bookkeeper</td>
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</table>

Subtotal: $1,255.00

**Task C7 - Coordination Contractor Mobilization Activities:**

No current billable time

Subtotal: $0.00
Task C8 - Review of Contractor Pay Request & Schedule Updates:
No current billable time
Subtotal: $0.00

Task C9 - Assist with Contractor RFIs:
No current billable time
Subtotal: $0.00

Task C10 - Maintain Schedules on Deadlines of Document Submittals and Completion of Construction Schedule:
No current billable time
Subtotal: $0.00

Task C11 - Evaluate Change Order Proposals for Changes or Additions During Construction Phase:
Charles T. Knight
Engineering Manager
17.50 Hours @ $240.00 /Hour $4,200.00
Subtotal: $4,200.00

Task C12 - Evaluate Work Change Directives:
No current billable time
Subtotal: $0.00

Task C13 - Evaluate Value Engineering Proposals:
No current billable time
Subtotal: $0.00

Task C14 - Monitor Contractor's Compliance with Local, State and Federal Permits:
No current billable time
Subtotal: $0.00

Task C15 - Participate in Substantial Completion of Construction Inspection and Reviewing/Approving A/E Punch List of Unfinished Work:
No current billable time
Subtotal: $0.00
Task C16 - Process Substantial Completion Thru Any Lien Period:
No current billable time
Subtotal: $0.00

Task C17 - Review all Completed Work with the A/E and Review A/E Recommendation for Final Acceptance:
No current billable time
Subtotal: $0.00

Task C18 - Review of Contractor’s Final Pay Application, Clear Lien and Privilege Certificate and Consent of Surety and preparation of Close Out Change Order:
No current billable time
Subtotal: $0.00

TOTAL DUE FOR Task C - Construction Contract Project Management $7,255.00

Total Labor Charges for Tasks A, B & C $27,625.00

Reimbursable Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Cost</th>
<th>MU%</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage on Task C2</td>
<td>120.00</td>
<td>$0.535</td>
<td>0.0%</td>
<td>$64.20</td>
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<td>Mileage on Task B</td>
<td>2404.00</td>
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<td>$1,286.14</td>
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<tr>
<td>Rounding</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.0%</td>
<td>$0.00</td>
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</tbody>
</table>

Total Reimbursable Expenses: $1,350.34

TOTAL DUE THIS INVOICE $28,975.34

PLEASE MAIL CHECKS PAYABLE TO LINFIELD, HUNTER & JUNIUS, INC.
## APPLICATION AND CERTIFICATE FOR PAYMENT

**TO OWNER:** Diamondhead Water & Sewer District  
4425 Park Ten Dr.  
Diamondhead, MS 39525

**FROM CONTRACTOR:** Max Foote Construction Co.  
P.O. Box 1208  
Mandeville, LA 70470-1208

**PROJECT:** Diamondhead WWTP  
Diamondhead, MS

**APPLICATION NO:** 15  
**PERIOD TO:** 4/20/2017  
**BEGIN PERIOD:** 3/15/2017  
**DISTRIBUTION TO:**  
- Owner  
- Engineer  
- Contractor

**CONTRACT FOR:** Diamondhead Wastewater Treatment Plant

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. **ORIGINAL CONTRACT SUM** .................................. $24,161,000.00
2. **Net change by Change Orders** ................................ 
3. **CONTRACT SUM TO DATE (Line 1 + 2)** .................... $24,263,436.92
4. **TOTAL COMPLETED & STORED TO DATE** .............. $23,134,895.52
   (Column G on G703)
5. **RETAINAGE:**
   a. **5% of Completed Work** .................................... $1,156,744.78  
   (Column D + E on G703)
   b. **5% of Stored Material** .................................... $ -  
   (Column F on G703)
   Total Retainage (Line 5a + 5b or Total in Column J of G703) .................................. $1,156,744.78
6. **TOTAL EARNED LESS RETAINAGE** ........................ $21,978,150.74  
   (Line 4 less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** ........ $20,954,396.54  
   (Line 6 from prior Certificate)
8. **CURRENT PAYMENT DUE** ................................... $1,023,754.20  
9. **BALANCE TO FINISH, PLUS RETAINAGE** ............... $2,285,286.18  
   (Line 3 less Line 6)

