

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

PRESENT: 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 Malley, second by Commissioner Nolan to amend the agenda to (1) add Item 8.2.A for approval of a construction contract with Magnolia Construction for the 2016 FEMA Lift Station Repair and Mitigation Project as recommended by the Project Engineer; (2) add Item 11.3. acknowledging receipt of the 2017 Utility Service Study proposals; and (3) table Item 11.2. to discontinue use of Fluoride in the water system. Motion carried unanimously.*

5. **Public Comments.** None.

6. **GM's Report.**

- 6.1. Proposals for 2017 Utility Service Study were opened and distributed to the Board.
- 6.2. **WWTP Construction Project.**
- 6.2.A. The old plant demolition is at 91%, compared to scheduled completion of 70%.
- 6.2.B. The new WWTP construction completion is at 99.5%, compared to scheduled completion of 98.9%.
- 6.2.C. Overall project completion is at 99.2%, compared to scheduled completion of 98.17%.
- 6.2.D. The next MEMA meeting is scheduled for August 17, 2017 @ 9:00am.
- 6.2.E. The WWTP Monthly Progress Meeting is scheduled for Tuesday, August 15, 2017 @ 1:00pm. Final walk through of the WWTF will occur at that meeting.
- 6.2.F. Item 8.1.A. on the agenda is Volkert's invoice No. 21 in the amount of \$27,362.50.
- 6.2.G. Item 8.1.B. on the agenda is Linfield, Hunter & Junius' invoice in the amount of \$23,092.74.

6.2.H. Item 8.1.C. on the agenda is Change Order No. 8, which is being presented as a result of Change Directive No. 1. Change Order No. 8 changes Max Foote Construction's contract amount to \$24,284,267.62, an increase of \$20,831.00, with no increase in days, and is for electrical items and panic push bars for the MCC Room.

6.2.I. Item 8.1.D. on the agenda is Max Foote Construction Company's Pay Request No. 18 in the amount of \$308,719.60.

6.3. Lift Station Repair & Mitigation.

6.3.A. Item 8.2.A. on the agenda is approval of the construction contract with Magnolia Construction for the 2016 FEMA Lift Station Repair and Mitigation Project.

6.3.B. The Pre Construction for the 2016 FEMA Lift Station Repair and Mitigation Project meeting is scheduled for Wednesday, August 2, 2017 @ 2:00 PM.

6.4. Miscellaneous Items.

6.4.A. Item 11.1. on the agenda is approval for Ryan Ralph to attend the short course for Water Certification.

6.4.B. Ty Necaize will begin work assisting on the 2017-2018 Budget. Commissioner comments regarding the District's vehicle purchase plan are needed prior to August 10, 2017 meeting.

7. Minutes.

7.1. Motion by Commissioner Boan, second by Commissioner Nolan to approve the Minutes for the Regular Meeting held on July 13, 2017. Motion carried unanimously. (Attachment A).

8. Construction Projects.

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

8.1.A. Motion by Commissioner Nolan, second by Commissioner Malley to approve Invoice No.21 from Volkert Inc. for special services in the amount of \$27,362.50 for time period June 10, 2017 to July 14, 2017. Motion carried unanimously. (Attachment B).

8.1.B. Motion by Commissioner Nolan, second by Commissioner Boan to approve Invoice LHJ23445 (22) from Linfield, Hunter & Junius, Inc. for Project Management Services in the amount of \$23,092.74 for period of June 11, 2017 to July 15, 2017. Motion carried unanimously. (Attachment C).

8.1.C. Motion by Commissioner Nolan, second by Commissioner Malley to approve Max Foote Change Order No. 8 in the amount of a net increase of \$20,831.00 thereby changing the overall contract amount to \$24,284,267.92 with no net increase in days. Motion carried unanimously. (Attachment D).

8.1.D. Motion by Commissioner Boan, second by Commissioner Malley to approve Pay Request No.18 from Max Foote Construction Co. in the amount of \$308,719.60 for construction work completed June 14, 2017 to July 20, 2017. Motion carried unanimously. (Attachment E).

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

Update on GM's Report.

8.2.A. Motion by Commissioner Boan, second by Commissioner Nolan to approve the award of the construction contract for the 2016 FEMA Lift Station Repair and Mitigation project to Magnolia Construction LLC, as recommended by Digitol Engineering, the Project Engineer; to authorize the Vice-Chairman to execute same; and to authorize the General Manager, along with the Engineer of record, to issue the notice to proceed upon receipt of the required insurance and bond requirements as specified. Motion carried unanimously. (Attachment F).

9. Financial Motions.

9.1. Motion by Commissioner Boan, second by Commissioner Nolan to approve the Docket of Claims in the amount of \$52,647.57. Motion carried unanimously. (Attachment G).

Unapproved Docket of Claims.

(Attachment H)

(Approved by Board Motions on this agenda)

10. Old Business. None.

11. New Business / Discussion Item.

11.1. Motion by Commissioner Malley, second by Commissioner Nolan to approve Ryan Ralph to attend MSRWA and MS State Department of Health Water Certification Short Course from September 11-15, 2017 in the amount of \$404.10. Motion carried unanimously. (Attachment I).

~~11.2. Motion to discontinue fluoridation in the water system and notify residents in the August 22, 2017 monthly billing using MSDH form PN1; allow public feedback at the regularly scheduled Board meeting on September 28, 2017; publish second notification on the District's website on September 29, 2017 using MSDH form PN2; direct water operator to discontinue fluoridation effective October 2, 2017 and post on the District's website that the water system does not supply fluoridated water until October 2, 2018.~~

11.3. Motion by Commissioner Boan, second by Commissioner Nolan to acknowledge receipt of eight(8) Proposals for the 2017 Utility Service Study. Motion carried unanimously. (Attachment J).

11.4. Motion by Commissioner Schafer, second by Commissioner Nolan to discuss the need for Executive Session. Motion carried unanimously.

Motion by Commissioner Schafer, second by Commissioner Nolan to go into Executive Session to discuss potential litigation. Motion carried unanimously.

Motion by Commissioner Schafer, second by Commissioner Nolan to come out of Executive Session and go back into Regular Session. Motion carried unanimously.

District Counsel advised that the purpose of the Executive Session was to discuss potential litigation regarding funding for the WWTF.


No action was taken in Executive Session.

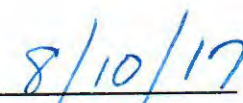
12. Next meeting.

The next meeting of the Board of Commissioners is scheduled for August 10, 2017 at 6:00PM at Diamondhead City Hall, 5000 Diamondhead Circle, Diamondhead, MS.

13. Adjournment @ 6:50pm. Motion by Commissioner Boan, second by Commissioner Nolan. Motion carried unanimously.




Vice-Chairman


Date

**DIAMONDHEAD WATER AND SEWER DISTRICT
REGULAR MEETING MINUTES
July 13, 2017 – 6:00 p.m. (Central Time)
City Hall, Diamondhead, MS 39525**

PRESENT: 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 Nolan, second by Commissioner Boan to approve the agenda. Motion carried unanimously.*
5. **Public Comments.** Mr. Herman Woessner, resident of Diamondhead, requested a brief explanation of the process in which the Diamondhead Water & Sewer District Board of Commissioners is appointed.
6. **GM's Report.**
 - 6.1. **WWTP Construction Project.**
 - 6.1.A. Contractor's Progress Report for June:
 1. Completed installation of site lighting and canopy lighting.
 2. Completed installation of fence and brick columns.
 3. Completed installation of panic bars in MCC room.
 4. Continued installation of entrance gate.
 5. Continued installation of electrical and site lighting.
 6. Continued demolition of existing plant site.
 7. Continued seeding and fertilizing of site.
 8. Continued addressing punch list items.
 - 6.1.B. Contractor's Scheduled Progress for July:
 1. Installation of slide gates at activated sludge tanks.
 2. Installation of actuating valves at the headworks.
 3. Completion of entrance gate accessories and landscaping.
 4. Completion of demolition of existing plant site.
 5. Completion of sludge dewatering demonstration and training.
 - 6.1.C. The next MEMA meeting is scheduled for July 20, 2017 @ 9:00 am.
 - 6.1.D. The WWTP monthly progress meeting is scheduled for Tuesday, August 15, 2017 in conjunction with the final walk through.
 - 6.1.E. The ribbon cutting for the WWTP is scheduled for Tuesday, July 18, 2017 @ 10:00am.

6.1.F. Overall project completion is at 98.01%.

6.1.G. Final Remaining Completion Items:

1. Solids handling/belt filter press training and startup schedule.
2. Substantial completion punch list.
3. Online training and testing for operators.
4. Certificate of Occupancy.
5. Final walk through tentatively scheduled for August 15, 2017.

6.1.H. Volkert's revised invoice using current contract rates, appears on the agenda as Item 8.1.A. for consideration and approval.

6.1.I. A time extension request to MEMA for PW11240 to allow time to complete the SCADA work for the 2016 FEMA Lift Station Project appears on the agenda as Item 8.1.B. for consideration and approval. All SCADA work for declared storm 1604 is included in PW11240.

6.2. Lift Station Repair & Mitigation.

6.2.A. Award recommendation for the contract, together with a request from Moran Hauling Inc. to withdraw their bid for the 2016 FEMA Lift Station Project appears on the agenda as Item 8.2.A. and 8.2.B. for consideration and approval.

6.3. Agenda Item 11.1. is a motion to consider declaring copiers being replaced by those approved for purchase on 6/22/2017 as surplus and subject to disposal.

6.4. Agenda Item 11.2. is a motion to consider the purchase of a new SCADA server for the WWTP.

7. Minutes.

7.1. Motion by Commissioner Nolan, second by Commission Malley to approve the Minutes for the Regular Meeting held on June 22, 2017. Motion carried unanimously. (Attachment A).

8. Construction Projects.

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

8.1.A. Motion by Commissioner Boan, second by Commissioner Nolan to approve Invoice No.20 from Volkert Inc. for special services in the amount of \$98,602.40 for time period May 13, 2017 to June 9, 2017. Motion carried unanimously. (Attachment B).

8.1.B. Motion by Commissioner Nolan, second by Commissioner Malley to request a time extension for Project Worksheet 11240 (Wastewater Treatment Plant) from Mississippi Emergency Management Agency from December 31, 2017 until December 31, 2018. Motion carried unanimously. (Attachment C).

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

Bruce Newton, PE, MBA, Digital Engineering, presented the Board with his firm's recommendation regarding the bid award for the Lift Station Repair and Mitigation Project. (Attachment D).

8.2.A. Motion by Commissioner Malley, second by Commissioner Boan to accept bid withdraw request from Moran Hauling Inc. for the 2016 FEMA Lift Station Project. Motion carried unanimously. (Attachment E).

8.2.B. Motion by Commissioner Boan, second by Commissioner Nolan to award contract for the 2016 FEMA Lift Station Project to Magnolia Construction Company, LLC in the amount of \$3,334,676.60 for the 2016 FEMA Lift Station Project, as recommended by the District Engineer of record, Digital Engineering, at the lowest and best bid. Motion carried unanimously. (Attachment F).

9. Financial Motions.

9.1. Motion by Commissioner Boan, second by Commissioner Malley to approve the Docket of Claims in the amount of \$96,328.49. Motion carried unanimously. (Attachment G).

