

BID FORM

Proposal of Glasgow Construction Company, Inc.

(hereinafter called "Bidder"), organized and existing under the laws of the State of

Alabama, doing business as a corporation

* to **CITY OF TUPELO** (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **TOWN CREEK EROSION CONTROL BRIDGE NO. 206 REBID, BID NO. 2025-029 PW** in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on the date to be specified in the Notice to Proceed and to fully complete the project within 60 consecutive calendar days. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection and construction engineering.

Bidder acknowledges receipt of the following addendum:

*Insert "a corporation", "a partnership", or "an individual" as applicable.

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

BID SCHEDULE

Each bid item unit price shall include all applicable taxes and fees.

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
TOWN CREEK EROSION CONTROL BRIDGE NO. 206 REBID, BID NO. 2025-029PW					
ROADWAY					
1	Mobilization	1.0	LS	\$ 87,750.00	\$ 87,750.00
2	Clearing and Grubbing	1.0	LS	\$ 108,000.00	\$ 108,000.00
3	Unclassified Excavation (PM)	591.0	CY	\$ 120.00	\$ 70,920.00
4	Borrow Excavation (PM)	420.0	CY	\$ 150.00	\$ 63,000.00
5	Geotextile Fabric Stabilization (Type V) (AOS<0.43) (Non-Woven)	265.0	SY	\$ 7.00	\$ 1,855.00
6	Crushed Stone, (Size 3/4" & Down) (PM)	50.0	CY	\$ 60.00	\$ 3,000.00
7	Crushed Stone, (Size 3/4" & Down) (Remove & Relay) (PM)	25.0	CY	\$ 40.00	\$ 1,000.00
8	Maintenance of Traffic	1.0	LS	\$ 12,000.00	\$ 12,000.00
9	Additional Construction Signs	0.0	SF	\$ 10.00	\$
EROSION CONTROL					
10	Solid Sod	1,145.0	SY	\$ 5.00	\$ 5,725.00
11	Portland Cement Concrete Paved Ditch	9.95	CY	\$ 1,500.00	\$ 14,925.00
12	Temporary Silt Fence (Type I OR II) (AOS < 0.15-0.84)	950.0	LF	\$ 5.00	\$ 4,750.00
13	Wattles, 20"	350.0	LF	\$ 20.00	\$ 7,000.00
14	Loose RipRap, Size 300 LB.	1,507.0	TON	\$ 137.00 ^{KG}	\$ 206,459.00 ^{KG}
15	Geotextile Fabric Under Rip Rap (Type V) (AOS<0.43) (Non-Woven)	1,195.0	SY	\$ 7.00	\$ 8,365.00
BRIDGE ITEMS					
16	Bridge Concrete, Class "B"	2.0	CY	\$ 4,000.00	\$ 8,000.00
17	Reinforcement	40.0	LBS	\$ 20.00	\$ 800.00
18	Piling Splices	27.0	LF	\$ 1,000.00	\$ 27,000.00
19	Undersealing (Foam)	800.0	LBS	\$ 37.00	\$ 29,600.00
TOTAL BASE BID					\$ 660,149.00 ^{KG}

PROPOSED SUBCONTRACTORS

In accordance with General Condition 6.15.4, the Contractor shall not award to Subcontractors in excess of fifty (50%) percent of the contract value, without prior approval of the Owner.

Subcontractor	Address	Work to be Subcontracted	Amount

All of the above prices shall include all labor, materials, taxes, overhead, profit, bonds, insurance, and other costs necessary to cover the finished work of the several kinds called for.

Bidder acknowledges that (1) each unit price provided includes an amount considered by the Bidder to be adequate to cover the Contractor's overhead and profit for each separately identified item, (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, (3) up to a ten percent reduction in the quantities for unit priced items may be applied to establish a construction contract amount that is within the funds available for construction and (4) final payment for all unit priced bid items will be based on actual quantities, determined as set forth in the Contract Documents.

IT IS UNDERSTOOD THAT THE CONTRACT WILL BE AWARDED BASED ON THE TOTAL BASE BID OR ON THE BASE BID AND ANY COMBINATION OF ALTERNATE BIDS AS THE OWNER CHOOSES.