**CHANGE ORDER SUMMARY**

<table>
<thead>
<tr>
<th>CHANGE ORDER SUMMARY</th>
<th>ADDITIONS</th>
<th>DEDUCTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total change's approved in previous months by Owner</td>
<td>$97,444.53</td>
<td>$60,277.61</td>
</tr>
<tr>
<td>Total approved this Month</td>
<td>$65,270.00</td>
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<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$162,714.53</strong></td>
<td><strong>$60,277.61</strong></td>
</tr>
<tr>
<td><strong>NET CHANGES by Change Order</strong></td>
<td><strong>$102,436.92</strong></td>
<td></td>
</tr>
</tbody>
</table>

**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** .................. $1,023,754.20

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

**ENGINEER:**

By: [Signature]  
Date: 4/21/17

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.
Alarms Plus, LLC
Alarm Monitoring Agreement

Customer Name: _______________ Phone #: _______________
Customer Name: _______________ Phone #: _______________
Business Name: _______________ Phone #: _______________
Premises Address: 4425 PARK TEN DR OH, Ms 39525
Billing address (if different from Premises):

2. MONITORING SERVICES PROVIDED:

□ 24 Hour Monitoring $20.00/month
□ Other $____________/month
□ Other $____________/month
□ Opening & Closing $____________/month
□ Supervised O&C $____________/month

TOTAL MONTH FEE $20.00/month

Requested payment method
□ Monthly □ Quarterly □ Yearly
□ Mail Invoice
□ Auto-Draft (Please attach voided check)
Routing # _______
Account # ____________
□ Credit Card ___ VISA ___ M/C
Expiration Date ____/____
Card # _______________

Subject to terms and conditions of this agreement, the parties do hereby agree:

Customer Signature: _______________ Date: _______________
Alarms Plus LLC Signature: __________________ Date: _______________

TERMS & CONDITIONS OF ALARMS PLUS LLC HEREAFTER KNOWN AS “THE COMPANY”

1. PAYMENT TERMS. The initial period of this Agreement is three (3) years from the date of installation, after which time it will automatically be renewed for successive thirty (30) day terms unless terminated by either party’s written notice. If cancelled, this contract will end on the last day of the term in which proper notice was received.

2. YOUR EARLY TERMINATION OF THIS CONTRACT. You agree that the charges due under this Contract are based on your Agreement to receive and to pay for the service for one (1) full year. Accordingly, you agree that: if you terminate this contract before the end of its term, you will pay ALARMS PLUS LLC 75% of the remaining balance. These amounts are agreed upon damages and are not a penalty.

3. INCREASES IN CHARGES. “The COMPANY” has the right to increase the annual service charge at any time after the first year. If you give “the COMPANY” a written objection to the increase within thirty (30) days of your receipt of notice of the increase, and if “the COMPANY” does not waive the increase, then you may terminate this Contract effective thirty (30) days after our receipt of your written notice of termination. In this situation, you will not have to pay the early termination charges described in Paragraph 2.

4. ADDITIONAL CHARGES. You agree to pay all directly or indirectly imposed false alarm assessments, taxes, fees or other charges of any police or fire department, or any other governmental body. You agree to pay all telephone or signal transmission company charges for area code, telephone numbering or other changes. You agree to pay “the COMPANY” reprogramming the system if necessary to comply with any area code, telephone numbering or other changes. You agree to pay “the COMPANY” any increases in our cost for facilities used for transmitting alarm signals under this Contract. You agree to pay a service charge if our representative responds to a service call or alarm at your premises because you improperly followed operating instructions, failed to properly lock or close a window, door or other protected point or improperly adjusted monitors or accessories.