Report by Secretary/ Treasurer - Mr. David Boan.

9.2. Treasurer's Report 06/30/2017. (Attachment H).

9.3. Revenue & Expense Summary Report 06/30/2017. (Attachment I).

10. Old Business. None.

11. New Business / Discussion Item.

11.1. Motion by Commissioner Nolan, second by Commissioner Malley to declare the property listed below to be surplus property having a fair market value of zero, and, thus, pursuant to the authority granted by Miss. Code Ann. 17-25-25 (1972), as amended, in the best interest of the District to authorize the General Manager to dispose of said surplus property with no fair market value in a prudent and economically feasible manner. Motion carried unanimously. (Attachment J).

*HP Laserjet 1536dnf MFP multifunction printer
Inventory Tag#1058 (Serial No. CNC9C6KDVN)*

*HP Laserjet M5035MFP multifunction printer/copier/scanner/fax
Inventory Tag#1241 (Serial No. CNBLB309077)*

*HP Laserjet M5035MFP multifunction printer/copier/scanner/fax
Inventory Tag#1293 (Serial No. CN4LB13922)*

11.2. Motion by Commissioner Boan, second by Commissioner Nolan to approve SCADA server and associated appurtenances from lowest quote, SHI in the amount of \$5,820.34. Motion carried unanimously. (Attachment K).

11.3. Motion by Commissioner Malley, second by Commissioner Nolan to advertise for Auditing Firm to perform the 2016-2017 Fiscal Audit. Motion carried unanimously. (Attachment L).

12. Next meeting.

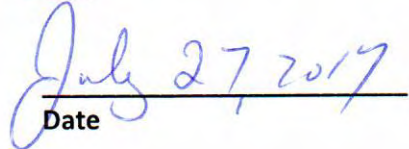
The next meeting of the Board of Commissioners is scheduled for July 27, 2017 at 6:00PM at Diamondhead City Hall, 5000 Diamondhead Circle, Diamondhead, MS.

13. Adjournment @ 6:20pm. Motion by Commissioner Boan, second by Commissioner Malley. Motion carried unanimously.

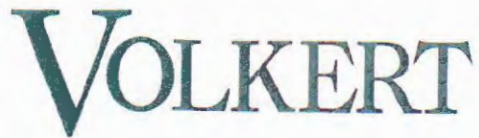


Vice-Chairman





Date



Volkert, Inc.

111 East Capitol Street
Suite 250
Jackson, MS 39201

Office 601.961.0101
Fax 601.961.0102

www.volkert.com

July 19, 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:

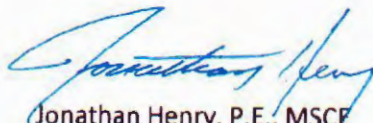
Enclosed is Invoice No. 21, dated July 18, 2017, for services related to the Construction of the New Wastewater Treatment Facility in accordance with contract dated October 23, 2014 and supplemental work assignment No. 2, dated May 7, 2015.

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,


Jonathan Henry, P.E., MSCE
Project Design Manager

/slw

Enclosures

2HD
7/21/17

Office Locations:

Birmingham, Foley, Mobile, Montgomery, Alabama • Chipley, Ft. Myers, Gainesville, Orlando, Pensacola, Tampa, Florida
Atlanta, Georgia • Collinsville, Belleville, Wheaton, Illinois • Baton Rouge, New Orleans, Shreveport, Slidell, Louisiana
Jackson, Mississippi • Raleigh, Wilmington, North Carolina • Harrisburg, Pennsylvania • Chattanooga, Nashville, Tennessee
Austin, Dallas-Ft. Worth, Houston, Texas • Alexandria, Chesapeake, Virginia • Washington, D.C.



Please change remittance address to lockbox:

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

Volkert, Inc.

3809 Moffett Road Mobile AL 36618
P.O. Box 7434 Mobile AL 36670
251.342.1070

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

Payment No.: 21
Invoice No.: 02107002
Date: July 18, 2017
Contract No.: 453301.39

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

	Job To Date Hrs			Current Period	Total to Date
1- Principal	424.50 hrs	x	240.00 per hr	0.00	101,880.00
14-2 Manager	45.00 hrs	x	225.00 per hr	0.00	10,125.00
3- Supervisor	355.00 hrs	x	170.00 per hr	2,040.00	60,350.00
4- Supervisor	-2.00 hrs	x	170.00 per hr	0.00	(340.00)
4- RPR Manager 1	871.50 hrs	x	155.00 per hr	6,277.50	135,082.50
5- Staff 2 Professional	1,690.50 hrs	x	120.00 per hr	600.00	202,860.00
6- Staff 1 Professional	1,445.50 hrs	x	85.00 per hr	2,125.00	122,867.50
7- Designer	6.00 hrs	x	100.00 per hr	0.00	600.00
8- RPR Manager 2	0.00 hrs	x	135.00 per hr	0.00	0.00
9- RPR Manager 3	2.50 hrs	x	215.00 per hr	0.00	537.50
10- RPR Insp 2	3,082.00 hrs	x	85.00 per hr	16,320.00	261,970.00
15- RPR Insp 1	42.00 hrs	x	55.00 per hr	0.00	2,310.00
11- Drafter	18.50 hrs	x	60.00 per hr	0.00	1,110.00
12- Technician	112.50 hrs	x	75.00 per hr	0.00	8,437.50
13- Administrative Assistant	59.25 hrs	x	70.00 per hr	0.00	4,147.50
14- Expenses (Manchac)				0.00	4,661.29
				27,362.50	916,598.79
<u>Construction Materials Testing</u>					
The Beta Group				0.00	108,804.57
<u>Construction Administration Services</u>					
M3A Architecture, PLLC				0.00	45,500.00
<u>Reimbursable Expense</u>					
Dale Stockstill (PHC03) Settlement Plate Monitoring				0.00	1,090.00
<u>Survey Services</u>					
James J. Chiniche, P.A., Inc.				0.00	350.00

Terms: Net cash upon receipt of invoice. A finance charge of 1.5% per month (18% per annum) will be added to the balance unpaid after 30 days from the invoice.
SBW

Please change remittance address to lockbox:

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


Volkert, Inc.

3809 Moffett Road Mobile AL 36618
P.O. Box 7434 Mobile AL 36670
251.342.1070

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

Payment No.: 21
Invoice No.: 02107002
Date: July 18, 2017
Contract No.: 453301.39

Total Amount Earned To Date	27,362.50	1,072,343.36
Less: Previous Invoices		<u>1,044,980.86</u>
AMOUNT DUE	27,362.50	27,362.50


Sarah Beth Walker
Administrative Coordinator



LINFIELD, HUNTER & JUNIUS, INC.
 PROFESSIONAL ENGINEERS, ARCHITECTS,
 LANDSCAPE ARCHITECTS AND SURVEYORS
 3608 18th Street / Suite 200
 Metairie, Louisiana 70002
 (504) 833-5300 / (504) 833-5350 fax
 lhp@lhjunius.com

Ralph W. Junius, Jr., P.E.
 Nathan J. Junius, P.E., P.L.S.
 Sergio J. Girau, P.E.
 Anthony F. Goodgion, P.E.
 Stephen R. Braquet, AIA
 J. Greg Cantrell, PLA
 Charles T. Knight, P.E.
 Robert E. Nockton, P.E.
 Mark K. Annino
 Daniel F. Bobeck, P.E.
 Benjamin N. Chadwick, AIA
 Wesley R. Eustris, P.E.
 James K. Farrelly, P.E.
 Daniel A. Flores, P.E.
 Casey M. Genovese, P.E.
 Jedidiah S. Hellmich, P.E.
 William M. Katzenmeyer, P.E.
 Timothy J. Roth, P.E.
 Alan D. Schulz, Sr., P.E.
 Luis F. Sosa, P.E.
 Richard A. Van Wooten, P.E.

N+D
 7/21/17

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

Re: Project Management Services for the
 Construction of the District's New
 Wastewater Treatment Plant and
 Related Facilities

July 18, 2017

Our File #: 15-134

Our Invoice #: LHJ23445

For professional services rendered in connection with the above referenced project through July 15, 2017;

TASK B - PM ON SITE REPRESENTATION

Task B - Resident Inspection:

Nicholas P. Talbot Inspector	184.0 hours @ \$105.00/hour	\$ 19,320.00	① ✓
TOTAL DUE FOR TASK B - PM ON SITE REPRESENTATION		\$ 19,320.00	

TASK C - CONSTRUCTION CONTRACT PROJECT MANAGEMENT

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

Charles T. Knight Engineering Manager	4.0 hours @ \$240.00/hour	\$ 960.00	② ✓
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Task C6 - Preparation of Monthly Status Reports:

Sam Green Bookkeeper	2.0 hours @ \$55.00/hour	\$ 110.00	③
Charles T. Knight Engineering Manager	2.5 hours @ \$240.00/hour	600.00	
Subtotal		\$ 710.00	④

Invoice #LHJ23445 continued.....

Task C11 - Evaluate Change Order Proposals for Changes or Additions During Construction Phase:

Bryan K. Parks	2.0 hours @ \$150.00/hour	\$ 300.00
Landscape Architect		

(5)

Task C15 - Administer Substantial Completion of Construction:

Charles T. Knight	1.0 hours @ \$240.00/hour	\$ 240.00
Engineering Manager		

(6) ✓

**TOTAL DUE FOR TASK C -CONSTRUCTION CONTRACT
PROJECT MANAGEMENT**

\$ 2,210.00

TOTAL LABOR CHARGES FOR TASKS A, B, & C

\$ 21,530.00

Reimbursable Expenses:

Mileage on Task B	2801.00miles @ \$0.535	\$ 1,498.54
Mileage on Task C	120.0 miles @ \$0.535	<u>64.20</u>

Total Reimbursable Expenses	<u>\$ 1,562.74</u>
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TOTAL DUE THIS INVOICE

\$ 23,092.74

PLEASE MAIL CHECKS PAYABLE TO LINFIELD, HUNTER & JUNIUS, INC.
MAIL PAYMENTS TO 3608 18TH STREET, METAIRIE, LA 70002

Max Foote Construction

225 Antibes St. West, Suite 3
Mandeville, LA 70448
Phone: (985) 624-8569

**DIAMONDHEAD WASTEWATER
TREATMENT PLANT
PROJECT NO. PW11240**

VOLKERT

111 E. Capitol Street
Jackson, MS 39201
Phone: (601) 961-0101

CHANGE ORDER No.: 008

OWNER Diamondhead Water and Sewer District

CONTRACTOR Max Foote, LLC

Contract: Diamondhead Wastewater Treatment Plant

Project: Diamondhead Wastewater Treatment Plant

OWNER's Contract No. PW11240

ENGINEER's Contract No. 453301.MU

ENGINEER Volkert, Inc.

You are directed to make the following changes in the Contract Documents:

Description of Change Order:

Various Electrical Revisions

Reason for Change Order:

The electrical revisions included account for various changes coordinated in the field to allow continued construction progress. The addition of the panic doors in the electrical room provide compliance with the NEC.