UNIT PRICED ITEMS INCLUDED IN ANY ALTERNATE BIDS THAT HAVE THE SAME ITEM NUMBER AND ITEM DESCRIPTION AS FOR THE BASE BID SHALL BE OFFERED AT THE SAME UNIT PRICE IN ANY ALTERNATE BID AS OFFERED IN THE BASE BID.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 10 calendar days and deliver a Surety Bond or Bonds as required

by Article 5 of the General Conditions.

The bid security attached in the sum of

5%

_____ Dollars,

(\$ _____) (5% of the Total Bid) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder hereby certifies that he is a:

_____ Resident Contractor
(See Information for Bidders)



Non-Resident Contractor

Respectfully submitted this the 23 day of September, 2025

By

Kurt Myer

Title

VP

Company Glasgow Construction Co., Inc.

Address 1872 11th Ave., Gwin, AL 35963

Phone (205) 468-2252

Employer Identification No. 63-1269107

Email Address glasce@yahoo.com

SEAL (If bid is by a corporation.)



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Glasgow Construction Company Inc.

as Principal, and Western Surety Company

as Surety, are hereby held and firmly bound unto CITY OF TUPELO, as owner in the penal sum of _____

Five Percent (5%) of Amount Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 23 day of September, 2025.

The condition of the above obligation is such that whereas the Principal has submitted to CITY OF TUPELO a certain Bid, attached hereto and hereby made a part hereof to enter into contract in writing, for the TOWN CREEK EROSION CONTROL BRIDGE NO 206 REBID, BID 2025-029PW.

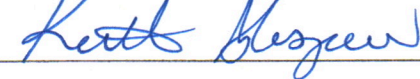
NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Glasgow Construction Company Inc.



(L.S.)

Principal

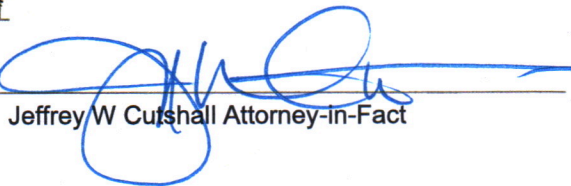


Western Surety Company

Surety



By:



Jeffrey W Cutshall Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Ryan R. McClendon, Jeffrey W Cutshall, Albert Bowen Evans, Keith W Harrelson, Jennifer Barranco, Individually

of Birmingham, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of November, 2023.



WESTERN SURETY COMPANY

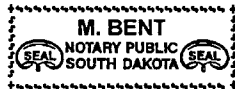
Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha

On this 9th day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23 day of September 2025



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: TOWN CREEK EROSION CONTROL BRIDGE NO. 206

Termini: CITY OF TUPELO

Prime Consultant: Glasgow Construction Company, Inc.

By executing this Certification and Agreement, the undersigned verifies its compliance with the Mississippi Employment Protection Act, Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

149576

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

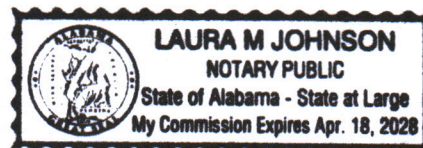
BY: Keith Glasgow 09/23/25
Authorized Officer or Agent Date

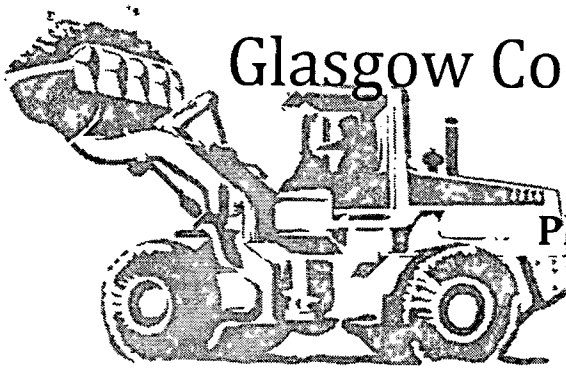
Keith Glasgow VP
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 23 day of September, 2025.

Laura M. Johnson
NOTARY PUBLIC
My Commission Expires: 04/18/28

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.





Glasgow Construction Company, Inc.

1872 11th Ave.

Guin, AL 35563

Phone: (205)468-2252

Fax: (205)468-2280

glascc@yahoo.com

Gentlemen,

We are an Alabama domicile contractor.