Alarms Plus, LLC 4395 Leisure Time Drive
(228) 255-3961
Diamondhead, MS 39525
6. NO LIABILITY - LIMITED LIABILITY. It will be extremely difficult to determine the actual damages that may result from our failure to perform our duties under this Contract. You agree that "THE COMPANY" and our agents, employees, affiliates and parent companies are exempt from liability for any loss, damage, injury or other consequence arising directly or indirectly from the services (including internet/website services) "THE COMPANY" performs or the systems "THE COMPANY" provide under this contract. IF IT IS DETERMINED THAT "THE COMPANY" OR ANY OF OUR AGENTS, EMPLOYEES, AFFILIATES OR PARENT COMPANIES ARE DIRECTLY OR INDIRECTLY RESPONSIBLE FOR ANY SUCH LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE, YOU AGREE THAT DAMAGES SHALL BE LIMITED TO THE GREATER OF $250 OR 10% OF THE AMOUNT YOU HAVE CHARGED YOU FOR SERVICES UNDER THIS CONTRACT. THESE LIMITS ARE AGREED UPON IN WRITING AND ARE NOT A PENALTY. IF THEY ARE YOUR SOLE REMEDY NO MATTER HOW THE LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE IS CAUSED, EVEN IF CAUSED BY OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE TO PERFORM DUTIES UNDER THIS CONTRACT, STRICT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR OTHER FAULT. AT YOUR REQUEST, "THE COMPANY" MAY ADDITIONAL LIABILITY BY ATTACHING AN AMENDMENT TO THIS CONTRACT STATING THE EXTENT OF OUR ADDITIONAL LIABILITY AND THE ADDITIONAL COST TO YOU. YOU AGREE THAT "THE COMPANY" IS NOT AN INSURER EVEN IF "THE COMPANY" ENTERS INTO ANY SUCH AN AMENDMENT.

7. EXCLUSIVE DAMAGES REMEDY. Your exclusive damage and liability remedies are set forth in paragraph 6 above. "THE COMPANY" is not liable to you or any other person for any incidental or consequential damages.

8. HOLD HARMLESS. IN THE EVENT ANY SUIT OR OTHER CLAIM IS FILED BY ANY OTHER PARTY AGAINST "THE COMPANY" OR OUR AGENTS, EMPLOYEES, AFFILIATES OR PARENT COMPANIES ARISING OUT OF THE SERVICES "THE COMPANY" PERFORM OR THE SYSTEMS "THE COMPANY" PROVIDE UNDER THIS CONTRACT, YOU AGREE TO BE SOLELY RESPONSIBLE FOR, AND TO INDEMNIFY AND HOLD "THE COMPANY" COMPLETLEY HARMLESS FROM, SUCH LAWSUIT OR OTHER CLAIM INCLUDING YOUR PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS FEES. THESE OBLIGATIONS WILL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS CONTRACT. THESE OBLIGATIONS WILL APPLY EVEN IF SUCH LAWSUIT OR OTHER CLAIM ARISES OUT OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE TO PERFORM DUTIES UNDER THIS CONTRACT, STRICT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR OTHER FAULT.

9. TIME TO FILE LAWSUIT OR OTHER ACTION. YOU AGREE TO FILE ANY LAWSUIT OR OTHER ACTION YOU MAY HAVE AGAINST "THE COMPANY" WITHIN ONE (1) YEAR FROM THE DATE OF THE EVENT THAT CAUSED THE LOSS, DAMAGE OR LIABILITY.

10. OWNERSHIP. If the system is ALARMS PLUS LLC Owned, "the COMPANY" has the right upon termination of this Contract, to remove, disable or abandon all or any portion of the ALARMS PLUS LLC Owned system. You are required to provide "the COMPANY" access to the system for removal and "the COMPANY" has no obligation to repair or redecorate your premises after any such removal. "the COMPANY" will not waive our right to collect any unpaid charges by such removal, disablement or abandonment of the ALARMS PLUS LLC Owned system. Contract in nontransferable.

12. LIMITED WARRANTY: During the first twelve (12) months after installation, "the COMPANY" will repair or, at our option, replace any defective part of the System, including wiring, and will make any needed mechanical adjustments, all at no charge to you. "the COMPANY" will use new or functionally operative parts for replacements. This limited warranty is for your benefit only, and may not be enforced by any other person. This limited warranty gives you specific legal rights. The laws of the state where this Contract was signed may also give you additional rights. For service call 228-255-3961.

