



P.O. Box 397  
Florence, MS 39073  
1-800-746-4841

MISSISSIPPI CERTIFICATE  
OF RESPONSIBILITY 12019-MC

TO: Purchasing Office  
City Hall 1<sup>st</sup> Floor  
71 East Tray Street  
Tupelo, Mississippi 38804  
Via online submission through  
www.tupelomsbids.com

**BID** for construction of:

Project "McNeese St. Pipe Lining Culvert Improvements"  
Bid No. 2022 - 024 PW  
Location City of Tupelo, Mississippi  
Time 10:00 a.m.  
Date Thursday, July 14, 2022  
Certificate of Responsibility No. 12019-MC

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That Suncoast Infrastructure, Inc.  
(Name of Contractor)

P O Box 397 Florence MS 39073  
(Address of Contractor)

a Corporation hereinafter called "Principal", and  
(Corporation, Partnership, Limited Liability Company or  
Individual)

Federal Insurance Company hereinafter called  
(Name of Surety) "Surety",

are held and firmly bound unto **TUPELO, MS**, hereinafter called "**OWNER**" in the penal sum of 5%  
of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors,  
and assigns, jointly and severally, firmly by these presents. Signed, this the 14 day of July  
2022. The Condition of the above obligation is such that whereas the Principal has submitted to the  
**CITY OF TUPELO, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a  
contract in writing, for the construction of:

**"MCNEESE ST. PIPE LINING CULVERT IMPROVEMENTS"**

NOW, THEREFORE,

- (a) If said BID shall be rejected, or,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract on the Contract form as attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, 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 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.

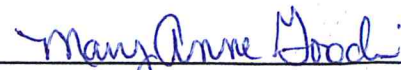
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their officers, the day and year first set forth above.

Suncoast Infrastructure, Inc.  
Principal

(L.S.)

Federal Insurance Company  
Surety

  
By: Stephen H. Rula, President

  
By: Mary Anne Goodin, 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.

\*\*\* END OF SECTION \*\*\*





## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, 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**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1<sup>st</sup> day of August, 2019.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 1<sup>st</sup> day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows 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 she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2024

*Katherine J. Adelaar*

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:

"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, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY 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 July 14, 2022



*Dawn M. Chloros*

Dawn M. Chloros, 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



# State of Mississippi

## BOARD OF CONTRACTORS

SUNCOAST INFRASTRUCTURE INC.

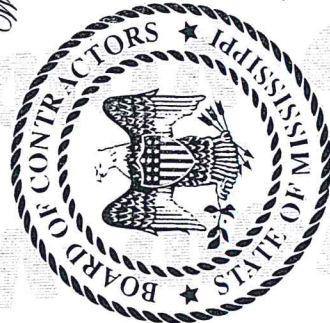
ACTIVE

1858 HWY 49 S  
FLORENCE, MS 39073

is duly registered and entitled to perform

1) INSTALLATION OF LININGS AND COATINGS 2) MUNICIPAL AND PUBLIC WORKS  
CONSTRUCTION

*We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 8 day of Oct., 2021*



CERTIFICATE OF RESPONSIBILITY

No. 12019-MC

Expires Oct. 8, 2022

*Joel A. Canall*

CHAIRMAN OF THE BOARD





P.O. Box 397  
Florence, MS 39073

Phone: 601-420-9682  
Fax: 601-420-9300

## CORPORATE RESOLUTION

A meeting of the Board of Directors of Suncoast Infrastructure, Inc. a corporation organized under the laws of the State of Mississippi and domiciled in Rankin County was held this 14th day of July 2022, and as attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and, after discussion, was unanimously adopted by said quorum:

BE IT RESOLVED, that Stephen H. Rula is hereby authorized to submit bid proposals and execute agreements on behalf of this corporation with the City of Tupelo, MS.

BE IT FURTHER RESOLVED that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the City of Tupelo, MS, is furnished a copy of said resolution, duly certified.

