

SECTION 00 42 00 PROPOSAL FORM

(Submit in Duplicate)

Bidder's Name: Stewart Environmental Construction, Inc.

Address: P.O. Box 978 2488 Mitchell Road

Tupelo, MS 38802

Date: April 12, 2023

Project Owner: City of Tupelo
71 East Troy Street
Tupelo, MS 38804

Project Name: Lee Acres Park, Pickleball Complex

Having carefully examined the Contract Documents and all addenda for the referenced Project, as well as the premises and conditions affecting the work, I, the undersigned, propose to furnish all labor, materials, and services required by the Contract Documents in accordance with the conditions of said Contract Documents for the sums set forth below:

Base Bid: One Million Three Hundred Eighty Nine Thousand Nine Hundred Eighty-Five
Dollars and no/100 (\$ 1,389,985.00).

Alternate #1 Bid: One Hundred Forty Five Thousand Dollars and no/100
 (\$ 145,000.00).

Alternate #2 Bid: Four Hundred Forty Thousand Dollars and no/100
 (\$ 440,000.00).

Alternate #3 Bid: Eighty Nine Thousand Four Hundred Fifty Dollars and no/100
 (\$ 89,450.00).

I (We) agree to hold our bid open for acceptance for **Sixty (60) calendar days** from the date of bid opening.

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in **Two Hundred & Ten (210) Calendar Days**, subject to the terms and conditions of the Contract.

The attached Non-Collusive Form must also be completed, notarized and included when submitting this Proposal. Any requested information not submitted may cause Proposal to be rejected.

Liquidated Damages:

For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; **\$500,00 per calendar day. NO EXTENSIONS WILL BE ALLOWED**

As required by Section 00 21 13 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall become the property of the Owner in the event the Agreement and required Bonds are not executed within the time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

Addendum Receipt:

The receipt of the following Addenda to the Bidding Documents is hereby acknowledged:

Addendum No.: <u>1</u>	Dated: <u>April 7, 2023</u>
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____

List of Suppliers and Sub-Contractors:

The low Bidder shall identify on the attached form within seven (7) days after bid receipt the names of the subcontractors and suppliers used by the Bidder in his bid for each subcontractor and supplier whose bid exceeds \$50,000.00.

Bidder acknowledges that his failure to indicate the name(s) of the subcontractors and suppliers included in his lump sum price within seven (7) days after bid receipt may result in the rejection of the Bidder's bid as nonresponsive and that Bidder's listing of itself as a subcontractor or supplier for any of the classifications or categories listed below means that Bidder will furnish the product from its manufacturing inventory or perform such work with its own regularly employed personnel and that Bidder has satisfactory qualifications and prior experience performing such work with its regularly employed personnel or manufacturing and furnishing such product from its manufacturing inventory. Bidder further acknowledges that he assumes the risk of removing and replacing work performed and/or products furnished by unauthorized substitutions of listed subcontractors and suppliers who will be rejected in accordance with Section 00 22 13, Paragraph 5.2.5:

(complete if a corporation)

Our Corporation is chartered under the laws of the State of MS, and the names, titles and business addresses of the principal officers are as follows (non- residents Bidders see Section 00 21 13, Paragraph 1.5):

Name	Address (City, State Zip)	Title
Sallye Stewart	1416 Pinecrest Dr. Tupelo, MS 38804	President
Walter C. Stewart, Sr.	1416 Pinecrest Dr. Tupelo, MS 38804	Sect/CEO

(complete if in if a partnership)

Our Partnership is composed of the following individuals:

Name	Address (City, State Zip)	Title

Notice of Acceptance of Our Bid May Be Delivered To:

Company Name: Stewart Environmental Construction, Inc.

