

CONTRACT AGREEMENT

This Agreement, made this the 20th day of DECEMBER, 2023, by and between STE-BIL GRADING, INC., hereinafter called the Contractor, and the CITY OF TUPELO, hereinafter called the Owner.

WITNESSETH:

That the Contractor and Owner for the consideration hereinafter named agree as follows:

Article 1. SCOPE OF WORK.

The Contractor shall furnish all materials for the construction of BRIDGE NUMBER 202 REPLACEMENT ON WEST MAIN STREET for the Owner, all in the manner provided for in the Specifications and Contract Documents, dated NOVEMBER 2023 and Construction Plans entitled BRIDGE NUMBER 202 REPLACEMENT ON WEST MAIN STREET Sheets 1 through 29, dated NOVEMBER 2023, which are fully incorporated herein as if hereto attached or herein repeated.

Article 2 THE CONTRACT SUM

The Owner shall pay the Contractor for the complete performance of this Contract a total amount of ONE MILLION SEVEN HUNDRED THIRTY-SIX THOUSAND FORTY-ONE & 75/100 Dollars (\$1,736,041.75) being the amount of the accepted proposal for BRIDGE NUMBER 202 REPLACEMENT ON WEST MAIN STREET *subject to any applicable incentive payments due to the contractor*, and proper additions and/or deductions at the lump sum and/or unit price as stated in the proposal or otherwise provided for by Modification, the corrected amount referred to being full compensation for furnishing, installing and connecting all of the items of materials, labor and equipment necessary for the Work and the completion of the Project in full accordance with the Plans and Specifications and Contract Documents.

Payment therefore to be made in accordance with applicable specifications, provided: That the Engineers have certified to the Owner that all of the work has been completed and that payment is due therefore and provided further that the Contractor has submitted evidence satisfactory to the Owner and all payrolls, materials bills and other indebtedness, labor and materials liens connected with the work have been paid.

Article 3 TIME OF COMPLETION

The Contractor shall commence work at the time stated in the Notice to Proceed issued by the Owner and shall complete the work within 275 consecutive calendar days from and including the starting date stated in said notice unless this period is extended by Modification by the Owner and the Engineers, due to delays beyond the control of the Contractor and/or extensions to the Contract.

It is mutually agreed between the parties hereto that time is the essence of this contract; and in the event construction of the work is not completed within the time specified herein, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of \$1,000.00 per day for each calendar day thereafter that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the work within the time stipulated; and this sum is not a penalty, being the stipulated damage the Owner will have sustained in event of such default by the Contractor.

Incentive Payments for reaching substantial completion prior to the calendar days assigned to this contract are as follows: incentive payments shall be paid to the Contractor for achieving substantial completion prior to the expiration of the Contract Time. Incentives to be paid shall not exceed the maximum possible amount determined by the Owner. Said maximum amount, for the purposes of this contract, shall be set at \$120,000 dollars. Daily incentives shall be awarded at the calendar day difference between the Contract Time and the number of calendar days taken to achieve substantial completion, and shall be paid at a rate of \$1,000.00 dollars per calendar day.

Contract Time: The 275 calendar days assigned to the project, plus any extension of time Weather Delay Days granted per the "Weather Delays" specifications included herein and made a part of this agreement.

Article 4. ADDITIONAL SURETY

It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the Surety Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if for any reason such bond, in the opinion of the Owner, ceases to be adequate to cover the performance of the work, the Contractor, at his expense, within five days after receipt of the notice from the Owner to do so, shall furnish additional bond or bonds in such form and amount, not in excess of the original amount, and with surety or sureties as shall be satisfactory to the Owner.