Attachments: (List documents supporting change)

1. CO# 008B - Electrical Revisions

3. _____

2. CO# 008E - Electrical Room Doors Panic Bars

4. _____

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>24,161,000.00</u>
Net Increase (Decrease) from previous Change Orders No. <u>-</u> to: <u>07</u> \$ <u>102,436.92</u>
Contract Price prior to this Change Order: \$ <u>24,263,436.92</u>
Net increase (decrease) of this Change Order: \$ <u>20,831.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>WWTP - 06/27/2017</u> Ready for final payment: <u>10/10/2017</u> (days or dates)
Net change from previous Change Orders No. <u>-</u> to No. <u>07</u> : Substantial Completion: <u>23</u> Ready for final payment: <u>23</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>563</u> Ready for final payment: <u>668</u> (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)

Max Foote Construction

225 Antibes St. West, Suite 3
Mandeville, LA 70448
Phone: (985) 624-8569

DIAMONDHEAD WASTEWATER
TREATMENT PLANT
PROJECT NO. PW11240

VOLKERT
111 E. Capitol Street
Jackson, MS 39201
Phone: (601) 961-0101

Contract Price with all approved Change Orders:

\$ 24,284,267.92

Contract Times with all approved Change Orders:


Substantial Completion: WWTP - 07/20/2017

Ready for final payment: 11/02/2017

(days or dates)

ENGINEER RECOMMENDED:

By:



(Authorized Signature)

Robert Teem, PE

(Print or Type)

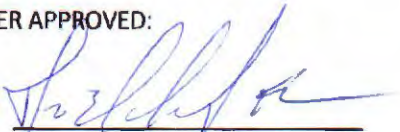
Date:

7/24/17

(Print or Type)

OWNER APPROVED:

By:



(Authorized Signature)

Thomas E. Schaffer, PE

(Print or Type)

Date:

7/27/17

(Print or Type)

CONTRACTOR ACCEPTED:

By:



(Authorized Signature)

John D. Brown

(Print or Type)

Date:

7/24/2017

(Print or Type)

APPLICATION AND CERTIFICATE FOR PAYMENT

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

PROJECT: Diamondhead WWTP
Diamondhead, MS

VIA ENGINEER: Volkert
111 E. Capitol Street, Suite 250
Jackson, MS 39201

APPLICATION NO: 18
PERIOD TO: 7/20/2017
BEGIN PERIOD: 6/14/2017

DISTRIBUTION TO:
___ OWNER
___ ENGINEER
___ CONTRACTOR

Project No. 11240
CONTRACT DATE: 11/20/2015

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

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.....	\$123,267.92
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$ 24,284,267.92
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 24,106,323.52
(Column G on G703)	
5. RETAINAGE:	
a. 5% of Completed Work	\$ 1,205,316.18
(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).....	\$ 1,205,316.18
6. TOTAL EARNED LESS RETAINAGE.....	\$ 22,901,007.34
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 22,592,287.74
(Line 6 from prior Certificate).....	
8. CURRENT PAYMENT DUE.....	\$ 308,719.60
9. BALANCE TO FINISH, PLUS RETAINAGE	
(Line 3 less Line 6).....	\$ 1,383,260.58

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: 

Date: 7/20/2017

$24,267,436.92 + \text{COS } 20,831.00 = 24,284,267.92$ NHD

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 \$ 308,719.60

(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: _____

Date: _____

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total change's approved in previous months by Owner	162,714.53	60,277.61
Total approved this Month	\$ 20,831.00	
TOTALS	\$183,545.53	\$60,277.61
NET CHANGES by Change Order		\$123,267.92

NHD
7/21/17

MAGNOLIA CONSTRUCTION COMPANY, L.L.C.

P.O. Box 66096
Baton Rouge, La 70896
225-355-7787
Fax: 225-356-6026
LA Contractors' License 38553
MS Certificate of Responsibility 00188

Hand Carried

July 19, 2017

RECEIVED

JUL 20 2017

DIGITAL ENGINEERING

Attn: Mr. John M. Stein, P.E.
Digital Engineering
314 Coleman Ave.
Waveland, Ms. 39576

Re: Diamondhead Water & Sewer District – 2016 FEMA Lift Stations
Engineer's Project No. 728-1464

Dear: Mr. Stein,

Attached you will find three original contracts and Performance & Payment Bonds for the above referenced project signed by us, but not dated. Typically, the contracts and Bonds are dated the date the Owner signs the contracts. The bonding company requires that the bonds and powers-of-attorney be dated the same as the contract.

Also we are attaching one Notice of Award, and Insurance certificates as directed.

We look forward to getting started and working with you and the Diamondhead Water & Sewer District on this project.

If you should have any questions, or need any additional information please don't hesitate to contact us.

Sincerely,



William C. Selig
President

DIGITAL ENGINEERING & IMAGING INC.314 Coleman Ave.
Waveland, MS 39576

(228) 463-0130

FAX: (228) 463-0160

LETTER OF TRANSMITTAL

DATE	7/24/2017	JOB NO.	728-1464
ATTENTION	Ms. Nancy Depreo		
RE:	Diamondhead Water and Sewer District		
	2016 FEMA Lift Station Project		
	Magnolia Construction Co., LLC		

VIA: Hand Delivery
TO Diamondhead Water and Sewer District4425 Park Ten DriveDiamondhead, MS 39525

WE ARE SENDING YOU

☒ Attached☐ Under separate cover via _____ the following items:☐ Shop drawings☐ Prints☐ Plans☐ Samples☐ Specifications☐ Copy of letter☐ Change Order☒ Agreements

COPIES	DATE	DESCRIPTION
3		Set of Agreements, Payment Bond, Performance Bond, Insurance

THESE ARE TRANSMITTED as checked below

☒ For approval☐ Approved as submitted☐ Resubmit ____ copies for approval☒ For your use☐ Approved as noted☐ Submit ____ copies for distribution☐ As requested☐ Returned for corrections☐ Return ____ corrected prints☐ For review and comment☐ _____

FOR BIDS DUE _____ 20____

☐ PRINTS RETURNED AFTER LOAN TO USREMARKS **Once approved please sign and date by all of the flags on each set and return 2 complete sets to us for our files and distribution to the contractor.**COPY TO FileSIGNED: Candice H. Cox

Candice H. Cox

If enclosures are not as noted, kindly notify us at once

NOTICE OF AWARD

Dated: July 13, 2017

Project: 2016 FEMA Lift Stations	Owner: Diamondhead Water & Sewer District	Contract No.: PW's 8429, 11280, & 11247
Contract.: Diamondhead Water && Sewer District 2016 FEMA Lift Stations		Engineer's Project No.: 728-1464
Bidder: Magnolia Construction Company		
Bidder's Address: (send Certified Mail, Return Receipt Requested) 2654 Mission Drive		

Baton Rouge, LA 70805

You are notified that your Bid dated June 8, 2017 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for:

2016 FEMA Lift Stations

The Contract Price of your Contract is \$3,334,676.60.

Three (3) copies of each of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen (15) days of the date you receive this Notice of Award.

1. Deliver three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security bonds and certificates of insurance as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.03).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Deliver documents to: Digital Engineering, 314 Coleman Ave, Waveland, MS 39576.

Diamondhead Water & Sewer District, Owner

By: 

Thomas Schafer
Vice-Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by 

this the 19th day of JULY, 2017.

By: 

(Signature)

Title: MANAGER / PRESIDENT

Copy to Engineer

SECTION 00500

AGREEMENT

**2016 FEMA LIFT STATION PROJECT
for
THE DIAMONDHEAD WATER AND SEWER DISTRICT**

THIS AGREEMENT is dated as of the 27th day of July in the year 2017, by and between THE DIAMONDHEAD WATER AND SEWER DISTRICT, hereinafter called the OWNER, and MAGNOLIA CONSTRUCTION COMPANY LLC, hereinafter called the CONTRACTOR.

The OWNER and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the above Contract. The work is generally described as follows:

The Contract Works consists of demolition and construction of Sewer Lift Station No. 5 and the Rehabilitation of Lift Station Nos. 1, 7, 10, 13, 22, 26B, 27 and 30B, and 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, and establishment of vegetation, as specified in the Contract Documents.

ARTICLE 2. ENGINEER.

The Project has been designed by Digital Engineering & Imaging Inc., who is hereinafter called the ENGINEER and who will assume all duties and responsibilities and have the rights and authority assigned to the ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed within 365 calendar days from the date when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions.
- 3.2 Liquidated Damages will apply to this Project. The OWNER and the CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the Work is not completed within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The OWNER & CONTRACTOR also recognize the delays, expense, and difficulties involved in proving the actual losses suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that, as liquidated damages for delay (but not as a penalty), the CONTRACTOR shall pay to the OWNER the amount of Five Hundred and 00/100 dollars (\$500.00) for each calendar day that expires after the Contract Time specified in Paragraph 3.1 for Substantial Completion, until the Work is substantially complete.

ARTICLE 4. CONTRACT PRICE.

- 4.1 The OWNER shall pay the CONTRACTOR for performance of the work in accordance with the Contract Documents in current funds at the lump sum or unit prices presented in the approved Bid Form Schedule of Prices. The Total Base Bid Sum presented in the approved Bid Form Schedule of Prices is agreed to be:

THREE MILLION THREE HUNDRED THIRTY FOUR THOUSAND SIX HUNDRED SEVENTY SIX DOLLARS AND SIXTY CENTS (\$3,334,676.60).

4.2 The parties expressly agree that the Contract Price is a stipulated sum.

ARTICLE 5. PAYMENT PROCEDURES.

The CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions and Section 01152, "Requests for Payment," under the General Requirements Division. Applications for Payment will be processed by the ENGINEER as provided in same.

5.1 Progress payments shall be made monthly. The OWNER shall make monthly progress payments on the basis of the CONTRACTOR's Applications for Payment, as recommended by the ENGINEER, on or about the thirtieth (30th) day following receipt by the OWNER. Progress payments will be based upon estimated quantities of completed contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the work on the last day of each month, or other mutually agreed regular monthly date ending the progress payment period.

5.2 Retainage will be withheld from progress payments. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as the ENGINEER shall determine, or the OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

- A. 95% of Work completed with the balance being retainage.
- B. 95% (with the balance being retainage) of material and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the OWNER as provided in paragraph 14.02 of the General Conditions).
- C. On projects in which the Contract Price is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater, or on any contract with a subcontractor, regardless of amount, five percent (5%) shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the ENGINEER's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned for distribution to the appropriate subcontractors and suppliers. After 50% completion, projects of this magnitude shall have a retainage withheld at the rate of two and one-half percent (2½%), provided that the project is on schedule and satisfactory in the ENGINEER's opinion.
- D. Securities in Lieu of Retainage. Mississippi Law provides that in all public contracts the CONTRACTOR may withdraw the whole or any portion of the amount retained from payments due the CONTRACTOR by depositing an acceptable security with the City Clerk in an amount equal to the amount of retainage to be withdrawn. Securities may be in the form of:
 - 1. U.S. Treasury Bonds;
 - 2. U.S. Treasury Notes;
 - 3. U.S. Treasury Certificates of Indebtedness;
 - 4. U.S. Treasury Bills;
 - 5. State of Mississippi Bond or Notes;
 - 6. Bonds of any political subdivision of the State of Mississippi;
 - 7. Certificates of deposit issued by commercial banks located in Mississippi and meeting additional criteria; or
 - 8. Certificates of deposit issued by savings and loan associations located in the State of Mississippi and meeting additional criteria.

