

**HAVEN ACRES DITCH IMPROVEMENTS  
CITY OF TUPELO, MISSISSIPPI**

**BID BOND**

Know all men by these presents, that we, the undersigned, ERS, Inc.,  
as Principal, and SureTec Insurance Company  
as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal  
sum of Five Percent (5%) of Bid Amount for the payment of which,  
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 19th day of July, 2024.

The Condition of the above obligation is such that whereas the Principle has submitted to THE CITY OF TUPELO, MISSISSIPPI, a certain Bid, attached hereto and hereby made a part of to enter into contract in writing, for the construction of:

**HAVEN ACRES DITCH IMPROVEMENTS**

Now, therefore,

- (a) If said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principle 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 there with, 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 shall 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.

ERS, Inc.

By: Todd Roberts (L.S.)

(Principal) Todd Roberts, President

SureTec Insurance Company  
(Surety)

By: Sherrill A. Kelley  
Sherrill A. Kelley, Attorney-in-Fact

**IMPORTANT** - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Sherill A. Kelley, David Ray Robertson, Jessica Windham, John E. Marchetti, John G. Raines, Kelli Burnum, Rita G. Clark, Tammy Vernon, Rane Martin, William D. Horne III, William D. Horne Jr., Amanda J. Charfauros

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Twenty Five Million and 00/100 Dollars (\$25,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 5th day of April, A.D. 2024.

SURETEC INSURANCE COMPANY

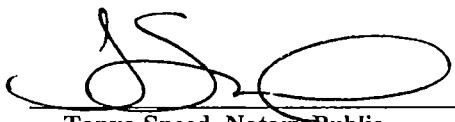
By:   
Michael C. Keimig, President

State of Texas  
County of Harris



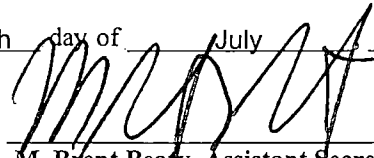
On this 5th day of April, A.D. 2024 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Tanya Sneed, Notary Public  
My commission expires March 30, 2027

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 19th day of July, 2024, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 2410013  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

**HAVEN ACRES DITCH IMPROVEMENTS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (#2024-041PW) (07-16-2024)**

Proposal of ERS, INC. (hereinafter called "BIDDER"),  
organized and existing under the laws of the State of Mississippi, doing business as A CORPORATION.\*

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for HAVEN ACRES DITCH IMPROVEMENTS within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

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 or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 90 consecutive calendar days. BIDDER further agrees to pay as liquidated damages the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

1, 2

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



# HAVEN ACRES DITCH IMPROVEMENTS CITY OF TUPELO, MISSISSIPPI

## BID PROPOSAL (# 2024-041PW) (07-16-2024)

The BIDDER agrees to perform all WORK for the construction of **HAVEN ACRES DITCH IMPROVEMENTS** as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

## CONTRACT – HAVEN ACRES DITCH IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Mobilization	1 L.S.	<u>Seventy Thousand</u> <u>Dollars and Zero Cents</u> <u>70000.00</u>	\$ <u>70000.00</u> ✓
2.	Clearing and Grubbing	1 L.S.	<u>One Hundred Thousand</u> <u>Dollars and Zero Cents</u> <u>100000.00</u>	\$ <u>100000.00</u> ✓
3.	Removal of Fence (All Types)	506 L.F.	<u>Eighteen Dollars and</u> <u>Zero Cents</u> <u>18.00</u>	\$ <u>9108.00</u> ✓
4.	Erosion Control Measures	1 L.S.	<u>Twenty Five Thousand</u> <u>Dollars and Zero Cents</u> <u>25000.00</u>	\$ <u>25000.00</u> ✓
5.	Earthwork	1 L.S.	<u>One Hundred Twenty Five</u> <u>Thousand Dollars Zero Cent</u> <u>125000.00</u>	\$ <u>125000.00</u> ✓
6.	Chain Link Fence	483 L.F.	<u>Sixty Five Dollars and</u> <u>Zero Cents</u> <u>65.00</u>	\$ <u>31395.00</u> ✓
7.	200# Rock Rip	7,750 Ton	<u>Ninety Dollars and</u> <u>Zero Cents</u> <u>90.00</u>	\$ <u>697500.00</u> ✓
8.	Geotextile Fabric	5,000 S.Y.	<u>Three Dollars and Zero Cents</u> <u>15000.00</u>	\$ <u>15000.00</u> ✓
9.	Grout for Riprap	100 C.Y.	<u>Six Hundred Dollars</u> <u>and Zero Cents</u> <u>600.00</u>	\$ <u>60000.00</u> ✓

10.	Maintenance of Traffic	1 L.S.	<u>Thirty Five Thousand</u> <u>Dollars Zero Cents</u> <u>35000.00</u>	\$ <u>35000.00</u> ✓
11.	Solid Sodding	9,430 S.Y.	<u>Ten Dollars and</u> <u>Zero Cents</u> <u>10.00</u>	\$ <u>94300.00</u> ✓
12.	Construction Fencing (Security Containment)	5,810 L.F.	<u>Thirty Five Dollars and</u> <u>Zero Cents</u> <u>35.00</u>	\$ <u>203350.00</u> ✓

**TOTAL OF BID ITEMS (1-12)** \$ 1,465,653.00 ✓

\$ One Million Four Hundred Sixty Five Thousand Six Hundred Fifty Three Dollars and Zero Cents ✓  
**(TOTAL IN WORDS)**

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

RESPECTFULLY SUBMITTED:

Company ERS, Inc  
Signature [Signature]  
Title PRESIDENT  
Address ERS, Inc.  
1635 Lelia Drive, Suite 202  
Jackson, MS 39216

Attest: [Signature]  
SEAL (if Bid is by a Corporation)