Article 5 ROYALTIES AND PATENTS

It is further mutually agreed between the parties hereto that the contract price of the Contractor shall include payment by the Contractor of all royalties and license fees, if any; and the Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

Article 6 DAMAGE TO PERSONS AND PROPERTY

It is further mutually agreed that the Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against any and all liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of the Work or such other liability resulting from negligence or otherwise on the part of the Contractor, including but not limited to injury to persons and damage to properties, and the structures and improvements thereon, adjacent to the Project, and shall indemnify and hold harmless the Owner from all costs and damages, including attorney's fees, which may be suffered by reason of the failure to fully and completely perform under the Contract Documents and shall fully reimburse Owner for all expenditures of every kind, character and description, including attorney's fees, which may be incurred by Owner in making good any and every default which may exist on the part of the Contractor in connection with its performance under the Contract Documents. Article 7. GENERAL CONDITIONS

The Contractor has read, understands and accepts the General Conditions and Special Conditions as set forth in the Specifications and Contract Documents.

In witness whereof, the parties hereto have executed this Agreement on the day and year first mentioned in 3 counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

OWNER: **CITY OF TUPELO**

By Todd Jordan

Title Mayor Todd Jordan

CONTRACTOR: **STE-BIL GRADING, INC.**

By Steve Bramlett Billingsley

Title Steve Bramlett Billingsley, President

ATTEST: Kim Hanna

Title Kim Hanna, Chief Financial Officer

ATTEST: Victoria Alland

Title Secretary

NOTICE TO PROCEED

TO: STE-BIL GRADING, INC.
148 CR 509, WATERFORD, MS 38685

DATE: 1-08-2024

Project: BRIDGE 202 REPLACEMENT ON WEST MAIN STREET

You are hereby notified to commence WORK in accordance with the Agreement dated December 20th, 2023, on or before January 10, 2024, and you are to complete the WORK within 275 consecutive calendar days thereafter. The date of completion of all WORK is therefore October 11, 2024.

CITY OF TUPELO

Owner

By Todd Jordan

Title Mayor Todd Jordan

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By STE-BIL GRADING, INC.

this ___ day of _____, 20__.

By Steve Bramlett Billingsley

Title Steve Bramlett Billingsley, President

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

STE-BIL GRADING, INC.
(Name of Contractor)

148 COUNTY ROAD 509, WATERFORD, MS 38685
(Address of Contractor)

a Corporation
, hereinafter called (Corporation, Partnership, or Individual)

Principal, and Old Republic Surety Company
(Name of Surety)
P. O. Box 1635, Milwaukee, WI 53201-1635
(Address of Surety)

hereinafter called Surety, and held and firmly bound unto

CITY OF TUPELO
(Name of Owner)

71 EAST TROY STREET, TUPELO, MS 38804
(Address of Owner)

hereinafter called OWNER, in the penal sum of ONE MILLION SEVEN HUNDRED THIRTY-SIX THOUSAND FORTY-ONE & 75/100 Dollars (\$ 1,736,041.75) in lawful money of the United States, 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.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 20th day of December, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

BRIDGE NUMBER 202 REPLACEMENT ON WEST MAIN STREET

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due to materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

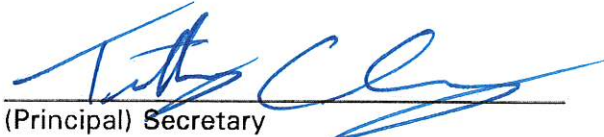
PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees

that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each
(Number)
one of which shall be deemed an original, this the 20th day of December, 2023.

ATTEST:


(Principal) Secretary

(SEAL) _____

STE-BIL GRADING, INC.
Principal


BY 

148 CR 509, WATERFORD, MS 38685
(Address)

Old Republic Surety Company
(Surety)

ATTEST:

(SEAL)


(Witness to Surety) Braxton Brumfield

Fisher Brown Bottrell Insurance Inc.
(Address)

P.O. Box 1490, Jackson, MS 39215-1490

BY 
Attorney-in-Fact Trina Cobb
Resident MS Agent
Fisher Brown Bottrell Insurance Inc.

(Address)

P.O. Box 1490, Jackson, MS 39215-1490

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.
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.



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

STE-BIL GRADING, INC.