Enclosed is a copy of Alabama's Bidding Preference Law which is reciprocal with Mississippi and other states contiguous with Alabama. Therefore, Alabama does not allow a preference to an Alabama contractor over a Mississippi contractor on work bid in Alabama.

Sincerely,

A handwritten signature in cursive script that reads "Ronnie Glasgow". The signature is fluid and stylized, with the first and last names being clearly legible.

Ronnie Glasgow

Code of Alabama

Section: 39-2-12

Catchline: Partial and Final Payments of Contractors by Awarding Authorities.

(a) As used in this section the following words shall have the meanings ascribed to them as follows:

(1) **CONTRACTOR.** Any natural person, partnership, company, firm, corporation, association, limited liability company, cooperative, or other legal entity licensed by the Alabama State Licensing Board for General Contractors.

(2) **NONRESIDENT CONTRACTOR.** A contractor which is neither a. organized and existing under the laws of the State of Alabama, nor b. maintains its principal place of business in the State of Alabama. A nonresident contractor which has maintained a permanent branch office within the State of Alabama for at least five continuous years shall not thereafter be deemed to be a nonresident contractor so long as the contractor continues to maintain a branch office within Alabama.

(3) **RETAINAGE.** That money belonging to the contractor which has been retained by the awarding authority conditioned on final completion and acceptance of all work in connection with a project or projects by the contractor.

(b)(1) Unless otherwise provided in the specifications, partial payments shall be made as the work progresses at the end of each calendar month, but in no case later than 35 days after the acceptance by the awarding authority that the estimate and terms of the contract providing for partial payments have been fulfilled. The contract between the contractor and the awarding authority shall designate a person to review the progress of completed work and to review documents submitted by the contractor as provided in this section. Except as otherwise provided for the Department of Transportation, the designated person, within 10 days, shall review the submission and respond in writing to accept or forward, as provided in this subsection, a request for payment. For contracts involving the Department of Transportation, the time frame for review and response shall be 20 days. In the event of an error in the submission or a dispute regarding compliance with the provisions of the contract, the error or dispute shall be disclosed in writing to the contractor within 10 days and, after corrective actions are taken, the invoice may be resubmitted and shall be addressed as provided in this section; provided that for contracts involving the Department of Transportation, the time frame for review and response shall be 20 days. In the absence of error or dispute, the

awarding authority shall proceed within 10 days as follows for payment of the invoice:

a. For contracts subject to subsection (l), the awarding authority shall forward the request for payment to the entity or agency that is the source of funding to be used by the contractor.

~~----- b. For contracts not subject to subsection (l), the payment shall be made by the~~
contracting agency in accordance with the payment requirements and deadlines established in this section.

(2) In preparing estimates, the material delivered on the site, materials suitably stored and insured off-site, and preparatory work done may be taken into consideration. If the amount due by the awarding authority is not in dispute and the amount payable is not paid within the above 35-day period, the contractor to whom payment is due shall also be entitled to interest from the awarding authority at the rate assessed for underpayment of taxes under Section 40-1-44(a), on the unpaid balance due. Any agreement to increase the 35-day period for payment after the execution of the contract is not enforceable. Interest payments shall not be due on payments made after the 35-day period because of administrative or processing delays at the close of the fiscal year or delays resulting from official and announced closures by the awarding authority. The provisions in this subsection shall not apply to contracts administered by the Alabama Building Commission, regardless of the source of the funds to be utilized to fulfill the awarding authority's obligation under the contract.

(c) In making the partial payments, there shall be retained not more than five percent of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site, and after 50 percent completion has been accomplished, no further retainage shall be withheld. The retainage as set out above shall be held until final completion and acceptance of all work covered by the contract unless the escrow or deposit arrangement described in subsections (f) and (g) is utilized. Provided, however, no retainage shall be withheld on contracts entered into by the Alabama Department of Transportation for the construction or maintenance of public highways, bridges, or roads.

(d) In addition to other requirements, a nonresident contractor shall satisfy the awarding authority that he or she has paid all taxes due and payable to the State of Alabama or any political subdivision thereof prior to receiving final payment for contract work. When maintenance periods are included in the contract covering highways and bridges or similar structures, the periods shall be considered a

component part of the contract. On completion and acceptance of each separate building, public work, or other division of the contract on which a price is stated separately in the contract or can be separately ascertained, payment may be made in full, including the retained percentage thereof, less authorized deductions. Nothing in this section shall be interpreted to require the awarding authority to make full payment on an item of work when the item of work is an integral part of a complete improvement.

