

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: H25063-05F

To Madison County Wastewater Authority
Customer: 1239 Highway 51
Madison, MS 39110

Project H25063- MCWA Nissan Pump Station
Improvements, Contract 1

Via Engineer WGK Inc.
204 West Leake Street
Clinton, MS 39056

Application No. JB App #5
Period From: 11/1/2025
Period To: 11/13/2025

FINAL

Distribution to :
☐ Owner
☐ Engineer
☐ Contractor

From Contracto Hemphill Construction Company, Inc.
PO Drawer 879
1858 Hwy 49 South
Florence, MS 39073

Owner: Madison County Wastewater Authority
301 Distribution Drive
Canton, MS 39046

External N/A
Contract No.

Contract Date: 5/13/2025

Application Date: 11/24/2025

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$1,398,500.00
2. Net Change By Change Order	\$179,230.00
3. Contract Sum To Date	\$1,577,730.00
4. Work Completed To Date	\$1,577,730.00
5. Stored Materials Inventory	\$0.00
6. Total Completed and Stored To Date	\$1,577,730.00
7. Retainage	
a. Maximum Retainage is in effect.	
b. Securities are furnished in lieu of Retainage.	\$40,000.00
c. Retainage on Work Completed to Date 2.50 %	\$39,443.25
d. Retainage on Stored Materials Inventory 0.00 %	\$0.00
e. Total Calculated Retainage	\$39,443.25
f. Total Retainage To Be Withheld	\$0.00
8. Total Earned Less Retainage	\$1,577,730.00
9. Less Previous Certificates For Payments	\$1,397,481.73
10. Current Payment Due	\$180,248.27
11. Balance to Finish, Plus Retainage.	\$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$179,230.00	\$0.00
TOTALS	\$179,230.00	\$0.00
Net Changes By Change Order	\$179,230.00	

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: Hemphill Construction Company, Inc.

By: [Signature] Date: 11/24/2025

State of: Mississippi County of: Simpson

Subscribed and sworn to before me this 24th day of November 2025

Notary Public: [Signature]

My Commission expires: 6-15-2029

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 **\$180,248.27**

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

ENGINEER:

OWNER:

By: [Signature] Date: 12/8/2025 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.



CONTINUATION SHEET

Page 2 of 2

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #5
Application Date : 11/24/25
Period From: 11/01/25
Period To: 11/13/25
External Contract No.:

Invoice # : H25063-05F

Contract : H25063- MCWA Nissan Pump Station Improvements, Contract 1

Item No.	Description of Item	Contract U of M	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complete
10	Mobilization	LS	1.00	\$22,250.00	\$22,250.00	1.00	0.00	1.00	\$22,250.00	\$0.00	0.00	\$22,250.00	\$0.00	100.00%
20	Bypass Pumping Mobilization & Demobilization	LS	1.00	\$90,330.00	\$90,330.00	1.00	0.00	1.00	\$90,330.00	\$0.00	0.00	\$90,330.00	\$0.00	100.00%
30	Cleaning, Debris Removal & Disposal, & Removal of 6 Existing	LS	1.00	\$88,200.00	\$88,200.00	1.00	0.00	1.00	\$88,200.00	\$0.00	0.00	\$88,200.00	\$0.00	100.00%
40	Prepare Wall Pipe Surface, Protect Mating Faces, and Apply E	EA	6.00	\$860.00	\$5,160.00	0.00	6.00	6.00	\$0.00	\$5,160.00	0.00	\$5,160.00	\$0.00	100.00%
50	Sandblast Concrete & Rebar & Prime Coat Rebar	LS	1.00	\$180,000.00	\$180,000.00	1.00	0.00	1.00	\$180,000.00	\$0.00	0.00	\$180,000.00	\$0.00	100.00%
60	pH Test and Prepare Concrete for Restoration	LS	1.00	\$500.00	\$500.00	1.00	0.00	1.00	\$500.00	\$0.00	0.00	\$500.00	\$0.00	100.00%
70	Apply Cementitious or Epoxy Mastic Material to Restore Cover	CF	870.00	\$422.00	\$367,140.00	870.00	0.00	870.00	\$367,140.00	\$0.00	0.00	\$367,140.00	\$0.00	100.00%
80	Prepare Concrete Surface & Apply Epoxy Coatings	SF	7,650.00	\$20.00	\$153,000.00	7,497.00	153.00	7,650.00	\$149,940.00	\$3,060.00	0.00	\$153,000.00	\$0.00	100.00%
90	Test for and Correct Holidays	LS	1.00	\$5,000.00	\$5,000.00	0.00	1.00	1.00	\$0.00	\$5,000.00	0.00	\$5,000.00	\$0.00	100.00%
100	Supply New Lined & Coated Riser Pipes and Fittings	SHT	6.00	\$23,800.00	\$142,800.00	0.00	6.00	6.00	\$0.00	\$142,800.00	0.00	\$142,800.00	\$0.00	100.00%
110	Surface Prep & Recoat Riser Pipes and Fittings	SHT	0.00	\$4,600.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0.00%
120	Install Riser Pipes and Fittings and Pipe Supports and Guide	SHT	6.00	\$2,800.00	\$16,800.00	0.00	6.00	6.00	\$0.00	\$16,800.00	0.00	\$16,800.00	\$0.00	100.00%
130	Bypass Pumping Rental & Operation	LS	1.00	\$410,000.00	\$410,000.00	0.89	0.12	1.00	\$360,800.00	\$49,200.00	0.00	\$410,000.00	\$0.00	100.00%
140	Bypass Pumping Fuel	GAL	7,000.00	\$3.75	\$26,250.00	6,335.70	664.30	7,000.00	\$23,758.88	\$2,491.12	0.00	\$26,250.00	\$0.00	100.00%
150	Reinstall Trash Basket Rails & Baskets	LS	1.00	\$1,900.00	\$1,900.00	0.00	1.00	1.00	\$0.00	\$1,900.00	0.00	\$1,900.00	\$0.00	100.00%
160	Supply & Install 3 New Sileo Gates w/ Operating Rods & Floor	LS	1.00	\$59,000.00	\$59,000.00	1.00	0.00	1.00	\$59,000.00	\$0.00	0.00	\$59,000.00	\$0.00	100.00%
170	Supply & Replace 2 Ventilation Fans for Wetwells	LS	1.00	\$9,400.00	\$9,400.00	0.00	1.00	1.00	\$0.00	\$9,400.00	0.00	\$9,400.00	\$0.00	100.00%
Grand Totals					\$1,577,730.00				\$1,341,918.88	\$235,811.12	\$0.00	\$1,577,730.00	\$0.00	100.00%

AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> MCWA Nissan Pump Station Improvements, Contract 1	ARCHITECT'S PROJECT NUMBER: CONTRACT FOR: General Construction	OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> SURETY <input type="checkbox"/> OTHER <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> Madison County Wastewater Authority 301 Distribution Drive Canton, MS 39046	CONTRACT DATED: 05/13/2025	

STATE OF: Mississippi
COUNTY OF: Simpson

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: Payment of Pay Estimate #4 in the amount of \$195,105.00 and Payment of Pay Estimate #5F in the amount of \$180,248.27


SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073

BY:


(Signature of authorized representative)

Wilson Crockett, Project Manager
(Printed name and title)

Subscribed and sworn to before me on this date,

11/24/2025

Notary Public:


My Commission Expires:

June 15, 2029



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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P.O. Drawer 879
Florence, MS 39073-0879



Phone: 601-932-2060
Fax: 601-932-2550

Municipal & Public Works Construction

Heavy & Highway Construction

WARRANTY


Owner: Madison County Wastewater Authority
301 Distribution Drive
Canton, MS 39046

Contractor: Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073

Project: MCWA Nissan Pump Station Improvements, Contract 1


Completion Date: November 13, 2025

Hemphill Construction Company, Inc. hereby warrants that all labor and materials furnished and work performed by the Hemphill Construction Company, Inc. on the above referenced project are in accordance with the requirements of the contract, including amendments thereto, for a period of one (1) year following the completion date and written acceptance by the Owner. Hemphill Construction shall make good any defects at no expense to the Owner for this period.


Wilson Crockett
Project Manager

Subscribed and sworn to me this date:

24th day of November, 2025.


Notary, Samantha Brown

My Commission Expires June 15, 2029.



The difficult we do immediately, the impossible takes a little longer!