The DWSD Comptroller can advise Contractors of procedures for depositing securities. A letter of release from the Contractor's surety and a copy or copies of the DWSD Comptroller's securities receipt covering the deposit of securities must be available before retainage will be released. Substitution of securities may be necessary from time to time because of maturities and increased withdrawal of retainage. Evidence of these transactions must be on file with the DWSD Comptroller in the amount of securities required. The DWSD Comptroller will accept additional securities for a project and accept the substitution for securities already on deposit, but will not release securities without written notification to do so by resolution of the OWNER's governing board.

5.3 Retainage will be released on progress payments as prescribed in Section 00700 "Paragraph 14.07, General Conditions", and Section 01152 "Requests for Payment," under the General Requirements Division. The

balance of retainage, less such amounts as the ENGINEER shall determine, or the OWNER may withhold, for incomplete items in accordance with paragraph 14.02 of the General Conditions, will be released upon any of the following occurrences:

1. Occupancy by the OWNER.
2. Substantially complete as recommended by the ENGINEER and approved by the OWNER; or
3. Final Acceptance.

Final Acceptance and Final Payment shall be made upon the final completion of all work and upon completion of the lists of items (if any) to be completed or corrected which accompanied the Certificate of Substantial Completion. The CONTRACTOR may request a final inspection and may make a final Application for Payment, as provided above, and shall be approved upon issuance of the OWNER's Certificate of Final Acceptance. Final Acceptance of the work, based upon the Certificate of Final Acceptance, shall be by resolution of the OWNER's governing board.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce the OWNER to enter into this Agreement, the CONTRACTOR makes the following representations:

- 6.1 that the CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, all local conditions and law and regulations that in any manner may affect the cost, progress, performance, or finishing of the work; and
- 6.2 that the CONTRACTOR has studied carefully all the reports of explorations, tests of subsurface physical conditions, and drawings of physical conditions which are identified in the Supplementary Conditions, as provided in Paragraph 4.02 of the General Conditions, and accepts the determination set forth in Paragraph SC-4.2.1 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which the CONTRACTOR is entitled to rely; and
- 6.3 that the CONTRACTOR has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to or to supplement those referred to in Paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance, or furnishing of the work as the CONTRACTOR considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.02 of the General Conditions. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, the CONTRACTOR has or will obtain or perform at no additional cost to the OWNER such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by the CONTRACTOR for such purposes; and
- 6.4 that the CONTRACTOR has given the ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that the CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the ENGINEER is acceptable to the CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

ARTICLE 7. CONTRACT DOCUMENTS.

The complete set of Contract Documents includes the Contract Documents and Specifications, consisting of Divisions 00 through 16, dated March 2017, and bearing the general title given below; and, the four (4) sets of Plans (Drawings), each consisting of a Cover Sheet dated April 2017, and the Plan Sheets listed in Section 00850, Index of Plans, each sheet bearing the following general title:

DIAMONDHEAD WATER & SEWER DISTRICT 2016 FEMA LIFT STATION PROJECT

There are no Contract Documents other than those listed above in this Article 7. The Contract may only be amended, modified or supplemented as provided for in the General Conditions and approved by the Board of Commissioners of the DWSD.

ARTICLE 8. MISCELLANEOUS PROVISIONS.

- 8.1 The terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions, as modified in the Supplementary Conditions.
- 8.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 The OWNER and the CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 The CONTRACTOR shall pay promptly, before final payment, any and all claims or liens incurred in and about this work and shall execute a final receipt form.

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR have signed this Agreement. All portions of the Contract Documents have been signed or identified by the OWNER and the CONTRACTOR or by the ENGINEER on their behalf.

This Agreement will be effective on July 27, 2007.

OWNER: DIAMONDHEAD WATER & SEWER DISTRICT

By: Thomas E. Schaefer

Title: Vice Chairman

Signature: [Signature]

Attest: Nancy Dupre

CONTRACTOR: MAGNOLIA CONSTRUCTION COMPANY, LLC

By: William C. Selig

Title: MANAGER / PRESIDENT

Signature: [Signature]

Attest: [Signature]

[SEAL]

[SEAL]

Owner Address for giving notices:

DIAMONDHEAD WATER & SEWER DISTRICT

4425 TEN PARK DRIVE

DIAMONDHEAD, MS 39525

Contractor Address for giving notices:

SULLIVAN AND SULLIVAN

5448 I-55 NORTH, SUITE 200

JACKSON, MS. 39211

Contractor's Mississippi Certificate of Responsibility
No.:

00128-MC

If the CONTRACTOR is a corporation, attach evidence of authority to sign, as required in Section 00485.

SECTION 00300

BID FORM

TO: DIAMONDHEAD WATER & SEWER DISTRICT
HANCOCK COUNTY, MISSISSIPPI

6/8/17

Date Submitted: _____

The undersigned, as Bidder, hereby declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Plans and Specifications for the work and the Contract Documents relative thereto; that he has read all the General Conditions and Special Provisions furnished; and, that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the above named Owner, in the form of a contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the construction of the project entitled:

2016 FEMA LIFT STATION PROJECT

For

THE DIAMONDHEAD WATER & SEWER DISTRICT, HANCOCK COUNTY, MISSISSIPPI

in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents to the full and entire satisfaction of the Owner, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials, and incidentals as constitute the Bidder's obligations as described in the Specifications and any details not specifically mentioned, but evidently included in the Contract shall be compensated for in the item which most logically includes it.

The bid items listed on the Proposal sheet are generalized only for the purpose of comparing bids. Any differences between these items described and actual quantities and items required for construction shall not be taken as a basis for claims by the Contractor for extra compensation. The compensation will be based upon the lump sum or unit prices and actual construction quantities indicated in the Contract Documents which include all Plans, Specifications, Bidding Documents and any other enclosed documents.

BASE BID.

~~The Contract Work consists of construction of well casing liner and screen, replacement of the well pump column, chlorination equipment and structure, a VFD with enclosure and all associated appurtenances. 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 as specified in the Contract Document.~~

Per Addendum # 1:

"The Contract Work consists of construction demolition and construction of Sewer Lift Station No. 5 and the Rehabilitation of Lift Station Nos. 1, 7, 10, 13, 22, 26, 27 and 30, and all appurtenances. 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 as specified in the Contract Document

DIAMONDHEAD WATER & SEWER DISTRICT 2016 FEMA LIFT STATION PROJECT

Diamondhead, Mississippi

Bid Date: June 8, 2017

Schedule of Bid Items

ITEM NO.	ITEM	FUNDING	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
Lift Station No. 1						
1	Mobilization & Demobilization	PW 11280	LS	100%	9400.00	9400.00
2	Pre-Construction Video & Photographs	PW 11280	LS	100%	1700.00	1700.00
3	Project Sign	PW 11280	EA	1	340.00	340.00
4	Wood Fence and Gate	PW 11280	LF	171	30.00	5130.00
5	Rehabilitation of Lift Station No.1	PW 11280	LS	100%	232,000.00	232,000.00
6	Submersible Pumps	HMP	LS	100%	93000.00	93000.00
7	Electrical Platform	HMP (54 sf) DWSD (169 sf)	SF	233	211.00	49,163.00
8	Permanent Mount Generator	DWSD	LS	100%	39,700.00	39,700.00
9	Relocate Existing SCADA Equipment	PW 11240	LS	100%	300.00	300.00
10	Integration of Existing SCADA System by PCSS	PW 11240	LS	100%	17,900.00	17,900.00
11	Salvage	PW 11280	LS	100%	0.00	0.00
TOTAL BASE BID UNIT PRICE SUM - LIFT STATION NO. 1					\$	448,633.00
Lift Station No. 5						
1	Mobilization & Demobilization	PW 8429	LS	100%	9400.00	9400.00
2	Pre-Construction Video & Photographs	PW 8429	LS	100%	1700.00	1700.00
3	Project Sign	PW 8429	EA	1	340.00	340.00
4	Demolition and Replacement of Lift Station No.5	PW 8429	LS	100%	292000.00	292000.00
5	Relocate Existing SCADA Equipment	PW 11240	LS	100%	300.00	300.00
6	Integration of Existing SCADA System by PCSS	PW 11240	LS	100%	17,900.00	17,900.00
7	Salvage	PW 8429	LS	100%	0.00	0.00
TOTAL BASE BID UNIT PRICE SUM - LIFT STATION NO. 5					\$	321,640.00
Lift Station No.7						
1	Mobilization & Demobilization	PW 8429	LS	100%	9400.00	9400.00
2	Pre-Construction Video & Photographs	PW 8429	LS	100%	1700.00	1700.00
3	Project Sign	PW 8429	EA	1	340.00	340.00
4	Wood Fence and Gate	PW 8429	LF	84	30.00	2520.00
5	Rehabilitation of Lift Station No.7	PW 8429	LS	100%	167000.00	167000.00
6	Submersible Pumps	DWSD	LS	100%	53000.00	53000.00

DIAMONDHEAD WATER & SEWER DISTRICT 2016 FEMA LIFT STATION PROJECT

Diamondhead, Mississippi

Bid Date: June 8, 2017

Schedule of Bid Items

ITEM NO.	ITEM	FUNDING	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
7	Pumping Station and Electrical Platform Concrete Slab	HMP	LS	100%	2200.00	2200.00
8	Relocate Existing SCADA Equipment	PW 11240	LS	100%	300.00	300.00
9	Integration of Existing SCADA System by PCSS	PW 11240	LS	100%	17,900.00	17,900.00
10	Salvage	PW 8429	LS	100%	0.00	0.00
TOTAL BASE BID UNIT PRICE SUM - LIFT STATION NO.7					\$ 254,360.00	
Lift Station No. 10						
1	Mobilization & Demobilization	PW 8429	LS	100%	9400.00	9400.00
2	Pre-Construction Video & Photographs	PW 8429	LS	100%	1700.00	1700.00
3	Project Sign	PW 8429	EA	1	340.00	340.00
4	Wood Fence and Gate	PW 8429	LF	104	30.00	3120.00
5	Rehabilitation of Lift Station No.10	PW 8429	LS	100%	288000.00	288000.00
6	Submersible Pumps	HMP	LS	100%	96000.00	96000.00
7	Relocate Existing SCADA Equipment	PW 11240	LS	100%	300.00	300.00
8	Integration of Existing SCADA System by PCSS	PW 11240	LS	100%	17,900.00	17,900.00
9	Salvage	PW 8429	LS	100%	0.00	0.00
TOTAL BASE BID UNIT PRICE SUM - LIFT STATION NO. 10					\$ 416,760.00	
Lift Station No. 13						
1	Mobilization & Demobilization	PW 11247	LS	100%	9400.00	9400.00
2	Pre-Construction Video & Photographs	PW 11247	LS	100%	1700.00	1700.00
3	Project Sign	PW 11247	EA	1	340.00	340.00
4	Rehabilitation of Lift Station No.13	PW 11247	LS	100%	385000.00	385000.00
5	Relocate Existing SCADA Equipment	PW 11247	LS	100%	300.00	300.00
6	Integration of Existing SCADA System by PCSS	PW 11247	LS	100%	17,900.00	17,900.00
7	Salvage	PW 11247	LS	100%	0.00	0.00
TOTAL BASE BID UNIT PRICE SUM - LIFT STATION NO. 13					\$ 414,640.00	
Lift Station No. 22						
1	Mobilization & Demobilization	PW 8429	LS	100%	9400.00	9400.00
2	Pre-Construction Video & Photographs	PW 8429	LS	100%	1700.00	1700.00
3	Project Sign	PW 8429	EA	1	340.00	340.00
4	Wood Fence and Gate	PW 8429	LF	86	30.00	30.00

DIAMONDHEAD WATER & SEWER DISTRICT 2016 FEMA LIFT STATION PROJECT

Diamondhead, Mississippi

Bid Date: June 8, 2017

Schedule of Bid Items

ITEM NO.	ITEM	FUNDING	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
5	Rehabilitation of Lift Station No.22	PW 8429	LS	100%	175000.00	175000.00
6	Submersible Pumps	DWSD	LS	100%	51000.00	51000.00
7	Relocate Existing SCADA Equipment	PW 11240	LS	100%	300.00	300.00
8	Integration of Existing SCADA System by PCSS	PW 11240	LS	100%	17,900.00	17,900.00
9	Salvage	PW 8429	LS	100%	0.00	0.00
TOTAL BASE BID UNIT PRICE SUM - LIFT STATION NO. 22					\$	258220.00
Lift Station No. 26						
1	Mobilization & Demobilization	PW 8429	LS	100%	9400.00	9400.00
2	Pre-Construction Video & Photographs	PW 8429	LS	100%	1700.00	1700.00
3	Project Sign	PW 8429	EA	1	340.00	340.00
4	Asphalt Pavement	PW 8429	SF	2687	4.80	12,897.60
5	Wood Fence and Gate	PW 8429	LF	126	30.00	3780.00
6	Rehabilitation of Lift Station No.26	PW 8429	LS	100%	302000.00	302000.00
7	Electrical Platform and Stairway	HMP	LS	100%	19,400.00	19,400.00
8	Relocate Existing SCADA Equipment	PW 11240	LS	100%	300.00	300.00
9	Integration of Existing SCADA System by PCSS	PW 11240	LS	100%	17,900.00	17,900.00
10	Salvage	PW 8429	LS	100%	0.00	0.00
TOTAL BASE BID UNIT PRICE SUM - LIFT STATION NO. 26					\$	367710.60
Lift Station No. 27						
1	Mobilization & Demobilization	PW 11280	LS	100%	9400.00	9400.00
2	Pre-Construction Video & Photographs	PW 11280	LS	100%	1700.00	1700.00
3	Project Sign	PW 11280	EA	1	340.00	340.00
4	Wood Fence and Gate	PW 11280	LF	182	30.00	5460.00
5	Rehabilitation of Lift Station No.27	PW 11280	LS	100%	250000.00	250000.00
6	Submersible Pumps	HMP	LS	100%	121000.00	121000.00
7	Electrical Platform	HMP (75 sf) DWSD (313 sf)	SF	388	137.00	53,156.00
8	Permanent Mount Generator	DWSD	LS	100%	58,800.00	58,800.00
9	Relocate Existing SCADA Equipment	PW 11240	LS	100%	300.00	300.00
10	Integration of Existing SCADA System by PCSS	PW 11240	LS	100%	17,900.00	17,900.00
11	Salvage	PW 11280	LS	100%	0.00	0.00

00300-4

Addendum No.3

*** CORRECTED MATHEMATICAL ERROR**

DIAMONDHEAD WATER & SEWER DISTRICT 2016 FEMA LIFT STATION PROJECT

Diamondhead, Mississippi

Bid Date: June 8, 2017

Schedule of Bid Items

ITEM NO.	ITEM	FUNDING	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
TOTAL BASE BID UNIT PRICE SUM - LIFT STATION NO. 27					\$ 518 056.00	
Lift Station No. 30						
1	Mobilization & Demobilization	PW 8429	LS	100%	9400.00	9400.00
2	Pre-Construction Video & Photographs	PW 8429	LS	100%	1700.00	1,700.00
3	Project Sign	PW 8429	EA	1	340.00	340.00
4	Asphalt Pavement	PW 8429	SF	2602	5.00	13010.00
5	Wood Fence and Gate	PW 8429	LF	150	30.00	4500.00
6	Rehabilitation of Lift Station No.30	PW 8429	LS	100%	268000.00	268000.00
7	Electrical Platform and Stairway	HMP	LS	100%	19500.00	19500.00
8	Relocate Existing SCADA Equipment	PW 11240	LS	100%	300.00	300.00
9	Integration of Existing SCADA System by PCSS	PW 11240	LS	100%	17900.00	17900.00
10	Salvage	PW 8429	LS	100%	0.00	0.00
TOTAL BASE BID UNIT PRICE SUM - LIFT STATION NO. 30					\$ 334 650.00	

AL PROJECT BASE BID UNIT PRICE SUM (LS 1+ LS 5 +LS 10+ LS 13+LS 22+ LS26+ LS27+LS 30)	\$ 3 334 676.60
--	------------------------

TOTAL PROJECT BASE BID UNIT PRICE SUM (LS 1+ LS 5 +LS 10+ LS 13+LS 22+ LS26+ LS27+LS 30) - (in words): \$ _____

Three million, Three hundred and Thirty Four Thousand six hundred seventy six and sixty cents Dollars
 (Base Bid Unit Price Sum(LS 1+ LS 5 +LS 10+ LS 13+LS 22+ LS26+ LS27+LS 30) - in words)

ALTERNATE BID ITEMS -						
A1	Suction Lift Pumps - Lift Station No. 1	PW 11280	LS	100%	221000.00	221000.00
A2	Suction Lift Pumps - Lift Station No. 7	PW 8429	LS	100%	121000.00	121000.00
A3	Suction Lift Pumps - Lift Station No. 10	PW 8429	LS	100%	321000.00	321000.00
A4	Suction Lift Pumps - Lift Station No. 22	PW 8429	LS	100%	122000.00	122000.00
A5	Suction Lift Pumps - Lift Station No. 27	PW 11280	LS	100%	259000.00	259000.00
TOTAL ALTERNATE BID UNIT PRICE SUM					\$ 1 044 000.00	

DIAMONDHEAD WATER & SEWER DISTRICT 2016 FEMA LIFT STATION PROJECT

Diamondhead, Mississippi

Bid Date: June 8, 2017

Schedule of Bid Items

ITEM NO.	ITEM	FUNDING	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
----------	------	---------	------	-----------------------	------------	--------

TOTAL ALTERNATE BID UNIT PRICE SUM - (in words): \$ _____

One million, Forty Four Thousand & no cents _____ Dollars

(Alternate Bid Unit Price Sum(- in words)

TERMS AND ENDORSEMENTS.

The Bidder further proposes and agrees hereby to commence the work with an adequate workforce, plant, and equipment at the time stated in the notice to the Contractor from the Engineer to proceed, and to fully complete performance within 365 consecutive calendar days from and after the date stated in the Notice to Proceed.

The undersigned further agrees that, in case of failure on his part to execute the required Contract Agreement and Bonds within 15 consecutive calendar days after written notice being given of the Award of the Contract, the Bid Security in the amount of five percent (5%) of the bid accompanying this Proposal, and the monies payable thereon, shall be paid into the funds of the Owner, as liquidated damages for such failure; otherwise the Bid Security accompanying this Proposal shall be returned to the undersigned.

Attached hereto is a Certified Check or Bid Bond for the sum of five percent of amount bid
(\$ 5% of bid), made payable in United States currency to the Owner, Diamondhead Water and Sewer District, located in Hancock County, Mississippi.

CONTRACTOR

By: William C. Selig

Title: William C. Selig, Manager/President

Contractor Address: Magnolia Construction Company LLC
2654 Mission Drive
Baton Rouge LA 70805

Contractor Telephone No.: 225-355-7787

Certificate of Responsibility No. 00188-MC

Bidder acknowledges receipt of the following Addenda:

Addendum No. 1 dated 5/30/17

Addendum No. 2 dated 6/2/17

Addendum No. 3 dated 6/5/17

Addendum No. 4 dated 6/6/17

Addendum No. _____ dated _____

SECTION 00435

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

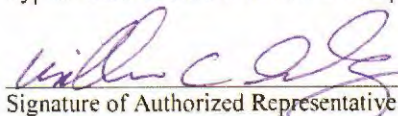
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under United States Code, Title 18, Sec. 1001, a false statement shall be fined as set under this title, imprisoned not more than 5 years or, if the offense involves international or domestic terrorism (as defined in section 2331), imprisoned not more than 8 years, or both. If the matter relates to an offense under chapter 109A, 109B, 110, or 117, or section 1591, then the term of imprisonment imposed under this section shall be not more than 8 years.

William C. Selig, Manager/President

Typed Name & Title of Authorized Representative


Signature of Authorized Representative

6/8/17

Date

☐

I am unable to certify to the above statements. My explanation is attached.

SECTION 00450

NON-COLLUSION AFFIDAVIT

DIAMONDHEAD WATER & SEWER DISTRICT

BEFORE ME, the undersigned authority, personally came and appeared,

Willaim C. Selig

who after being by me duly sworn and deposed

(Name)

said that he is the fully authorized

Manager/President

of

Magnolia Construction Company LLC

(Title)

(Name of Bidder)

(hereinafter referred to as bidder), the party who submitted a bid for Diamondhead Water & Sewer

District 2016 FEMA Lift Station Project that was received by Diamondhead Water & Sewer District on
6/8/17

and said affiant further said:

- (1) The bidder employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for bidder, and
- (2) That no part of the contract price received by bidder was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the bidder whose services in connection with the construction of the public building or project were in the regular course of their duties for bidder.
- (3) Said bid is genuine and the bidder has not colluded, conspired, or agreed, directly or indirectly, with any other bidder to offer a sham or collusive bid.
- (4) Said bidder has not in any manner, directly or indirectly, agreed with any other person to fix the bid price of affiant or any other bidder, or to fix any overhead profit or cost element of said bid price, or that of any other bidder, or to induce any other person to refrain from bidding.
- (5) Said bid is not intended to secure an unfair advantage of benefit from the Diamondhead Water & Sewer District or in favor of any person interested in the proposed contract.
- (6) All statements contained in said bid are true and correct.
- (7) Neither affiant nor any member of his company has divulged information regarding said bid or any data relative thereto any other person, firm, or corporation.