13. WARRANTY EXCLUSIONS. "THE COMPANY" performs warranty services only during our normal working hours. IF YOU REQUEST "THE COMPANY" TO PERFORM WARRANTY SERVICES OUTSIDE OUR NORMAL WORKING HOURS, YOU WILL BE REQUIRED TO PAY "THE COMPANY" FOR THE SERVICES AT OUR THEN APPLICABLE RATES FOR LABOR AND PARTS. THE LIMITED WARRANTY DOES NOT APPLY IF "THE COMPANY" DETERMINE UPON INSPECTION THAT ANY OF THE FOLLOWING CONDITIONS CAUSED THE NEED FOR SERVICE: A. Damage resulting from accidents, theft, Acts of God, natural disasters, labor disputes, war, terrorism, civil strife, electrical surge, insects, animals, rodents, alterations or misuse; B. You fail to properly close or secure the door, window or other point protected by an alarm device; C. You fail to properly follow the operating instructions; D. Trouble in a telephone line, use of non-standard telephone line or service (including but not limited to DSL, ADSL, VOIP, etc.) or due to interruption of power; E. Repairs needed to window roll, security screens, exterior mounted devices or PROM (Programmable Read Only Memory); F. Ordinary maintenance or wear and tear; G. Alterations to your premises; or H. Alterations to the system made at your request, or made necessary by a change to your premises, damage to your premises or the alarm system, or for any other cause beyond our control. "THE COMPANY" will not perform warranty services on any device not installed by "the COMPANY". You must furnish the necessary electrical power through your meter at your expense to obtain warranty services. OUR OBLIGATION TO PROVIDE REPLACEMENT OR REPAIR SERVICE UNDER THIS CONTRACT SHALL BE CONDITIONED UPON THE CONTINUED AVAILABILITY OF THE ORIGINAL PARTS OR COMPONENTS FROM THE ORIGINAL MANUFACTURER.

14. NO OTHER WARRANTIES. OTHER THAN THE LIMITED WARRANTY, "THE COMPANY" MAKES NO GUARANTEE OR WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES "THE COMPANY" PERFORMS OR THE SYSTEMS "THE COMPANY" PROVIDE UNDER THIS CONTRACT. YOUR EXCLUSIVE WARRANTY REMEDY IS SET FORTH ABOVE. "THE COMPANY" IS NOT LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES MAY NOT ALLOW "THE COMPANY" TO LIMIT THE LENGTH OF AN IMPLIED WARRANTY OR TO EXCLUDE OR LIMIT INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE LAWS OF THE STATE WHERE THIS CONTRACT WAS SIGNED WILL DETERMINE WHETHER THESE LIMITATIONS AND EXCLUSIONS APPLY.
16. REPAIRS AND PARTS REPLACEMENT. At your request "the COMPANY" will repair or replace the equipment "the COMPANY" provided at our then-prevailing prices after the Limited Warranty expires. At your request "the COMPANY" will also repair or replace anything excluded from the Limited Warranty at our then-prevailing prices.

16. ALARM MONITORING AND NOTIFICATION SERVICE. "the COMPANY", our agents, employees, affiliates, or parent companies upon receipt of a signal from Customer's Premises indicating that the System has been activated, is responsible only for endeavoring to notify the police, fire, paramedic unit, or other authorities and/or the person or persons whose names and telephone numbers are set forth in the Notification Instructions to be completed by Customer and submitted to "the COMPANY". "the COMPANY", our agents, employees, affiliates, or parent companies may attempt to verify the nature of the emergency by telephoning your Premises prior to notifying the emergency contacts named in the Notification Instructions. YOU UNDERSTAND THAT "THE COMPANY", NOR OUR AGENTS, EMPLOYEES, AFFILIATES, OR PARENT COMPANIES WILL IN NO CASE RESPOND TO THE CALL OR ANY AND ALL FORMS OF COMMUNICATION FAILURE. "THE COMPANY" HAS NO RESPONSIBILITY OR LIABILITY FOR INTERRUPTIONS OF SERVICE, OR ANY RESULTING CONSEQUENCES, WHETHER DUE TO STRIKE, RIOT, FLOOD, FIRE, TERRORISM, ACT OF GOD, OR ANY OTHER CAUSE BEYOND OUR CONTROL. DURING ANY SUCH SERVICE INTERRUPTION, "THE COMPANY" HAVE NO OBLIGATION TO SUPPLY YOU SUBSTITUTE SERVICES.

17. FAILURE TO PAY CHARGES OR HONOR CONTRACT. If you fail to make any payment when due or fail to honor any other term or condition of this Contract, "the COMPANY" may stop providing the alarm monitoring and notification services and repossess or disable the equipment with or without notice. You agree that you will grant "the COMPANY" access to your residence to allow "the COMPANY" to repossess or disable the equipment. You agree that "the COMPANY" has no liability if "the COMPANY" stops providing the alarm monitoring and notification services and repossesses or disables the equipment under the terms of this Contract. You agree that "the COMPANY" is not responsible or liable for any repossess or repair your premises. "the COMPANY" do not waive our right to any other legal remedy, including our right to charge you a late fee at the highest legal amount for each month that a payment is not received or interest at the highest legal rate on the unpaid amount, by stopping to provide the alarm monitoring and notification services or repossessing or disabling the equipment.