(e) In lieu of the retained amounts provided for in subsection (c) of this section, the awarding authority may provide in the specifications or contracts an alternate procedure for the maintenance of an escrow account as provided in subsection (f) or the depositing of security as provided in subsection (g).

(f) An escrow account, established pursuant to an escrow agreement, shall be entered into only on the following conditions:

(1) If the contractor shall have entered into more than one construction contract allowing for the maintenance of escrow accounts, the contractor may elect to combine the amounts held in lieu of retainage under each contract into one or more escrow accounts or may elect to establish a separate escrow account for each contract.

(2) Only state or national banks chartered within the State of Alabama or savings and loan associations domiciled in the State of Alabama may serve as an escrow agent.

(3) The escrow agent must limit the investment of funds held in escrow in lieu of retained amounts provided for in subsection (c) of this section to savings accounts, certificates of deposit or similar time deposit investments (which may, at the election of the contractor, be in an amount in excess of the maximum dollar amount of coverage by the Federal Deposit Insurance Corporation, the Federal Savings & Loan Insurance Corporation, or other similar agency), U.S. Treasury Bonds, U.S. Treasury Notes, U.S. Treasury Certificates of Indebtedness, U.S. Treasury Bills, bonds or notes of the State of Alabama or bonds of any political subdivision of the State of Alabama.

(4) As interest on all investments held in escrow becomes due, it shall be collected by the escrow agent and paid to the contractor.

(5) The escrow agent shall periodically acknowledge to the awarding authority and contractor the amount and value of the escrow account held by the escrow agent, and any additions to the escrow account by the awarding authority shall be

reported immediately to the contractor. Withdrawals from the escrow account shall only be made subject to the written approval of the awarding authority.

(6) Upon default or overpayment, as determined by the awarding authority, of any contract or contracts subject to this procedure, and upon the written demand of the awarding authority, the escrow agent shall within 10 days deliver a cashier's check to the awarding authority in the amount of the escrow account balance (subject to

the redemption value of such investments at the time of disbursement) relating to the contract or contracts in default.

(7) The escrow account may be terminated upon completion and acceptance of the contract or contracts as provided in subsections (c) and (i) of this section.

(8) All fees and expenses of the escrow agent shall be paid by the contractor to the escrow agent and if not paid shall constitute a lien on the interest accruing to the escrow account and shall be paid therefrom.

(9) The escrow account shall constitute a specific pledge to the awarding authority, and the contractor shall not, except to his or her surety, otherwise assign, pledge, discount, sell, or transfer his or her interest in the escrow account, the funds in which shall not be subject to levy, garnishment, attachment, or any other process whatsoever.

(10) The form of the escrow agreement and provisions thereof in compliance herewith, as well as such other provisions as the awarding authority shall from time to time prescribe, shall be subject to written approval of the awarding authority. The approval of the escrow agreement by the awarding authority shall authorize the escrow agent to accept appointment in such capacity.

(11) The awarding authority shall not be liable to the contractor or his or her surety for the failure of the escrow agent to perform under the escrow agreement, or for the failure of any financial institution to honor investments issued by it which are held in the escrow account.

(g) The contractor may withdraw the whole or any part of the retainage upon deposit of securities only in accordance with the following procedures:

(1) The contractor shall deposit with the State Treasurer or the municipal or county official holding funds belonging to the contractor, the following readily negotiable security or any combination thereof in an amount at least equal to the amount withdrawn, the security shall be accepted at the time of deposit at market value but not in excess of par value:

a. U.S. Treasury Bonds, U.S. Treasury Notes, U.S. Treasury Certificates of Indebtedness, or U.S. Treasury Bills.

b. Bonds or notes of the State of Alabama.

c. Bonds of any political subdivision of the State of Alabama.

d. Certificates of deposit issued by the Federal Deposit Insurance Corporation insured banks located in the State of Alabama. The certificates shall be negotiable and only in an amount not in excess of the maximum dollar amount of coverage by the Federal Deposit Insurance Corporation.

e. Certificates of deposit issued by savings and loan associations located in the State of Alabama, the accounts of which are insured by the Federal Deposit Insurance Corporation or the accounts of which are insured by a company approved by the state Savings and Loan Board and the certificates shall be made payable with accrued interest on demand. Any certificate from any of the savings and loan associations referred to in this paragraph shall not be for an amount in excess of the maximum dollar amount of coverage of the Federal Deposit Insurance Corporation.