Address: P.O. Box 978 2488 Mitchell Road Tupelo, MS 38802

Email Address: sallye@stewartenvironmental.com Fax Number: 662-841-9208

Signed: _____

Title: President



Certificate of Responsibility Number: MS COR#12080-SC

P. N. 22044.00
C.B.N 2023-017PR

Sloan Landscape Architecture, LLC

03/14/2023

Directions for Mailing:

Submit bid papers in sealed envelope marked as indicated in the Instructions to Bidders, inserted in opaque sealed envelope marked as follows:

Address To: City of Tupelo
City Hall - 1st Floor - Tax Office
Attn: Mrs. Jennifer Shempert
71 East Troy Street
Tupelo, MS 38804

Project Name: Lee Acres Park, Pickleball Complex
to be opened at 10:00 am on Wednesday April 12th, 2023.

P. N. 22044.00
C.B.N 2023-017PR

Sloan Landscape Architecture, LLC

03/14/2023

Subcontractor and Supplier List:

[illegible]

Form of Non-Collusive Affidavit:

AFFIDAVIT

(Prime Bidder shall include this form, completed, with his bid)

State of: Mississippi

County of: Lee

Sallye Stewart, being first duly sworn, deposes and says:

That he or she is President of Stewart Env. Construction, Inc. the party making the (a partner or officer of the firm of, etc.) foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Tupelo or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

Signature of: _____
Bidder, if the bidder is an individual:

Partner, if the bidder is partnership
Sallye Stewart

Officer, if the bidder is a corporation:

Subscribed and sworn to before me the 11th day of April, 2019 2023

Gawn C. Pettigrew

My commission expires 1-29-2027



ADDENDUM NO. 1

PROJECT: City of Tupelo, MS, Department of Parks and Recreation
Lee Acres Park, Pickleball Complex
PN: 22044.00
CBN: 2023-017PR

CONTACT: Sloan Landscape Architecture, LLC
P O Box 311
Tupelo, MS 38802
shipmansloan@gmail.com

This **Addendum No. 1**, dated **April 7, 2023**, supersedes and takes precedence over the plans and specifications for the above referenced project, which shall remain in full force and effect, except as herein modified.

CLARIFICATIONS:

1. GENERAL

- A. The electrical supply for the court lighting shall come from the transformers attached to the electric power pole adjacent to the building. Contractor shall be responsible for the design, all necessary materials, and installation of the power supply for the lighting. Contractor shall coordinate with Tupelo Water and Light.
- B. Contractor shall be responsible for supplying and installing all pickleball nets, post, and center anchors for courts. (See attached specification)
- C. PT 40 pole is an acceptable substitute for schedule 40 for chain-link fence post.
- D. All fence fabric is to be 2" x 2" 9-gauge wire fabric.
- E. Contractor is not responsible for providing or installing any wheel stops in parking lot.

DRAWINGS:

1. REF SHEET L2.4

- A. Disregard dimension indicated for small shade structure. Structure is to be 8'x8'.

2. REF SHEET S1.1

- A. Laser screed method not required. Traditional concrete finishing is acceptable as long as American Sports Court tolerances are met.

3. REF SHEET S2.1

- A. Compressible filler around post is not required.

ADDENDUM NO. 1

SPECIFICATIONS:

1. REF SECTION 004200 – PROPOSAL FORM

A. Replace the first page of this section with the attached.

2. REF SECTION 012100 – ALLOWANCES

A. Replace the last page of this section with the attached.

3. REF SECTION 012300 – ALTERNATES

A. Replace the last page of this section with the attached.

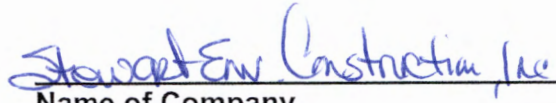
4. REF SECTION 116600 – ATHLETIC EQUIPMENT

A. Include the attached specification section.

Total pages this addendum: 8

By: _____
Shipman Sloan, PLA


Signature


Name of Company

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Stewart Environmental Construction, Inc.