18. COMMUNICATION LINK DISCLAIMER: You acknowledge that your alarm equipment may utilize a dialer. The dialer communicates with ALARMS PLUS LLC'S central monitoring provider via telephone lines, DSL lines, Internet service, cellular service, via radio transmission, or by any communication path unknown now but utilized in the future and that the serviceability of any communication path is COMPLETELY BEYOND THE CONTROL OF ALARMS PLUS LLC. You understand that if ALARMS PLUS LLC cannot be reached for any and all reasons after any and all forms of communication failure. Telephone line and the costs associated with such dedicated lines. YOU ALSO UNDERSTAND THAT "THE COMPANY" WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED, OR WHEN ANY NON-STANDARD TELEPHONE LINE OR SERVICE (INCLUDING BUT NOT LIMITED TO DSL, ADSL, VOIP, ETC.) ARE BEING USED. RADIO AND INTERNET INTERFACE. You understand that if your alarm system is connected to our alarm monitoring center by radio frequency or internet connection method there may be times when the system is unable to acquire, transmit or maintain an alarm signal. Such radio frequency and internet methods include cellular or private radio or through an Internet communication facility or Internet service provider(s).

19. CANCELLATION. "the COMPANY" may, at any time, cancel this Contract at our option if: A. Our alarm monitoring center is destroyed or damaged so that it is impractical for "the COMPANY" to continue service; B. "the COMPANY" cannot acquire or retain the transmission connections or authorization to transmit signals between your premises and our alarm monitoring center or the applicable fire or police department or other agency, or between our alarm monitoring center and the applicable fire or police department or other agency; C. You fail to follow our recommendations to repair or replace any defective parts of the system not covered under the Limited Warranty. D. You fail to follow our operating instructions for the system; or E. "the COMPANY" determines that it is impractical to continue service due to the alarm monitoring and notification services and monitors the systems after any and all forms of communication failure. Telephone line and the costs associated with such dedicated lines. YOU ALSO UNDERSTAND THAT "THE COMPANY" WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED, OR WHEN ANY NON-STANDARD TELEPHONE LINE OR SERVICE (INCLUDING BUT NOT LIMITED TO DSL, ADSL, VOIP, ETC.) ARE BEING USED. RADIO AND INTERNET INTERFACE. You understand that if your alarm system is connected to our alarm monitoring center by radio frequency or internet connection method there may be times when the system is unable to acquire, transmit or maintain an alarm signal. Such radio frequency and internet methods include cellular or private radio or through an Internet communication facility or Internet service provider(s).

20. ASSIGNMENT. You may not assign this Contract without our written consent. "The COMPANY" has the right to assign this Contract or to subcontract any of our obligations under it without notifying you.

21. DELAYS. "THE COMPANY" HAS NO RESPONSIBILITY OR LIABILITY TO YOU OR ANY OTHER PERSON FOR DELAYS IN THE INSTALLATION OR REPAIR OF THE SYSTEM OR THE PERFORMANCE OF OUR SERVICES, REGARDLESS OF THE REASON, OR FOR ANY RESULTING CONSEQUENCES. "THE COMPANY" HAS NO RESPONSIBILITY OR LIABILITY FOR INTERRUPTIONS OF SERVICE, OR ANY RESULTING CONSEQUENCES, WHETHER DUE TO STRIKE, RIOT, FLOOD, FIRE, TERRORISM, ACT OF GOD, OR ANY OTHER CAUSE BEYOND OUR CONTROL. DURING ANY SUCH SERVICE INTERRUPTION, "THE COMPANY" HAVE NO OBLIGATION TO SUPPLY YOU SUBSTITUTE SERVICES.