(2) The agency or department of the state having jurisdiction over any public works contract shall notify the State Treasurer of the amount of the deposit required and shall also notify the State Treasurer when to release the deposit.

(3) The architect or engineer representing any municipality or county or the chair of any board, commission, or agency of any municipality or county shall notify the municipal or county official of the amount of deposit required and shall also notify the municipal or county official when to release the deposit.

(4) At the time of deposit of any security, the security may be endorsed and shall be accompanied by a conditional assignment to the public body designated as owner in the contract document, which assignment shall empower the State Treasurer, or the municipal or county official to negotiate the security at any time to the extent necessary to cause the fulfilling of the contract.

(5) Any interest or income due on any security deposited shall be paid to the contractor. If the deposit is in the form of coupon bonds, the coupons, as they respectively become due, shall be delivered to the contractor.

(6) In the event the contractor defaults in the performance of the contract or any portion of the contract, the securities deposited by the contractor in lieu of retainage and all interest, income, and coupons accruing on the securities, after default, may be sold by the state or any agency or department of the state, any municipality or

county, or any board, commission, or agency of the municipality or county and the proceeds of the sale shall be used as if the proceeds represented the retainage provided for under the contract.

(h) All material and work covered by partial payments made shall become the sole property of the awarding authority, but the contractor shall not be relieved from the sole responsibility for the care and protection of materials and work upon which payments have been made, and for the restoration of any damaged work.

(i)(1) Upon the contractor's completion and the awarding authority's acceptance of all work required, the awarding authority shall pay the amount due the contractor upon the contractor's presentation of the following items:

- a. A properly executed and duly certified voucher for payment.
- b. A release, if required, of all claims and claims of lien against the awarding authority arising under and by virtue of the contract, other than such claims of the contractor, if any, as may be specifically excepted by the contractor from the operation of the release in stated amounts to be set forth therein.
- c. Proof of advertisement as provided by law. Upon proof of advertisement, the prescribed terms of payment shall not be amended after the terms and specifications have been published.

(2) Such payment shall become due and owing 35 days after all the requirements of subdivision (1) are fulfilled, and any agreement to increase the 35-day period for payment after the execution of the contract is not enforceable. If the amount payable is not paid as required, interest on the amount shall be due and owing to the contractor. Interest shall accrue on the day following the later date described above and shall be paid from the same fund or source from which the contract principal is paid. The interest rate for payments shall be the legal amount currently assessed for under payment of taxes under Section 40-1-44 (a).

(3) Except as may be prohibited by Article I, Section 14 of the Constitution of Alabama of 1901, a contractor or awarding authority may file a civil action against the party contractually obligated for the payment or repayment claimed to recover the amount due plus the interest accrued in accordance with this chapter. In addition to the payment of any amounts due plus interest, if applicable, the court shall award the prevailing party reasonable attorneys' fees, court costs, and reasonable expenses. This provision shall not apply to contracts administered by the Alabama Building Commission, regardless of the source of the funds to be utilized to fulfill the awarding authority's obligation under the contract.

(j) If the Department of Transportation or a county awarding authority shall determine that there has been overpayment to a contractor on a contract award pursuant to this chapter, the Department of Transportation or the county awarding authority shall provide written notice of the overpayment to the contractor and the contractor shall remit the overpayment to the Department of Transportation or the county awarding authority within 60 days of receipt of the demand. If the contractor fails to remit payment in full of the overpayment within 60 days of receipt of demand, the contractor shall be disqualified from bidding as a prime contractor or from performing work as a subcontractor on any future Department of Transportation contract or county contract for the construction or maintenance of public highways, bridges, or roads until the overpayment is made. The Department of Transportation or county awarding authority shall also be entitled to interest from the contractor at the rate assessed for under payment of taxes under Section 40-1-44 (a) beginning on the 61st day after the contractor's receipt of demand.

(k) The contract between the awarding authority and contractor shall contain provisions outlining the source of sufficient funds to be utilized to fulfill the awarding authority's obligations under the contract, including whether the funds are held by the awarding authority at the time of the execution of the contract or whether the funds will become available at a date following the execution of the contract.

(l) Should the source of funds for the payment be a grant, award, or direct reimbursement from the state, federal government, or other source which will not become available until after the execution of the contract, this shall be disclosed in the bid document and contract and the provisions of this chapter regarding prompt payment shall not apply until the awarding authority is in receipt of the funds as provided in the contract. Upon such receipt, the contracting agency shall process payment within 10 days and the requirement shall be enforceable as provided herein.

(m) In the event of a conflict between the provisions of this section and the provisions of any other section of the Code of Alabama 1975, or any agency's or department's rules, regulations, or manuals, this section shall govern.

(n) The provisions of this section shall not apply to any state agency established pursuant to Chapter 1 of Title 33.

(o) The payment provisions of this section shall not apply to contracts entered into by governmental entities as a result of response and recovery to any of the conditions described in Section 31-9-2(a) or as a result of any other disaster event.

(p) The provisions set forth in this section shall apply to all payments, partial or otherwise.

History: (Acts 1947, No. 492, p. 338, §11; Acts 1975, No. 951, p. 1988, §1; Acts 1977, No. 508, p. 670; Acts 1978, No. 834, p. 1235; Acts 1980, No. 80-692, p. 1393; Acts 1997, No. 97-225, p. 348, §1; Act 2000-691, p. 1404, §1; Act 2004-419, p. 702, §1; Act 2012-379, p. 997, §§1-3; Act 2014-404, p. 1485, §1.)

SECTION S-103 - AWARD AND EXECUTION OF CONTRACT

S-103.01--Consideration of Proposals. After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit prices bid. The results of comparisons will be immediately available to the public. In the event of a discrepancy between unit prices and extensions, the unit price shall govern.

In consideration of contract proposals which are equal to or in excess of 50,000 dollars and financed wholly with State funds, preference will be given to resident Contractors, and a nonresident bidder domiciled in a state having laws granting preference to local Contractors will be considered for such contracts on the same basis as the nonresident bidder's State awards contracts to Mississippi Contractors bidding under similar circumstances.

* When a nonresident Contractor submits a bid equal to or in excess of 50,000 dollars and the contract is financed wholly with State funds, the Contractor shall attach thereto a copy of the current laws from the State of domicile and an explanation thereof pertaining to treatment of nonresident Contractors. If no preferential treatment is provided for resident Contractors in the State of domicile and contracts are awarded to the lowest responsible bidder, a statement to this effect shall be attached. Should the attachment not accompany the bid when submitted, the Contractor shall have 10 days following the opening of bids to furnish the information to the Engineer.

As used herein, the term "resident Contractors" includes a nonresident person, firm, or corporation that has been qualified to do business in this State and has maintained a permanent full-time office in the State of Mississippi for two years prior to January 1, 1986, and the subsidiaries and affiliates of such a person, firm or corporation.

The right is reserved to reject any or all proposals, to waive technicalities, or to advertise for new proposals, if in the judgment of the awarding authority the best interests of the County will be promoted thereby.

S-103.02--Award of Contract. The award of contract, if awarded, will be made within 60 calendar days after the opening of proposals to the qualified bidder whose proposal complies with all the requirements prescribed. The award of contracts involving the expenditure of Federal funds will be contingent upon approval of the State Aid Engineer and the Executive Director of the Mississippi Department of Transportation. The successful bidder will be notified, by letter mailed to the address shown on his proposal, that his bid has been accepted and that he has been awarded the contract.

Resident Contractors actually domiciled in Mississippi which may be corporate, individuals or partnerships are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the State of domicile of the nonresident.

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

GLASGOW CONSTRUCTION COMPANY INC.

1872 11TH AVE

GUIN, AL 35563

is duly registered and entitled to perform

- 1) CLEARING, GRUBBING, SNAGGING 2) DEMOLITION
3) EXCAVATION, GRADING & DRAINAGE 4) HIGHWAY, STREET AND BRIDGE
CONSTRUCTION



We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 8 day of Jul., 2025

CERTIFICATE OF RESPONSIBILITY

No. 14987-MC

Expires Jul. 8, 2026

Joel Q. Canell

CHAIRMAN OF THE BOARD