P.O. Drawer 879
Florence, MS 39073-0879

Phone: 601-932-2060
Fax: 601-932-2550

Municipal & Public Works Construction

Heavy & Highway Construction

November 24, 2025

WGK, Inc.
204 West Leake Street
Clinton, MS 39056

Attn: Greg Gearhart

Re: MCWA Nissan Pump Station Improvements, Contract 1
Job Number: H25063

Dear Sir:

Hemphill is submitting our final pay application. We ask that as you process our final estimate, that you also process any paper work necessary to release our Certificate of Deposit that you are holding as retainage. Please, have the Owner enclose the certificate with our payment for the final estimate when you mail it to us. Your immediate help in closing this project out is greatly appreciated. **Please, return the original power of attorney and certificate of deposit. We will return it to the bank. You will not need to take any other action. Thank you.**

Sincerely,

HEMPHILL CONSTRUCTION CO., INC.

Richard A. Rula, P.E.
President

CD #	Date on CD	Amount
130310131	08/12/2025	\$15,000.00
130310135	09/03/2025	\$25,000.00
Total		\$40,000.00

RAR/sb

The difficult we do immediately, the impossible takes a little longer!

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER

AIA DOCUMENT G707

FEDERAL INSURANCE COMPANY BOND NO. K41990235

PROJECT: MCWI Pump Station Improvements Contract 1
Nissan Pump Station Improvements

TO (Owner)
Madison County Wastewater Authority
301 Distribution Drive
Canton MS 39046

ARCHITECT'S PROJECT NO.:
CONTRACT FOR: SAME AS ABOVE
CONTRACT DATE: April 24, 2025

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

FEDERAL INSURANCE COMPANY
P O Box 1650
Whitehouse Station NJ 08889-1650

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Hemphill Construction Company, Inc.
P O Drawer 879
Florence, MS 39073-0879

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety Company of any of its obligations to (here insert name and address of Owner)

Madison County Wastewater Authority
301 Distribution Drive
Canton MS 39046

.OWNER

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 20 day of November, 2025.

FEDERAL INSURANCE COMPANY
Surety Company


Signature of Authorized Representative

Mary Anne Goodin
Title: Attorney In Fact

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF
DEBTS AND CLAIMS, Current Edition

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ONE PAGE

FORM 15-10-87 (ED. 4-77)



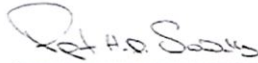
Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 9th day of April 2024.



Rupert HD Swindells, Assistant Secretary



Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 9th day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

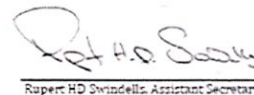
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this November 20, 2025




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

MCWI Engineer's Certification Form
Reimbursement Request

MCWI Subgrantee Name: MADISON COUNTY

MCWI Subgrant Agreement Number: 580-2-CW-5.5

MCWI Reimbursement Request Number: 4

Contractor/Supplier Name: HEMPHILL CONSTRUCTION COMPANY

Contract Identifier (Number or Description): CONTRACT 1 - NISSAN PUMP STATION IMPROVEMENTS

Invoice/Payment Application Number(s): H25063-05F

I certify, to the best of my knowledge and belief, that all items and amounts shown in the above referenced invoice(s)/payment application(s) are correct, that all work has been performed and/or material supplied in compliance with the approved Plans and Specifications and is accurate, that all required permits have been obtained from the appropriate authorities, and that all work has been performed in compliance with these permits.

Engineer's Signature:  Date: 12/8/2025

Print Name: GREG GEARHART PE

MCWI Reimbursement Request Certification Form

This form must be completed and uploaded each time a reimbursement request is submitted. The form must be signed by the **Authorized Representative** for the Subrecipient.

For the purposes of this form **Authorized Representative** is defined as the Mayor of a Municipality, the President of a County Board of Supervisors, or an Officer of a Public Utility.

I, _____, certify that I am the authorized representative for MADISON COUNTY and have the legal authority to oversee the submission of this reimbursement request.

MCWI Subrecipient Name: MADISON COUNTY

MCWI Subaward Agreement Number: 580-2-CW-5.5

MCWI Reimbursement Request Number: 4

I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

I certify that this/these expenditure(s) comply(ies) with the guidelines, guidance, rules, regulations and/or other criteria, as may be amended from time to time, of the United States Department of the Treasury regarding the use of monies from the Coronavirus State Fiscal Recovery fund established by ARPA.

I certify that all costs associated with the project, including any and all change orders, are necessary, reasonable, and allocable. All changes orders are within the scope of the contract and MCWI subaward, properly documented, approved, and conform to all applicable federal, state, and local requirements.

Authorized Representative Signature

Print Name

Date