I, Mary Beth Harrison, hereby certify that I am the Secretary of Suncoast Infrastructure, Inc. a corporation created under the laws of the State of Mississippi domiciled in Rankin; that the foregoing is a true and exact copy of a resolution adopted by a quorum legally called and held on the 14th day of July, 2022, as said resolution appears of record in the Official Minutes Of the Board of Directors in my possession this 14th day of July, 2022.

  
\_\_\_\_\_  
Mary Beth Harrison, Secretary

PROPOSAL

Proposal of Suncoast Infrastructure, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a (corporation, partnership, limited liability company, or individual) to **TUPELO, MS**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

**"MCNEESE ST. PIPE LINING CULVERT IMPROVEMENTS"**

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the 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 developed 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 to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within 30 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$300 for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: <u>None</u>	DATE: <u>n/a</u>
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.



BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Plans, Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

BIDDER further agrees to execute the contract agreement as bound herein within ten (10) days after receipt of contract forms from the OWNER.

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that he fails to complete the work unless the Contract Time is extended by a written Change Order.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond or Certified Check for 5% of Base Bid Amount DOLLARS (\$ 5% of Base Bid ) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

Inspection trips for prospective BIDDERS will be coordinated thru OWNER prior to submission of proposal.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount: **SEE PAGE D-4 FOR BID ITEMS.**

**NOTES:**

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
6. OWNER reserves the right to award any combination of base and additive alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.

SECTION D: BID FORM - BID NO. 2022-024PW  
CITY OF TUPELO, MISSISSIPPI  
MCNEESE ST. PIPE LINING CULVERT IMPROVEMENTS  
APRIL, 2022

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	42,900-	42,900-
2	SITE PREPARATION	LS	1	73,000-	73,000-
3	CURED IN PLACE PIPE LINER, 60" DIA.	LF	120	524-	62,880-
BID TOTAL					178,780-

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS OF WORK AND THE CONTRACT DOCUMENTS FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE CLOSEOUT OF THE PROJECT. FURTHERMORE, BIDDER AGREES TO ALL TERMS AND CONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS FOR THIS CONTRACT.

RESPECTFULLY SUBMITTED BY: Suncoast Infrastructure, Inc.  
(PLEASE PRINT)

SIGNATURE: Stephen H. Rula

NAME AND TITLE: Stephen H. Rula, President  
(PLEASE PRINT)

(SEAL)  
IF BY CORPORATION

ADDRESS: P.O. Box 397  
1858 Hwy. 49 S  
Florence, MS 39073

PHONE NUMBER: (601) 326-9163



CORPORATE CERTIFICATE

(To be executed if BIDDER is a Corporation)

I, Mary Beth Harrison certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Proposal; that Stephen H. Rula who signed said Proposal on behalf of the CONTRACTOR, was then President of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: Mary Beth Harrison

Title: Secretary

Signature: Stephen H. Rula

Date: July 14, 2022

(CORPORATE SEAL)



**PARTNERSHIP CERTIFICATE**

(To be executed if BIDDER is a Partnership)

STATE OF n/a

COUNTY OF n/a

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared \_\_\_\_\_, known to be and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is general partner in the firm of:

\_\_\_\_\_; That said firm consists of himself and ; and that he executed the foregoing instrument for and on behalf of said firm for the uses and purposes stated herein.