22. ELECTRONIC MEDIA. You agree that "the COMPANY" may scan, image or otherwise convert this Contract into an electronic format of any nature. You also agree that a copy of this Contract produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Likewise, you agree that our receipt by fax of the Contract signed by you legally binds you and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

23. ENTIRE AGREEMENT. This Contract constitutes our entire Agreement. By signing it you admit that you are not relying on our advice or advertisements. You agree that you and "the COMPANY" are not bound by any representation, promise, condition, inducement or warranty, express or implied that is not included in writing in this contract. The terms and conditions of this contract apply as printed without alteration or qualification, unless our authorized representative approves a change in writing. The terms and conditions of this contract shall govern even if you submitted a purchase order or other document with inconsistent or additional terms and conditions. If a court determines that any provision of this Agreement is invalid or unenforceable, that provision shall be deemed amended and enforced to the maximum extent permitted by state law, however, each and every other provision of this Agreement shall continue to be valid and enforceable.
FIELD ORDER

PROJECT: Diamondhead Wastewater Treatment Plant

FIELD ORDER NO.: 12

DATE: 3/23/2017

CONTRACT: 453301.AU

OWNER: Diamondhead Water & Sewer Board

OWNER'S PROJECT NO.: 11240

CONTRACT DATE: November 20, 2015

TO: Max Foote Construction

This Field Order is issued to interpret/clarify the Contract Documents, order minor changes in the work and/or memorialize trade-off agreements. Both parties hereby agree that the work described by this Field Order is to be accomplished without change in Contract Sum, Contract Time, and/or claims for other costs.

DESCRIPTION:

The following sheets shall be revised to incorporate ADA push plate access to the Control Building.

El-01 - Power Plan Dewatering Building - 1st Floor

The precise location of the ADA push plates shall be field coordinated according the attached page titled "ADA Push Plate Locations."

ENGINEER:

By: Alex Leslie, EI

(Date: 3/23/2017)

OWNER:

By: Lindsay L'ecuyer, Sr

(Date: 4/27/17)

CONTRACTOR:

By: 

(Date: )

Page 1 of 1
ADA Push Plate Location

Plan View

East Elevation
FIELD ORDER

PROJECT: Diamondhead Wastewater Treatment Plant

FIELD ORDER NO. 13

DATE: 3/23/2017

CONTRACT: 453301.AU

OWNER: Diamondhead Water & Sewer Board

OWNER'S PROJECT NO.: 11240

CONTRACT DATE: November 20, 2015

TO: Max Foote Construction

This Field Order is issued to interpret/clarify the Contract Documents, order minor changes in the work and/or memorialize trade-off agreements. Both parties hereby agree that the work described by this Field Order is to be accomplished without change in Contract Sum, Contract Time, and/or claims for other costs.

DESCRIPTION:
The following sheets shall be revised to include a motor and keyed entry for the coiling overhead door of the south side on the Storage Building.

E-11 - ELECTRICAL PANEL SCHEDULES
EO-01 - POWER AND LIGHTING PLAN: STORAGE BUILDING

ENGINEER:

By: Greg Taylor, PE

(Authorized Signature)

(Print or Type)

Date: 3/23/2017

(Print or Type)

OWNER:

By: LINDSAY

(Authorized Signature)

(Print or Type)

Date: 4/27/17

(Print or Type)

CONTRACTOR:

By: 

(Authorized Signature)

(Print or Type)

Date: 

(Print or Type)
KEYED NOTES

1. ROLL-UP DOOR OPERATOR, 1/2 HP, 11.2 FLA

2. OPEN/CLOSE/STOP PUSH-BUTTON, PROVIDE BACK BOX AND WIRING TO OPERATOR PER ROLL-UP DOOR VENDOR

3. KEY SWITCH, PROVIDE BACK BOX AND WIRING TO OPERATOR PER ROLL-UP DOOR VENDOR

4. 2/8/12, #12 G, 1/2" C TO SPARE 20A / 150 CF

5. ROLL-UP DOOR, SAFETY PHOTODRIVERS MOUNTED ON EACH SIDE OF DOOR PROVIDED W/ OPERATOR MOUNTING HEIGHT OF PHOTODRIVERS AND WIRING TO OPERATOR PER ROLL-UP DOOR VENDOR.
FIELD ORDER

PROJECT: Diamondhead Wastewater Treatment Plant

FIELD ORDER NO.: 14

DATE: 3/29/2017

CONTRACT: 453301.AU

OWNER: Diamondhead Water & Sewer Board

OWNER'S PROJECT NO.: 11240

DATE: November 20, 2015

CONTRACT DATE: November 20, 2015

TO: Max Foote Construction

This Field Order is issued to interpret/clarify the Contract Documents, order minor changes in the work and/or memorialize trade-off agreements. Both parties hereby agree that the work described by this Field Order is to be accomplished without change in Contract Sum, Contract Time, and/or claims for other costs.

DESCRIPTION:

See the following page for a list of revisions and clarifications regarding various electrical items on the DWSD WWTP.

ENGINEER:

By: Greg Taylor, PE

(Authorized Signature)

Date: 3/28/2017

(Print or Type)

OWNER:

By: LINDSAY LEONARD

(Authorized Signature)

Date: 4/27/17

(Print or Type)

CONTRACTOR:

By: 

(Authorized Signature)

Date: 

(Print or Type)
1. Ground Rods for Bollards
   Install the ground rod and grounding electrode conductor as shown in Bollard Light Foundation detail on Sheet EZ-02, except a 10' ground rod may be installed instead of the 20' ground rod shown.

2. Ground Rod for Plant Lift Station Control Panel
   A 10' ground rod may be installed instead of the 20' ground rod shown in Front View detail on EM-01. Measure its resistance to earth, and if greater than 25Ω, couple additional 10' sections to it until resistance to earth is 25Ω or drive one supplemental ground rod 20' from it and bond the two rods. A #8 Grounding Electrode Conductor may be installed instead of the #2 shown.

3. RTU and Radio in Plant Lift Station Control Panel
   Delete the RTU and Antenna shown on EM-02.

4. Conduits at Gate for Intercom and Access
   For clarification, in addition to the conduit from the Electric Room for the 208V 1ph power to the gate operator, conduits are required:
   a. from the gate operator and cardreader pedestal to the Access Control Panel in the Control Room
   b. from the Cardreader/Intercom Pedestal to the Intercom Master in the corridor

5. 19/c from Plant Lift Station Control Panel to PLC
   For clarification, delete the 19/C shown in the plan on EM-01 and the 1100C control circuit shown in the Control Circuit Schedule on E-12.

6. Intercom
   For clarification, locate the Intercom Master shown in the corridor on EI-06 above the receptacle shown on EI-02.

7. Access Control Panel
   For clarification, locate Access Control Panel in Control R#214 above the receptacle shown on EI-06.

8. Generator Annunciator
   For clarification, there is no annunciator specified in §16231. Therefore, the Cummins 0300-5929-02 annunciator included in Submittal D-16231-001-A is not required.
PICKETS SPACE SMALLER THAN 2 1/4" OR
MESH WITH OPENINGS SMALLER THAN 2 1/4"
TO A MINIMUM HEIGHT OF 48" ABOVE GROUND OVER ENTIRE GATE LENGTH

ENTRAPMENT ZONE #1
PHOTOEYE BEHIND EDGES SHOWN ON LEADING AND TRAILING EDGES OF GATE, AND ON POSTS
POSSIBLE LOCATIONS FOR CONTACT AND NON-CONTACT DEVICES SHOWN ABOVE. OTHER AREAS OF ENTRAPMENT MAY EXIST DEPENDING ON EACH SPECIFIC INSTALLATION.

REFER TO INSTALLATION MANUAL FOR ADDITIONAL DETAILS FOR THE INSTALLATION AND WIRING OF LOOPS, EDGES, AND PHOTOEYES.
April 18, 2017

Ms. Nancy Depreo
Diamondhead Water and Sewer District
4425 Park Ten Drive
Diamondhead, MS 39525

Re: Diamondhead Water and Sewer District
2016 FEMA Lift Station Repair Project
DE Invoice No.: 728-1464-08

Dear Ms. Depreo:

Attached please find Invoice No. 08 for professional services on the above referenced project in the amount of $25,785.00 for engineering services in accordance with our agreement.

Should you have questions or need additional information, please contact our office.

Sincerely,

DIGITAL ENGINEERING

[Signature]
L. Bruce Newton, P.E.
Executive Vice-President

LBN/chc

cc: Mr. Thomas P. Hickey

Enclosures
April 18, 2017
Project No: B7281464.00
Invoice No: 8

Nancy Depreо
Diamondhead Water & Sewer District
4425 Park Ten Drive
Diamondhead, MS 39525

Project B7281464.00 2016 FEMA Lift Station Project

**Professional Services from March 12, 2017 to April 15, 2017**

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Total this Phase $25,785.00

Total this Invoice $25,785.00

Certified By: __________________________ Date: 4/18/17

Leonard Newton, PE, MBA
Diamondhead Water and Sewer District  
4425 Park Ten Drive  
Diamondhead, MS 39525

April 18, 2017

Diamondhead Water and Sewer District  
2016 FEMA Lift Station Project  
INVOICE NO. 728-1464-08

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| PW# 8429                                | $17,018.10       |
| PW# 11280                               | $6,704.10        |
| PW# 11247                               | $2,062.80        |
SECTION 00010

ADVERTISEMENT FOR BIDS

INVITATION TO BID
DIAMONDHEAD WATER & SEWER DISTRICT 2016 FEMA LIFT STATION PROJECT
PROJECT # PW 8429, 11240, 11247, and 11280

Sealed bids for the construction of “DIAMONDHEAD WATER & SEWER DISTRICT 2016 FEMA LIFT STATION PROJECT” will be received by, and addressed to, Attention: GENERAL MANAGER, DIAMONDHEAD WATER AND SEWER DISTRICT, (“OWNER”), at the District’s office located at, 4425 Park Ten Drive, Diamondhead, Hancock County, Mississippi 39525, until 4:00 p.m., Thursday, June 8, 2017. The bids will be opened later that evening during the Diamondhead Water and Sewer District Board Meeting which starts at 6:00 pm at City of Diamondhead, 5000 Diamondhead Circle, Diamondhead, MS 39525.

The Diamondhead WWTP Project requires the successful Bidder to (1) demolish and construct Sewer Lift Station No. 5; (2) rehabilitate Lift Station Nos. 1, 7, 10, 13, 22, 26B, 27 and 30B; and (3)provide all appurtenances as shown on the Plans. The project work shall include construction of all facilities and furnishing of all equipment required to complete, test, and make ready for use by the Owner all structures, equipment, and systems, together with the establishment of vegetation as specified in the Contract Documents.

Contract Documents may be examined at:
(1) Diamondhead Water and Sewer District located at 4425 Park Ten Drive, Diamondhead, MS 39525, (228) 255-5813 (Extension 225); or
(2) Digital Engineering & Imaging, Inc., located at 314 Coleman Ave, Waveland, Mississippi 39576; Phone: (228) 463-0130.

An electronic copy of the Contract Documents can be purchased from Digital Engineering & Imaging, Inc. for a non-refundable fee of $75.00. The electronic set of Contract Documents will exclude any addendum(s) issued prior to opening of the bids. Fees shall be paid by check payable to Digital Engineering & Imaging, Inc. at the time the electronic copy of the Contract Documents is requested.

All questions pertaining to clarification of the bidding documents shall be directed in writing to John M. Stein, PE at jstein@deii.net.

Each Bid shall be submitted in accordance with the Instructions to Bidders and shall be accompanied by the Bid Security (as defined in Section 00100 Instructions to Bidders) in the amount of not less than five percent (5%) of the Bid. The Bid Bond may be from a surety acceptable to the Owner satisfying the requirements specified in the Contract Documents or Certified Check upon a national (legally recognized to conduct business in the State of Mississippi) or state bank, payable without recourse to the Diamondhead Water and Sewer District as a guarantee that the Bidder will within seven (7) days after the Notice of Award enter into a Contract. The Successful Bidder must furnish a Performance Bond and a Payment Bond equal to 100% of the Contract amount each with a surety company acceptable to the OWNER and in a form acceptable to the OWNER.

Bids may be modified or withdrawn at any time prior to the time set for opening Bids. Bidders may not withdraw their Bids for a period of ninety (90) calendar days after the actual date of the opening of the Bids.
Complete instructions for filing Bids are included in the Instructions to Bidders.

A Pre-Bid Conference will be held at the Diamondhead Water and Sewer District office on **Friday, May 19, 2017, at 10:00 AM**. An optional site visit will be held immediately following the pre-bid conference.

The Owner reserves the right after opening Bids to reject any or all Bids, to waive any informality (non-responsiveness) in a Bid, or to make award to the lowest qualified, responsive, and responsible Bidder and reject all other Bids, as it may best serve the interest of the OWNER.

Publish Dates:

To be published on May 3, 2017 & May 10, 2017

Forward Proof of Publication and Bill to:

Diamondhead Water & Sewer District
Toni F. Wilson, Comptroller
4425 Park Ten Drive
Diamondhead, MS 39525
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**ON AGENDA FOR APPROVAL**