For 3rd floor July 27, 2017
DWSD

Date

Willaim C. Selig
Contractor

6/8/17
Date

Nancy Depina
Witness

7/27/17
Date

[Signature]
Witness

6/8/17
Date

SECTION 00620
PERFORMANCE BOND

Bond Number : 1060186

Any singular reference to the Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Magnolia Construction Company, LLC
P. O. Box 66096
Baton Rouge, LA 70896

SURETY (Name and Principal Place of Business):

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653-0002

OWNER (Name and Address):

DIAMONDHEAD WATER & SEWER DISTRICT
4425 TEN PARK DRIVE
DIAMONDHEAD, MISSISSIPPI 39525

CONSTRUCTION CONTRACT:

Date: 7-27-2017

Amount: Three Million Three Hundred Thirty Four Thousand Six Hundred Seventy Six
Dollars and Sixty Cents ----- Dollars (\$ 3,334,676.60 .00)

Description (Name and Location):
Diamondhead Water & Sewer District 2016 FEMA Lift Station Project

BOND:

Date (Not earlier than Construction Contract Date) 7-27-2017

Amount: Three Million Three Hundred Thirty Four Thousand Six Hundred Seventy Six
Dollars and Sixty Cents ----- Dollars (\$ 3,334,676.60 .00)

Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL:

Company: _____ (Corp. Seal)
Magnolia Construction Company, LLC

Signature: William C. Seelig

Name & Title: WILLIAM C. SEELIG
MANAGER / PRESIDENT

SURETY:

Company: _____ (Corp. Seal)
The Hanover Insurance Company

Signature: Pamela K. Tucker

Name & Title: Pamela K. Tucker, Attorney-In-Fact

CONTRACTOR AS PRINCIPAL:

Company: _____ (Corp. Seal)

Signature: _____

Name & Title: _____

SURETY:

Company: _____ (Corp. Seal)

Signature: _____

Name & Title: _____

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

Countersigned, MS Resident Agent:

By: Peggy L. Jackson

Peggy L. Jackson, Jackson, MS

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the Contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a Contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with Performance and Payment Bonds executed by a qualified Surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - A. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment in this amount to the Owner; or
 - B. Deny liability in whole or in part and notify the Owner citing the reasons for such denial.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered, or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

- 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted from this Bond and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent of this provision is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definition of terms used in this Bond:
- 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Stephen L. Cory, Pamela K. Tucker, Jill K. Tucker and/or Melanie Stern

of **Metairie, LA** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:


Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **4th** day of **November 2011**.

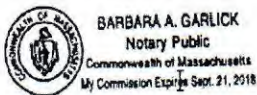
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA



Robert Thomas, Vice President


Mark Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **4th** day of **November 2011** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018


I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this **27th** day of **July** 20 **17**.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Glenn Margosian, Vice President

SECTION 00610

Bond Number : 1060186

PAYMENT BOND

Any singular reference to the Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Magnolia Construction Company, LLC

P. O. Box 66096

Baton Rouge, LA 70896

SURETY: (Name and Principal Place of Business):

The Hanover Insurance Company

440 Lincoln Street

Worcester, MA 01653-0002

OWNER (Name and Address):

DIAMONDHEAD WATER & SEWER DISTRICT

4425 TEN PARK DRIVE

DIAMONDHEAD, MISSISSIPPI 39525

CONSTRUCTION CONTRACT:

Date: 7-27-2017

Amount: Three Million Three Hundred Thirty Four Thousand Six Hundred Seventy Six
Dollars and Sixty Cents ----- Dollars (\$ 3,334,676.60 .00)

Description (Name and Location):
Diamondhead Water & Sewer District 2016 FEMA Lift Station Project

BOND:

Date (Not earlier than Construction Contract Date): 7-27-2017

Amount: Three Million Three Hundred Thirty Four Thousand Six Hundred Seventy Six
Dollars and Sixty Cents ----- Dollars (\$ 3,334,676.60 .00)

Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL:

Company: _____ (Corp. Seal)
Magnolia Construction Company, LLC

Signature: William C. Selig

Name & Title: WILLIAM C. SELIG
MANAGER / PRESIDENT

SURETY:

Company: _____ (Corp. Seal)
The Hanover Insurance Company

Signature: Pamela K. Tucker

Name & Title: Pamela K. Tucker, Attorney-In-Fact

CONTRACTOR AS PRINCIPAL:

Company: _____ (Corp. Seal)

Signature: _____

Name & Title: _____

SURETY:

Company: _____ (Corp. Seal)

Signature: _____

Name & Title: _____

Countersigned, MS Resident Agent:

By: Peggy L. Jackson

Peggy L. Jackson, Jackson, MS

00610-1

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants,
 - 2.2 Defends, indemnifies and hold harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - A. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim starting, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - B. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - C. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, which is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and that basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.2 or Clause 4.2.C; or, (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner, or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the Bond conflicting with said statutory or legal requirements shall be deemed deleted from this Bond and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent of this provision is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy of this Bond to be made.
15. Definition of terms used in this Bond:
 - 15.1 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, material or equipment were furnished.
 - 15.2 Construction Contract. The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 Owner Default. Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Stephen L. Cory, Pamela K. Tucker, Jill K. Tucker and/or Melanie Stern

of **Metairie, LA** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 4th day of November 2011.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Mark Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 4th day of November 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 27th day of July

2017

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margosian, Vice President

MISSISSIPPI DEPARTMENT OF REVENUESales Tax Account
ID: _____**P.O. BOX 1033 JACKSON, MS 39215****RIDER SALES, USE, INCOME, FRANCHISE, WITHHOLDING,
AND SPECIAL FUEL (DIESEL FUEL) TAX BOND**

STATE OF MISSISSIPPI

BOND NUMBER 1060186

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

Magnolia Construction Company, L.L.C., P.O. Box 66096, Baton Rouge, LA 70896 as Principal,

Name

Address

City

State

Zip

in favor of Diamondhead Water and Sewer District, 4425 Park Ten Drive, Diamondhead, MS 39525 as Obligee,

Name

Address

City

State

Zip

And covering a contract dated 7-27, 20 17, for the construction ofDiamondhead Water & Sewer District 2016 FEMA Lift Station Project, Project #PW 11240, 111247 and 11280

(Name Project and Describe)

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

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

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

SIGNED, SEALED AND DELIVERED, this _____ day of _____, 20 ____.

Filed and Approved, this _____ day of _____, 20 ____.

COMMISSIONER: _____ PRINCIPAL: Magnolia Construction Company, L.L.C.

Countersigned by:

Pamela K. Tucker, Attorney-In-Fact

Attorney in Fact

SURETY:

The Hanover Insurance Company

Peggy L. Jackson
Licensed Mississippi Agent

Pamela K. Tucker
Pamela K. Tucker, Attorney-in-Fact

Peggy L. Jackson

601-960-8243

Type or Print Name of Agent

Telephone Number

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Stephen L. Cory, Pamela K. Tucker, Jill K. Tucker and/or Melanie Stern

of **Metairie, LA** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance


and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

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THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Robert Thomas, Vice President


Mary Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **4th** day of **November 2011** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018



Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this **27th** day of **July** 20 **17**.

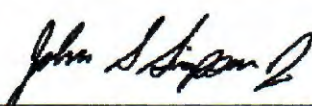
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Glenn Margosian, Vice President

SECTION 00650

CERTIFICATE OF INSURANCE

The Contractor shall furnish and attach to this sheet all Certificates of Insurance as required in Article 5 of the General Conditions, Section 00700, and Article SC-8 of the Supplementary Conditions, Section 00820, upon execution of the contract Agreement, and Section 00500.

CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YY) 7/18/2017	
PRODUCER Cory, Tucker & Larowe, Inc. P. O. Box 6646 Metairie, LA 70009-6646			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED Magnolia Construction Company, L.L.C. P. O. Box 66096 Baton Rouge, LA 70896			COMPANIES AFFORDING COVERAGE		
			COMPANY A THE GRAY INSURANCE COMPANY		
			COMPANY B		
			COMPANY C		
COMPANY D					
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	XSGL-074241	9/1/2016	9/1/2019	GENERAL AGGREGATE Unlimited
	PRODUCTS – COMP/OP AGG \$3,000,000.00				
	PERSONAL & ADV INJURY \$1,000,000.00				
	EACH OCCURRENCE \$1,000,000.00				
	FIRE DAMAGE (Any one fire) \$50,000.00				
	MED EXP (Any one person) \$5,000.00				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	XSAL-075237	9/1/2016	9/1/2019	COMBINED SINGLE LIMIT \$1,000,000.00
	BODILY INJURY (Per person)				
	BODILY INJURY (Per accident)				
	PROPERTY DAMAGE				
A	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY – EA ACCIDENT
	OTHER THAN AUTO ONLY				
	EACH ACCIDENT				
	AGGREGATE				
A	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	GXS-043181	9/1/2016	9/1/2017	EACH OCCURRENCE \$4,000,000.00
	AGGREGATE \$4,000,000.00				
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	XSWC-070956	9/1/2016	9/1/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	EL EACH ACCIDENT \$1,000,000.00				
	EL DISEASE – POLICY LIMIT \$1,000,000.00				
	EL DISEASE – EA EMPLOYEE \$1,000,000.00				
OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract. RE: Diamondhead Water & Sewer District 2016 FEMA Lift Station Project					
CERTIFICATE HOLDER Diamondhead Water and Sewer District 4425 Ten Park Drive Diamondhead, MS 39525			CANCELLATION In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder. AUTHORIZED REPRESENTATIVE 		
GCF 00 50 01 01 12			THE GRAY INSURANCE COMPANY		

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

OCP # 2

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY DECLARATIONS

COMPANY NAME AREA The Gray Insurance Company 3601 North I-10 Service Road, West Metairie, Louisiana 70002	PRODUCER NAME AREA Cory, Tucker & Larowe, Inc. P. O. Box 6646 Metairie, Louisiana 70009-6646
NAMED INSURED: <u>Diamondhead Water and Sewer District</u>	
MAILING ADDRESS: <u>4425 Ten Park Drive</u> <u>Diamondhead, MS 39525</u>	
POLICY PERIOD: FROM <u>July 18, 2017</u> TO <u>September 1, 2019</u> AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	
LOCATION OF COVERED OPERATIONS: <u>RE: Diamondhead Water & Sewer District 2016 FEMA Lift</u> <u>Station Project</u>	
DESIGNATED CONTRACTOR: <u>Magnolia Construction Company, L.L.C.</u>	
MAILING ADDRESS: <u>P. O. Box 66096</u> <u>Baton Rouge, Louisiana 70896</u>	

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

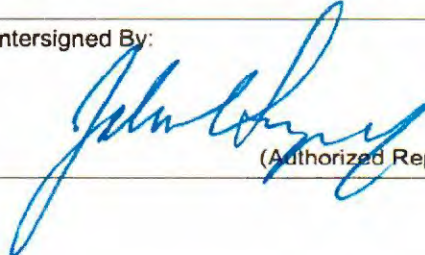
LIMITS OF INSURANCE	
EACH OCCURRENCE LIMIT	\$ <u>2,000,000.00</u>
AGGREGATE LIMIT	\$ <u>2,000,000.00</u>

DESCRIPTION OF BUSINESS	
FORM OF BUSINESS:	
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE
<input checked="" type="checkbox"/> LIMITED LIABILITY COMPANY	<input checked="" type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT IN CLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)

CLASSIFICATION AND PREMIUM				
CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE PER 1,000 OF COST	ADVANCE PREMIUM
Sewer Construction	98820	\$ 3,334,676.60	\$ Included	\$ Included
		STATE TAX OR OTHER (if applicable) \$ <u>Included</u>		
		TOTAL PREMIUM (SUBJECT TO AUDIT) \$ <u>Included</u>		
PREMIUM SHOWN IS PAYABLE:		AT INCEPTION \$ <u>Included</u>		
		AT EACH ANNIVERSARY \$ <u>Included</u>		
(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)				
AUDIT PERIOD (IF APPLICABLE)	<input checked="" type="checkbox"/> ANNUALLY	<input type="checkbox"/> SEMI ANNUALLY	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> MONTHLY

ENDORSEMENTS
ENDORSEMENTS ATTACHED TO THIS POLICY:
<u>CG 20 31 01 96, CG 00 09 10 93</u>

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Endorsement Effective: July 18, 2017 jr	Countersigned By:  (Authorized Representative)
Named Insured: Diamondhead Water and Sewer District	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - ENGINEERS,
ARCHITECTS OR SURVEYORS**

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

A. WHO IS AN INSURED (Section II) is amended to include as an insured any architect, engineer, or surveyor engaged by you but only with respect to liability arising out of your premises or ongoing operations performed by you or on your behalf.

B. The following exclusion is added to paragraph 2., Exclusions in COVERAGES (Section I):

The insurance with respect to such architects, engineers or surveyors described in paragraph

A. above does not apply to "bodily injury" or "property damage" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM - COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR

Various provisions of this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION V).

SECTION I - COVERAGES

BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "body injury" or "property damage" is caused by an "occurrence" and arises out of:

- (a) Operations performed for you by the "contractor" at the location specified in the Declarations; or

- (b) Your acts or omissions in connection with the general supervision of such operations; and

- (2) The "bodily injury" or "property damage" occurs during the policy period.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions.

This insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- (2) That the insured would have in the absence of the contract or agreement.

c. Work Completed or Put to Intended Use

"Bodily injury" or "property damage" which occurs after the earlier of the following times:

- (1) When all "work" on the project (other than service, maintenance or repairs) to be performed for you by the "contractor" at the site of the covered operations has been completed; or

- (2) When that portion of the "contractor's" "work", out of which the injury or damage arises, has been put to its intended use by any person or organization, other than another contractor or subcontractor working directly or indirectly for the "contractor" as part of the same project.

d. Acts or Omissions by You and Your Employees

"Bodily injury" or "property damage" arising out of your, or your employees", acts or omissions other than general supervision of "work" performed for you by the "contractor".

e. Workers Compensation and Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

f. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
- (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

g. Damage to Property

"Property damage" to:

- (1) Property you own, rent, or occupy;
- (2) Property loaned to you;
- (3) Personal property in the care, custody or control of the insured; or
- (4) "Work" performed for you by the "contractor".

h. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to:

- (1) Liability assumed under an "insured contract"; or
- (2) Expenses for first aid.

i. Mobile Equipment

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

j. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:
 - (i) If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
 - (ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraphs (a) and (d) (i) do not apply to "body injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

K. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "work" performed for you by the "contractor"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "work" performed for you by the "contractor".

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim or "suit" we defend:

- 1. All expenses we incur.
- 2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies. We do not have to furnish these bonds.
- 3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- 4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$100 a day because of time off from work.
- 5. All costs taxed against the insured in the "suit".
- 6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- 7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- 8. Expenses incurred by the insured for first aid to others at the time of an accident, for "bodily injury" to which this insurance applies.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to their duties as partners or members of a joint venture.
 - c. An organization other than a partnership or joint venture, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Any person (other than your employee) or any organization while acting as your real estate manager.
- b. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of damages because of all "bodily injury" and "property damage".
3. Subject to 2. above, the Each Occurrence Limit is the most we will pay for the sum of damages because of all "bodily injury" and "property damage" arising out of any one "occurrence".

If you designate more than one project in the Declarations, the Aggregate Limit shall apply separately to each project.

The Limits of the Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - CONDITIONS

1. Bankruptcy.

Bankruptcy or insolvency of the insured will not relieve us of our obligations under this Coverage Part.

2. Cancellation.

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this policy by mailing or delivering to the first Named Insured and the "contractor" written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notices to the first Named Insured's and the "contractor's" last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If this policy is cancelled, we will send the "contractor" any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. Changes.

This policy contains all the agreements between you, the "contractor" and us concerning the insurance afforded. The first Named Insured shown in the Declarations and the "contractor" are authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

4. Duties In The Event Of Occurrence, Claim Or Suit.

a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence".
- b. If a claim is made or "suit" is brought against any insured, you must:
- (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
- You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. Examination Of Your Books And Records.

We may examine and audit your books and records as well as the "contractor's" books and records as they relate to this policy at any time during the policy period and up to three years afterward.

6. Inspections And Surveys.

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

7. Legal Action Against Us.

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

8. Other Insurance.

The insurance afforded by this Coverage Part is primary insurance and we will not seek contribution from any other insurance available to you unless the other insurance is provided by a contractor other than the designated "contractor" for the same operation and job location designated in the Declarations. Then we will share with that other insurance by the method described below.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

9. Premiums.

The "contractor":

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

10. Premium Audit.

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the "contractor". If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the "contractor".
- c. The "contractor" must keep records of the information we need for premium computation, and send us copies at such times as we may request.

11. Separation Of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

12. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage Part those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

13. When We Do Not Renew.

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. "Contractor" means the contractor designated in the Declarations.
4. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
5. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
6. "Impaired property" means tangible property, other than work performed for you, that cannot be used or is less useful because:
 - a. It incorporates work performed for you that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of the work performed for you; or
 - b. You fulfilling the terms of the contract or agreement.
7. "Insured contract" means:
 - a. A lease of premises;
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
 - e. An elevator maintenance agreement.
8. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
9. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted;

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in **a., b., c. or d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a., b., c. or d.** above maintained primarily for purposes other than the transportation of persons or cargo.
 However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- 10. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 11. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
- 12. "Suit" means a civil proceeding, brought in the United States of America (including its territories and possessions), Puerto Rico, and Canada, in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration in which such damages are claimed and to which you must submit or do submit with our consent; or
 - b. Any other alternative dispute resolution process in which such damages are claimed and to which you submit with our consent.
- 13. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 14. "Work" includes materials, parts or equipment furnished in connection with the operations.

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-0787	ABC RENTAL - BSL	241325	BANQUET CHAIRS	I 130843-2	7/18/2017	245.00
			(33)BANQUET CHAIRS	201-00-00.539100	82.50	
			(65)BANQUET CHAIRS	202-00-00.539100	162.50	
01-0084	ALARMS PLUS	241326	OFFICE ALARM SERV/AUG-OCT	I 387136	7/17/2017	60.00
			OFFICE ALARM SERV/AUG-OCT	201-00-00.538100	20.00	
			OFFICE ALARM SERV/AUG-OCT	202-00-00.538100	40.00	
01-0640	ATT	241327	OFFICE LINES(JULY)/2282555813	I 201707175232	7/05/2017	1,187.98
			OFFICE LINES(JULY)/2282555813	201-00-00.537300	395.99	
			OFFICE LINES(JULY)/2282555813	202-00-00.537300	791.99	
01-1090	BOYCE HOLLEMAN & ASSOCIAT	241328	LEGAL RETAINER/APR-JUNE	I 201707145230	7/13/2017	3,000.00
			LEGAL RETAINER/APR-JUNE	201-00-00.531100	1,000.00	
			LEGAL RETAINER/APR-JUNE	202-00-00.531100	2,000.00	
01-1090	BOYCE HOLLEMAN & ASSOCIAT	241329	LEGAL SERV 4/3-6/30/17	I 201707145231	7/13/2017	8,130.00
			LEGAL SERV 4/3-6/30/17	201-00-00.531100	2,710.00	
			LEGAL SERV 4/3-6/30/17	202-00-00.531100	5,420.00	
01-0914	CINTAS CORPORATION 240	241330	CLEAN EMP UNIFORMS 7/13/17	I 240486170	7/13/2017	92.93
			CLEAN EMP UNIFORMS 7/13/17	201-00-00.514100	30.98	
			CLEAN EMP UNIFORMS 7/13/17	202-00-00.514100	61.95	
01-0914	CINTAS CORPORATION 240	241331	CLEAN EMP UNIFORMS 7/20/17	I 240487087	7/20/2017	120.39
			CLEAN EMP UNIFORMS 7/20/17	201-00-00.514100	40.13	
			CLEAN EMP UNIFORMS 7/20/17	202-00-00.514100	80.26	
01-0050	COAST ELECTRIC POWER ASSN	241332	ELECTRICITY 6/6-7/6/17	I 201707135229	7/06/2017	20,497.17
			ELECTRICITY - NEW WWTP	202-00-00.537300	6,034.56	
			ELECTRICITY - LS#12	202-00-00.537300	52.83	
			ELECTRICITY - LS#16	202-00-00.537300	250.71	
			ELECTRICITY - LS#22	202-00-00.537300	87.40	
			ELECTRICITY - LS#24	202-00-00.537300	202.78	
			ELECTRICITY - LS#23	202-00-00.537300	82.21	
			ELECTRICITY - LS#17	202-00-00.537300	366.28	
			ELECTRICITY - LS#1	202-00-00.537300	285.85	
			ELECTRICITY - LS#5	202-00-00.537300	60.09	
			ELECTRICITY - LS#11	202-00-00.537300	118.38	
			ELECTRICITY - LS#21	202-00-00.537300	41.56	
			ELECTRICITY - LS#13	202-00-00.537300	1,062.22	
			ELECTRICITY - LS#10	202-00-00.537300	176.40	
			ELECTRICITY - WELL#4	201-00-00.537300	1,183.46	
			ELECTRICITY - LS#19	202-00-00.537300	446.81	
			ELECTRICITY - LS#4	202-00-00.537300	261.36	
			ELECTRICITY - LS#27	202-00-00.537300	956.75	
			ELECTRICITY - LS#20	202-00-00.537300	55.85	
			ELECTRICITY - LS#3	202-00-00.537300	908.40	
			ELECTRICITY - LS#18	202-00-00.537300	135.43	
			ELECTRICITY - LS#15	202-00-00.537300	281.04	
			ELECTRICITY - LS#25	202-00-00.537300	42.47	

VENDOR		DOCKET		*-----INVOICE-----*				
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT		
01-0050	COAST ELECTRIC POWER ASSN	241332	ELECTRICITY 6/6-7/6/17	I 201707135229	7/06/2017	20,497.17	CONT	
			ELECTRICITY - WATER TOWER	201-00-00.537300	192.35			
			ELECTRICITY - LS#26	202-00-00.537300	989.72			
			ELECTRICITY - LS#14	202-00-00.537300	46.23			
			ELECTRICITY - LS#28	202-00-00.537300	84.38			
			ELECTRICITY - ADM BLDG	201-00-00.537300	211.63			
			ELECTRICITY - ADM BLDG	202-00-00.537300	423.25			
			ELECTRICITY - LS#30	202-00-00.537300	187.13			
			ELECTRICITY - LS#33	202-00-00.537300	35.50			
			ELECTRICITY - OFFICE TRAILER	202-00-00.537300	50.10			
			ELECTRICITY - LS#6	202-00-00.537300	124.79			
			ELECTRICITY - MAINT SHOP	201-00-00.537300	156.72			
			ELECTRICITY - MAINT SHOP	202-00-00.537300	313.45			
			ELECTRICITY - WELL#3	201-00-00.537300	459.39			
			ELECTRICITY - LS#7	202-00-00.537300	49.61			
			ELECTRICITY - WELL#5	201-00-00.537300	935.49			
			ELECTRICITY - LS#34	202-00-00.537300	35.31			
			ELECTRICITY - LS#9	202-00-00.537300	705.95			
			ELECTRICITY - LS#31	202-00-00.537300	50.95			
			ELECTRICITY - LS#32	202-00-00.537300	45.79			
			ELECTRICITY - LS#8	202-00-00.537300	96.44			
			ELECTRICITY - LS#2	202-00-00.537300	42.38			
			ELECTRICITY - LS#29	202-00-00.537300	142.41			
			ELECTRICITY - WELL#1	201-00-00.537300	2,025.36			
01-1048	DAVID D MALLEY	241333	REGULAR MEETING 7/13/17	I 201707175233	7/13/2017	84.00		
			REGULAR MEETING 7/13/17	201-00-00.531800	28.00			
			REGULAR MEETING 7/13/17	202-00-00.538100	56.00			
01-1099	DAVID F. BOAN	241334	REGULAR MEETING 7/13/17	I 201707175235	7/13/2017	84.00		
			REGULAR MEETING 7/13/17	201-00-00.531800	28.00			
			REGULAR MEETING 7/13/17	202-00-00.531800	56.00			
01-1006	DIAMONDHEAD HARDWARE LLC	241335	SIGNS,HANGERS-WWTP	I A169175	7/12/2017	13.13		
			SIGNS,HANGERS-WWTP	201-00-00.521100	4.38			
			SIGNS,HANGERS-WWTP	202-00-00.521100	8.75			
01-0977	DMS MAIL MANAGEMENT INC	241336	(303) DELINQ LETTERS 7/11/17	I 201775260-1612	7/17/2017	190.59		
			(303) DELINQ LETTERS 7/11/17	201-00-00.531110	63.53			
			(303) DELINQ LETTERS 7/11/17	202-00-00.531110	127.06			
01-1111	HALLS ENGRAVING	241337	12X15 PLAQUE	I 23982	7/14/2017	163.80		
			(1) 12X15 BLK PLAQUE	201-00-00.521100	40.95			
			(2) 12X15 BLK PLAQUE	202-00-00.521100	81.90			
			12X15 PLAQUE	201-00-00.521100	13.65			
			12X15 PLAQUE	202-00-00.521100	27.30			
01-0281	LIGHTNING QUICK SIGNS	241338	24"X72"BANNER	I 15476	7/13/2017	72.00		
			24"X72"BANNER	201-00-00.521100	24.00			
			24"X72"BANNER	202-00-00.521100	48.00			
01-0131	MICRO METHODS LABORATORY	241339	WWTP TESTS 6/20-6/28/17	I 1706379-565	7/07/2017	425.00		

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-0131	MICRO METHODS LABORATORY	241339	WWTP TESTS 6/20-6/28/17	I 1706379-565	7/07/2017	425.00	CONT
			WWTP TESTS 6/20-6/28/17	202-00-00.538600	425.00		
01-0131	MICRO METHODS LABORATORY	241340	WWTP LAB TESTS 7/5-7/7/17	I 1707096-565	7/12/2017	246.00	
			WWTP LAB TESTS 7/5-7/7/17	202-00-00.538600	246.00		
01-0131	MICRO METHODS LABORATORY	241341	WWTP COPPER TESTS 7/10/17	I 1707123-565	7/20/2017	77.00	
			WWTP COPPER TESTS 7/10/17	202-00-00.538600	77.00		
01-0074	MS RURAL WATER ASSOC	241342	RALPH-WATER CERT/BILOXI	I 201707175236	7/17/2017	404.10	
			RALPH-WATER CERT/BILOXI	201-00-00.515200	404.10		
01-0071	MS UTILITIES SUPPLY	241343	KOME DR SUPPLIES	I 0570780	7/13/2017	1,085.40	
			6"DUCTILE IRON CL350	202-00-00.523500	468.40		
			6"CPLG WIDE RANGE	202-00-00.523500	558.00		
			SHIPPING	202-00-00.523500	59.00		
01-0071	MS UTILITIES SUPPLY	241344	NOMA FORCE MAIN REPAIR	I 0571127	7/12/2017	225.20	
			10" MJ PLUG	202-00-00.523500	75.00		
			10" MJ TUFF GRIP GLA	202-00-00.523500	75.20		
			10" MJ GASKET PK L/GL	202-00-00.523500	20.00		
			10" MJ CAP L/A	202-00-00.523500	55.00		
01-0370	PERFORMANCE TIRE and WHEE	241345	TRK#23 TIRE	I 4-227876	7/12/2017	81.57	
			TRK#23 TIRE	201-00-00.522210	27.19		
			TRK#23 TIRE	202-00-00.522210	54.38		
01-1113	RED HAWK	241346	12M WWTP ALARM/JULY-JUNE'18	I 3149165	7/05/2017	600.00	
			12M WWTP ALARM/JULY-JUNE'18	201-00-00.538100	200.00		
			12M WWTP ALARM/JULY-JUNE'18	202-00-00.538100	400.00		
01-0098	SEA COAST ECHO	241347	AD - RFQ UTILITY SERVICE	I 01555820-001	7/08/2017	35.34	
			AD - RFQ UTILITY SERVICE	201-00-00.521100	11.78		
			AD - RFQ UTILITY SERVICE	202-00-00.521100	23.56		
01-1054	SEYMOUR ENGINEERING	241348	GM (131.25hrs) 6/19-7/21/17	I 6280	7/24/2017	15,093.75	
			GM (131.25hrs) 6/19-7/21/17	201-00-00.531110	5,031.25		
			GM (131.25hrs) 6/19-7/21/17	202-00-00.531110	10,062.50		
01-0856	SUNHERALD MULTI MEDIA	241349	AD - RFQ UTILITY SERVICE	I 00191632	7/08/2017	20.52	
			AD - RFQ UTILITY SERVICE	201-00-00.521100	6.84		
			AD - RFQ UTILITY SERVICE	202-00-00.521100	13.68		
01-1032	THOMAS E SCHAFER IV	241350	REGULAR MEETING 7/13/17	I 201707175234	7/13/2017	84.00	
			REGULAR MEETING 7/13/17	201-00-00.531800	28.00		
			REGULAR MEETING 7/13/17	202-00-00.531800	56.00		
01-0037	TYLER TECHNOLOGIES INCOD	241351	(3,287)UB NOTIFY CALLS/APR-JUN	I 025-194830	6/30/2017	328.70	
			(3,287)UB NOTIFY CALLS/APR-JUN	201-00-00.538100	109.57		
			(3,287)UB NOTIFY CALLS/APR-JUN	202-00-00.538100	219.13		

						TOTAL =	52,647.57

FUND TOTALS		
FUND	NAME	TOTAL
=====		
201	WATER O & M	15,465.24
202	WASTEWATER O & M	37,182.33
=====		
TOTALS FOR ALL FUNDS =		52,647.57

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-1079	LINFIELD HUNTER & JUNIUS	241322	WWTP PM 6/11-7/15/17	I LHJ23445	7/18/2017	23,092.74
			WWTP PM 6/11-7/15/17	203-00-00.655010	23,092.74	
01-0972	MAX FOOTE CONSTRUCTION, I	241323	WWTP CONSTR 6/14-7/20/17	I 201707215238	7/21/2017	308,719.60
			WWTP CONSTR 6/14-7/20/17	203-00-00.655010	308,719.60	
01-1037	VOLKERT INC	241324	WWTP ENGIN 6/10-7/14/17	I 02107002	7/19/2017	27,362.50
			WWTP ENGIN 6/10-7/14/17	203-00-00.655010	27,362.50	
						</

ON AGENDA FOR APPROVAL

**MsRWA & MS State Dept. of Health
Water Certification Short Course –September 11-15, 2017
MS Coast Coliseum & Convention Center, 2350 Beach Boulevard, Biloxi, MS 39531**

Pre-Registration Form

Photocopy for each Registrant - Please Print or Type and Fill in ALL Blanks

Name: Ryan & Ralph County:

Address:

City/St/Zip:

Phone: Fax: Email:

System/Company: DWSO

Which class of Water Certification will you attend? Circle One: A B C D

Will you attend CEU Training, Tuesday-Thursday (Agenda coming)? Circle One: YES NO
If yes provide us with your certification numbers:

Water Certification #: Exp. Date:

Wastewater Certification #: Exp. Date:

Do you plan to attend the fish fry on Tuesday evening at the Point Cadet Plaza?

Circle One: YES NO (Cooked by Griner Drilling Service.)

The cost of the meal is included in your registration fee. Extra tickets are \$10.00 each.

Do you want to purchase a manual? It is highly recommended that you have the manual mailed in advance. Manual cost is \$35.00 plus \$4.10 Shipping. Circle One: YES NO

Do you plan to take the test on Friday? Circle One: YES NO – **BRING PHOTO ID**

FEES:

CEU Class Registration - Water/Wastewater Training Member Rate: \$175.00 Per Person	\$ <u> </u>
CEU Class Registration - Water/Wastewater Training Non-Member Rate: \$250.00 Per Person	\$ <u> </u>
(Includes Individual Membership for 1 (One) Year)	
Water Certification Class Registration Member Rate: \$250.00 Per Person	\$ <u> </u>
Water Certification Class Registration Non Member Rate: \$325.00 Per Person	\$ <u>325.00</u>
(Includes Individual Membership for 1 (One) Year)	
Manual: \$35.00 + \$4.10 Shipping	\$ <u>39.10</u>
Testing Fee: \$40.00 (Add \$75.00 After August 18 th)	\$ <u>40.00</u>
Extra Fish Fry Ticket: \$10.00 EACH	\$ <u> </u>
LATE & ON SITE REGISTRATION FEE: \$75.00 Per Person After August 18th	\$ <u> </u>
MsRWA Scholarship Donation:	\$ <u> </u>
Total Check Amount to Submit:	\$ <u>404.10</u>

On-Site registration is welcome, however there will be an additional fee of \$75.00.

There will be no refunds on registration, however exchange of the attendee is allowed for the full training.

Mail check payable to: MsRWA, 5400 N Midway Rd, Raymond, MS 39154

If you need additional info, please call 1.800.343.2520. FAX: 601.857.2434

2017 Utility Service Study Engineering
List of RFP Received - Due by 7/27/17@4pm

	Company	Date	Time	Delivered By:	Proposed Amount:
1	Allen & Hoshall	07/24/2017	11:46am	USPS	
2	A.Garner Russell & Assoc	07/26/2017	10:20am	hand-delivered by Bob	
3	Volkert, Inc.	07/27/2017	8:24am	hand-delivered by Robbie Hannah	
4	Pinnacle Engineering	07/27/2017	8:48am	hand-delivered by Beverly Foster	
5	Pickering Engineering	07/27/2017	9:50am	Fedex	
6	Digital Engineering	07/27/2017	12:55pm	hand-delivered	
7	Linfield Hunter & Junius	07/27/2017	1:38pm	hand-delivered by Tom Knight	
8	James J. Chiniche,PA,Inc.	07/27/2017	2:52pm	hand-delivered by Jim Chiniche	
9					
10					