Signature n/a

Title n/a

(SEAL)

Sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2022.

n/a, Notary Public

My commission expires \_\_\_\_\_

**LIMITED LIABILITY COMPANY CERTIFICATE**

(To be executed if BIDDER is a LLC)

I, the undersigned n/a, hereby certify that I am the Manager of \_\_\_\_\_ (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that \_\_\_\_\_ who executed the Proposal on behalf of the Company is \_\_\_\_\_ of the Company with full power and authority to execute same on behalf of the Company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Signature n/a

Title n/a

(SEAL)

Sworn before me this \_\_\_ day of \_\_\_\_\_, 2022.

n/a, Notary Public

My commission expires \_\_\_\_\_



**NONRESIDENT BIDDER CERTIFICATE**

(to be executed if a BIDDER is a nonresident)

I, n/a, hereby certify that the CONTRACTOR,  
\_\_\_\_\_, is domiciled in the State of \_\_\_\_\_  
and (check and complete one):

( ) attached is a copy of the State of \_\_\_\_\_'s current law pertaining to the  
treatment of nonresident CONTRACTORS. Paragraph \_\_\_\_\_, page \_\_\_\_\_ of said law grants  
resident CONTRACTORS a \_\_\_\_\_ percent preference over nonresident CONTRACTORS for  
similar projects.

( ) the State of \_\_\_\_\_ has no current law pertaining to the treatment of  
nonresident contractors.

( ) I claim "resident contractor" status based upon having been qualified to do business in this  
state and having maintained a permanent full-time office in the State of Mississippi for two  
(2) years prior to January 1, 1986. Proof of such claim must be submitted and approved  
before contract is signed.

Signature n/a

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2022.

n/a, Notary Public

My commission expires \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Scott

I, Stephen H. Rula  
(name of person signing affidavit)

individually, and in my capacity as President  
(title)

of Suncoast Infrastructure, Inc.  
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That Suncoast Infrastructure, Inc. Bidder on the "MCNEESE ST. PIPE LINING CULVERT IMPROVEMENTS" for Tupelo, MS, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature Stephen H. Rula  
Title President

(SEAL)

Sworn before me this 14<sup>th</sup> day of July, 2022.

Jennifer LaBeter, Notary Public

My commission expires April 29, 2023



**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Scott

I, Stephen H. Rula  
(name of person signing affidavit)

individually, and in my capacity as President  
(title)

of Suncoast Infrastructure, Inc.  
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

Suncoast  
(a) That Infrastructure, Inc. Bidder on the "MCNEESE ST. PIPE LINING CULVERT IMPROVEMENTS" for Tupelo, MS has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

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Signature Stephen H. Rula  
Stephen H. Rula  
Title President

(SEAL)  
Sworn before me this 14<sup>th</sup> day of July, 2022.

Jennifer LaBeter, Notary Public  
My commission expires April 29, 2023



**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**



## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Suncoast Infrastructure, Inc.  
(Name of Contractor)

P O Box 397 Florence MS 39073  
(Address of Contractor)

a Corporation hereinafter called "Principal", and  
(Corporation, Partnership, Limited Liability Company or  
Individual)

Federal Insurance Company hereinafter called  
(Name of Surety) "Surety",

are held and firmly bound unto **TUPELO, MS**, hereinafter called "**OWNER**" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 14 day of July 2022. The Condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF TUPELO, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

### "MCNEESE ST. PIPE LINING CULVERT IMPROVEMENTS"

NOW, THEREFORE,

- (a) If said BID shall be rejected, or,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract on the Contract form as attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, 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 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 present to be signed by their officers, the day and year first set forth above.

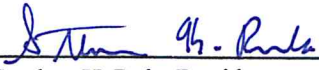
Suncoast Infrastructure, Inc.

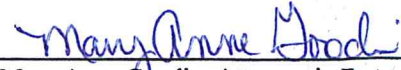
(L.S.)

Federal Insurance Company

Principal

Surety

  
By: Stephen H. Rula, President

  
By: Mary Anne Goodin, 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.

\*\*\* END OF SECTION \*\*\*

**Power of Attorney****Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, 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, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1<sup>st</sup> day of August, 2019.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 1<sup>st</sup> day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows 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 she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2024

*Katherine J. Adelaar*

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:

"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, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY 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 **July 14, 2022**

*Dawn M. Chloros*

Dawn M. Chloros, 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



# State of Mississippi

## BOARD OF CONTRACTORS

SUNCOAST INFRASTRUCTURE INC.

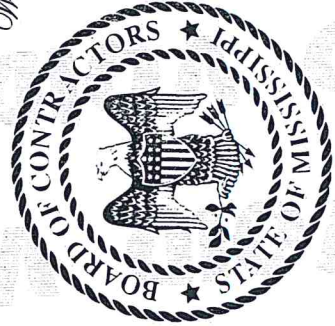
ACTIVE

1858 HWY 49 S  
FLORENCE, MS 39073

is duly registered and entitled to perform

1) INSTALLATION OF LININGS AND COATINGS 2) MUNICIPAL AND PUBLIC WORKS  
CONSTRUCTION

*We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 8 day of Oct., 2021*



CERTIFICATE OF RESPONSIBILITY

No. 12019-MC

Expires Oct. 8, 2022

*Joel A. Canall*

CHAIRMAN OF THE BOARD





P.O. Box 397  
Florence, MS 39073

Phone: 601-420-9682  
Fax: 601-420-9300

## CORPORATE RESOLUTION

A meeting of the Board of Directors of Suncoast Infrastructure, Inc. a corporation organized under the laws of the State of Mississippi and domiciled in Rankin County was held this 14th day of July 2022, and as attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and, after discussion, was unanimously adopted by said quorum:

BE IT RESOLVED, that Stephen H. Rula is hereby authorized to submit bid proposals and execute agreements on behalf of this corporation with the City of Tupelo, MS.

BE IT FURTHER RESOLVED that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the City of Tupelo, MS, is furnished a copy of said resolution, duly certified.

I, Mary Beth Harrison, hereby certify that I am the Secretary of Suncoast Infrastructure, Inc. a corporation created under the laws of the State of Mississippi domiciled in Rankin; that the foregoing is a true and exact copy of a resolution adopted by a quorum legally called and held on the 14th day of July, 2022, as said resolution appears of record in the Official Minutes Of the Board of Directors in my possession this 14th day of July, 2022.

  
\_\_\_\_\_  
Mary Beth Harrison, Secretary

PROPOSAL

Proposal of Suncoast Infrastructure, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a (corporation, partnership, limited liability company, or individual) to **TUPELO, MS**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

**"MCNEESE ST. PIPE LINING CULVERT IMPROVEMENTS"**

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the 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 developed 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 to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within 30 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$300 for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: <u>None</u>	DATE: <u>n/a</u>
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.



BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Plans, Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

BIDDER further agrees to execute the contract agreement as bound herein within ten (10) days after receipt of contract forms from the OWNER.

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that he fails to complete the work unless the Contract Time is extended by a written Change Order.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond or Certified Check for 5% of Base Bid Amount DOLLARS (\$ 5% of Base Bid ) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

Inspection trips for prospective BIDDERS will be coordinated thru OWNER prior to submission of proposal.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount: **SEE PAGE D-4 FOR BID ITEMS.**

**NOTES:**

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
6. OWNER reserves the right to award any combination of base and additive alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.

SECTION D: BID FORM - BID NO. 2022-024PW  
CITY OF TUPELO, MISSISSIPPI  
MCNEESE ST. PIPE LINING CULVERT IMPROVEMENTS  
APRIL, 2022

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	42,900-	42,900-
2	SITE PREPARATION	LS	1	73,000-	73,000-
3	CURED IN PLACE PIPE LINER, 60" DIA.	LF	120	524-	62,880-
BID TOTAL					178,780-

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS OF WORK AND THE CONTRACT DOCUMENTS FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE CLOSEOUT OF THE PROJECT. FURTHERMORE, BIDDER AGREES TO ALL TERMS AND CONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS FOR THIS CONTRACT.

RESPECTFULLY SUBMITTED BY: Suncoast Infrastructure, Inc.  
(PLEASE PRINT)

SIGNATURE: Stephen H. Rula

NAME AND TITLE: Stephen H. Rula, President  
(PLEASE PRINT)

(SEAL)  
IF BY CORPORATION

ADDRESS: P.O. Box 397  
1858 Hwy. 49 S  
Florence, MS 39073

PHONE NUMBER: (601) 326-9163



CORPORATE CERTIFICATE

(To be executed if BIDDER is a Corporation)

I, Mary Beth Harrison certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Proposal; that Stephen H. Rula who signed said Proposal on behalf of the CONTRACTOR, was then President of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: Mary Beth Harrison

Title: Secretary

Signature: Stephen H. Rula

Date: July 14, 2022

(CORPORATE SEAL)



**PARTNERSHIP CERTIFICATE**

(To be executed if BIDDER is a Partnership)

STATE OF n/a

COUNTY OF n/a

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared \_\_\_\_\_, known to be and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is general partner in the firm of:

\_\_\_\_\_; That said firm consists of himself and  
; and that he executed the foregoing instrument for and on behalf of said firm for the uses and purposes stated herein.

Signature n/a

Title n/a

(SEAL)

Sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2022.

n/a, Notary Public

My commission expires \_\_\_\_\_

**LIMITED LIABILITY COMPANY CERTIFICATE**

(To be executed if BIDDER is a LLC)

I, the undersigned n/a, hereby certify that I am the Manager of \_\_\_\_\_ (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that \_\_\_\_\_ who executed the Proposal on behalf of the Company is \_\_\_\_\_ of the Company with full power and authority to execute same on behalf of the Company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Signature n/a

Title n/a

(SEAL)

Sworn before me this \_\_\_ day of \_\_\_\_\_, 2022.

n/a, Notary Public

My commission expires \_\_\_\_\_



**NONRESIDENT BIDDER CERTIFICATE**

(to be executed if a BIDDER is a nonresident)

I, n/a, hereby certify that the CONTRACTOR,  
\_\_\_\_\_, is domiciled in the State of \_\_\_\_\_  
and (check and complete one):

( ) attached is a copy of the State of \_\_\_\_\_'s current law pertaining to the  
treatment of nonresident CONTRACTORS. Paragraph \_\_\_\_\_, page \_\_\_\_\_ of said law grants  
resident CONTRACTORS a \_\_\_\_\_ percent preference over nonresident CONTRACTORS for  
similar projects.

( ) the State of \_\_\_\_\_ has no current law pertaining to the treatment of  
nonresident contractors.

( ) I claim "resident contractor" status based upon having been qualified to do business in this  
state and having maintained a permanent full-time office in the State of Mississippi for two  
(2) years prior to January 1, 1986. Proof of such claim must be submitted and approved  
before contract is signed.

Signature n/a

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2022.

n/a, Notary Public

My commission expires \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Scott

I, Stephen H. Rula  
(name of person signing affidavit)

individually, and in my capacity as President  
(title)

of Suncoast Infrastructure, Inc.  
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

Suncoast  
(a) That ~~Infrastructure, Inc.~~ Bidder on the "MCNEESE ST. PIPE LINING CULVERT IMPROVEMENTS" for Tupelo, MS, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature Stephen H. Rula  
Title President

(SEAL)  
Sworn before me this 14<sup>th</sup> day of July, 2022.

Jennifer Labeter, Notary Public  
My commission expires April 29, 2023



**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Scott

I, Stephen H. Rula  
(name of person signing affidavit)

individually, and in my capacity as President  
(title)

of Suncoast Infrastructure, Inc.  
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

Suncoast  
(a) That Infrastructure, Inc. Bidder on the "MCNEESE ST. PIPE LINING CULVERT IMPROVEMENTS" for Tupelo, MS has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature Stephen H. Rula  
Stephen H. Rula  
Title President

(SEAL)

Sworn before me this 14<sup>th</sup> day of July, 2022.

Jennifer Laster, Notary Public

My commission expires April 29, 2023



**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**