(Name of Contractor)

148 COUNTY ROAD 509, WATERFORD, MS 38685

(Address of Contractor)

a Corporation

, hereinafter called (Corporation, Partnership, or Individual)

Principal, and Old Republic Surety Company

(Name of Surety)

P. O. Box 1635, Milwaukee, WI 53201-1635

(Address of Surety)

hereinafter called Surety, and held and firmly bound unto

CITY OF TUPELO

(Name of Owner)

71 EAST TROY STREET, TUPELO, MS 38804

(Address of Owner)

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THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 20th day of December, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

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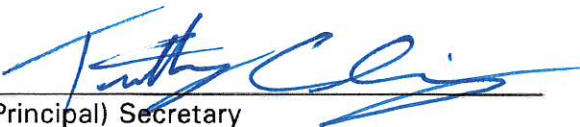
NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each
(Number)
one of which shall be deemed an original, this the 20th day of December, 2023.

ATTEST:


(Principal) Secretary

(SEAL) _____

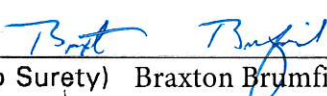
STE-BIL GRADING, INC.
Principal

BY 

148 CR 509, WATERFORD, MS 38685
(Address)

Old Republic Surety Company
(Surety)

ATTEST:

(SEAL)

(Witness to Surety) Braxton Brumfield

Fisher Brown Bottrell Insurance Inc.
(Address)

P.O. Box 1490, Jackson, MS 39215-1490

BY 
Attorney-in-Fact Trina Cobb
Resident MS Agent
Fisher Brown Bottrell Insurance Inc.

(Address)

P.O. Box 1490, Jackson, MS 39215-1490

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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.





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **JERRY E. HORNER JR., JERRY G. VEAZEY JR., JASON J. YOUNG, PEGGY L. JACKSON, TRINA COBB, ANGELA BULLIE, SAM J. SACKLER, STEPHEN WESLEY PRICE JR., AMANDA J. CHARFAUROS, TAYLOR LEGGETT** of JACKSON, MS

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 15th day of November, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 15th day of November, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



87-0158

Signed and sealed at the City of Brookfield, WI this 20th day of December, 2023.

Karen J. Haffner
Assistant Secretary



STE-GRA-01

LLEWIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: Hunter Cox, CBIA	FAX (A/C, No.): (601) 208-3063	
	PHONE (A/C, No, Ext): (601) 960-8236	E-MAIL ADDRESS: hcox@fbbins.com	
INSURED Ste-Bil Grading, Inc. 148 County Rd 509 Waterford, MS 38685	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Builders Mutual Insurance Company		10844
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR YWVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CPA001652803	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAP003932803	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			MUB002366001	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ General Agg \$ 2,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCP108853803	12/1/2023	12/1/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Equipment Floater			CPA001652803	12/1/2023	12/1/2024	Leased/Rented \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Commercial Auto and General Liability policies are Primary and Non-Contributory and contain automatic Additional Insured wording when required by written contract with the named insured listed above.

An automatic Waiver of Subrogation provision on the Commercial Auto, General Liability and Workers Compensation Policies are applicable where required by written contract with the named insured listed above.

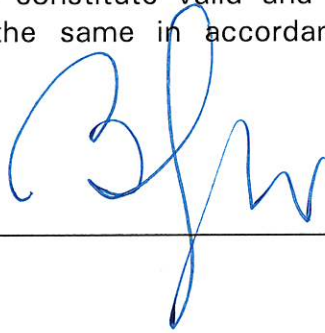
RE: City of Tupelo for construction of Bridge Number 202 Replacement on West Main Street;

CERTIFICATE HOLDER City of Tupelo 71 East Troy Street Tupelo, MS 38804	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>JA Cox</i>

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, **BEN LOGAN**, the duly authorized and acting legal representative of the **CITY OF TUPELO**, do hereby certify as follows:

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.



Date: 8 JAN 24