P.O. Box 978, Tupelo, MS 38802

as Principal, hereinafter called the Principal, and The Ohio Casualty Insurance Company

175 Berkeley Street, Boston, MA 02116

a corporation duly organized under the laws of the State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Tupelo, MS

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Lee Acres Pickleball Complex

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12th day of April

Jawn C. Pettigrew
(Witness)

Stewart Environmental Construction, Inc.
(Principal)

By: Barry Stewart



C. Chamberlain
(Witness)



The Ohio Casualty Insurance Company

(Surety)

(Seal)

By: David W. Carlisle
Attorney-in-Fact David W. Carlisle

(Title)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**Liberty
Mutual.**

SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint David W. Carlisle of the city of Jackson, state of MS its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Stewart Environmental Construction, Inc.

Obligee Name: City of Tupelo, MS

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of March, 2021.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

ss

On this 12th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044

Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of April, 2023.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

The attached Non-Collusive Form must also be completed, notarized and included when submitting this Proposal. Any requested information not submitted may cause Proposal to be rejected.

Liquidated Damages:

For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; **\$500,00 per calendar day. NO EXTENSIONS WILL BE ALLOWED**

As required by Section 00 21 13 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall become the property of the Owner in the event the Agreement and required Bonds are not executed within the time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

Addendum Receipt:

The receipt of the following Addenda to the Bidding Documents is hereby acknowledged:

Addendum No.: <u>1</u>	Dated: <u>April 7, 2023</u>
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____

List of Suppliers and Sub-Contractors:

The low Bidder shall identify on the attached form within seven (7) days after bid receipt the names of the subcontractors and suppliers used by the Bidder in his bid for each subcontractor and supplier whose bid exceeds \$50,000.00.

Bidder acknowledges that his failure to indicate the name(s) of the subcontractors and suppliers included in his lump sum price within seven (7) days after bid receipt may result in the rejection of the Bidder's bid as nonresponsive and that Bidder's listing of itself as a subcontractor or supplier for any of the classifications or categories listed below means that Bidder will furnish the product from its manufacturing inventory or perform such work with its own regularly employed personnel and that Bidder has satisfactory qualifications and prior experience performing such work with its regularly employed personnel or manufacturing and furnishing such product from its manufacturing inventory. Bidder further acknowledges that he assumes the risk of removing and replacing work performed and/or products furnished by unauthorized substitutions of listed subcontractors and suppliers who will be rejected in accordance with Section 00 22 13, Paragraph 5.2.5:

(complete if a corporation)

Our Corporation is chartered under the laws of the State of MS, and the names, titles and business addresses of the principal officers are as follows (non- residents Bidders see Section 00 21 13, Paragraph 1.5):

Name	Address (City, State Zip)	Title
Sallye Stewart	1416 Pinecrest Dr. Tupelo, MS 38804	President
Walter C. Stewart, Sr.	1416 Pinecrest Dr. Tupelo, MS 38804	Sect/CEO

(complete if in if a partnership)

Our Partnership is composed of the following individuals:

Name	Address (City, State Zip)	Title

Notice of Acceptance of Our Bid May Be Delivered To:

Company Name: Stewart Environmental Construction, Inc.

Address: P.O. Box 978 2488 Mitchell Road Tupelo, MS 38802

Email Address: sallye@stewartenvironmental.com Fax Number: 662-841-9208

Signed: _____

Sallye Stewart

Title: President

Certificate of Responsibility Number: MS COR#12080-SC



P. N. 22044.00
C.B.N 2023-017PR

Sloan Landscape Architecture, LLC

03/14/2023

Directions for Mailing:

Submit bid papers in sealed envelope marked as indicated in the Instructions to Bidders, inserted in opaque sealed envelope marked as follows:

Address To: City of Tupelo
City Hall - 1st Floor - Tax Office
Attn: Mrs. Jennifer Shempert
71 East Troy Street
Tupelo, MS 38804

Project Name: Lee Acres Park, Pickleball Complex
to be opened at **10:00 am on Wednesday April 12th, 2023.**

C.B.N 2023-017PR

Sloan Landscape Architecture, LLC

03/14/2023

Subcontractor and Supplier List:

[illegible]

Form of Non-Collusive Affidavit:

AFFIDAVIT

(Prime Bidder shall include this form, completed, with his bid)

State of: Mississippi

County of: Lee

Sallye Stewart, being first duly sworn, deposes and says:

That he or she is President of Stewart Env. Construction, Inc. the party making the (a partner or officer of the firm of, etc.) foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Tupelo or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

Signature of:

Bidder, if the bidder is an individual:

Partner, if the bidder is partnership:

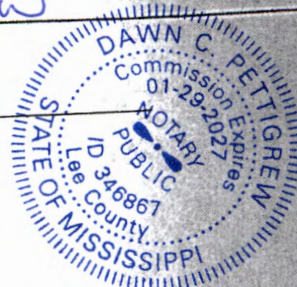
Sallye Stewart

Officer, if the bidder is a corporation:

Subscribed and sworn to before me the 11th day of April, 2019 2023

Dawn C Pettigrew

My commission expires 1-29-2027



ADDENDUM NO. 1

PROJECT: City of Tupelo, MS, Department of Parks and Recreation
Lee Acres Park, Pickleball Complex
PN: 22044.00
CBN: 2023-017PR

CONTACT: Sloan Landscape Architecture, LLC
P O Box 311
Tupelo, MS 38802
shipmansloan@gmail.com

This **Addendum No. 1**, dated **April 7, 2023**, supersedes and takes precedence over the plans and specifications for the above referenced project, which shall remain in full force and effect, except as herein modified.

CLARIFICATIONS:

1. GENERAL

- A. The electrical supply for the court lighting shall come from the transformers attached to the electric power pole adjacent to the building. Contractor shall be responsible for the design, all necessary materials, and installation of the power supply for the lighting. Contractor shall coordinate with Tupelo Water and Light.
- B. Contractor shall be responsible for supplying and installing all pickleball nets, post, and center anchors for courts. (See attached specification)
- C. PT 40 pole is an acceptable substitute for schedule 40 for chain-link fence post.
- D. All fence fabric is to be 2" x 2" 9-gauge wire fabric.
- E. Contractor is not responsible for providing or installing any wheel stops in parking lot.

DRAWINGS:

1. REF SHEET L2.4

- A. Disregard dimension indicated for small shade structure. Structure is to be 8'x8'.

2. REF SHEET S1.1

- A. Laser screed method not required. Traditional concrete finishing is acceptable as long as American Sports Court tolerances are met.

3. REF SHEET S2.1

- A. Compressible filler around post is not required.

ADDENDUM NO. 1

SPECIFICATIONS:

1. REF SECTION 004200 – PROPOSAL FORM

A. Replace the first page of this section with the attached.

2. REF SECTION 012100 – ALLOWANCES

A. Replace the last page of this section with the attached.

3. REF SECTION 012300 – ALTERNATES

A. Replace the last page of this section with the attached.

4. REF SECTION 116600 – ATHLETIC EQUIPMENT

A. Include the attached specification section.

Total pages this addendum: 8

By: _____
Shipman Sloan, PLA

Samy Stewart
Signature

Stewart Env Construction, Inc.
Name of Company

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Stewart Environmental Construction, Inc.

P.O. Box 978, Tupelo, MS 38802

as Principal, hereinafter called the Principal, and The Ohio Casualty Insurance Company

175 Berkeley Street, Boston, MA 02116

a corporation duly organized under the laws of the State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Tupelo, MS

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Lee Acres Pickleball Complex

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12th day of April

Debra C. Pettigrew
(Witness)

Stewart Environmental Construction, Inc.
(Principal)

By: Salley Stewart
(Title)



C. Chambers
(Witness)



The Ohio Casualty Insurance Company
(Surety)

By: David W. Carlisle
Attorney-in-Fact David W. Carlisle (Title)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint David W. Carlisle of the city of Jackson, state of MS its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Stewart Environmental Construction, Inc.

Obligee Name: City of Tupelo, MS

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of March, 2021.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

ss

On this 12th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044

Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of April, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary