X	Office Review
X	PSE
X	Final PSE
X	Street Ready
X	Executed

# CITY OF TUPELO

PROPOSAL AND CONTRACT DOCUMENTS FOR

WARD 7 LAWNDALE ELEMENTARY SIDEWALKS

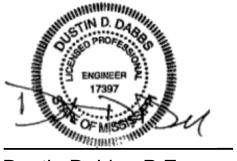
FEDERAL AID PROJECT NO. STP-0430-00(046)LPA/109150 (Lee County)

Construction of Sidewalk along South Green Street parallel to Mitchell Road and crossing Lawndale Drive to connect to Lawndale Elementary

November 2023

By:

**Dabbs Corporation** 



Dustin Dabbs, P.E.

06/27/2024

Date

3/27/24

# SECTION 905 - PROPOSAL

Date Sparing
71 East Troy Street TupElo, MS 38804
TUPELO, MS 38804
Sirs: The following proposal is made on behalf of MATT DUNCAN of J.M. Duncan, Inc.
of J.M. Duncan, Inc.
for constructing the following designated project(s) within the time(s) hereinafter specified.
The plans are composed of drawings and blue prints on file in the offices of <u>CityClerk</u> Tupelo CityHall, 71 East TroySt, Tupelo, Mississippi. 38804
The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.
I (We) certify that I (we) possess a copy of said Standard and any Supplemental Specifications.
Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above.
I (We) acknowledge that this proposal will be found irregular and/or non-responsive unless a certified check, cashier's check, or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law) is submitted electronically with the proposal or is delivered to the office of
prior to the bid opening time specified in the advertisement.  The Electric States and Optional Items on Bid Schedule.

- 1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
- Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
- 3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
- 4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

# SECTION 905 - PROPOSAL (CONTINUED)

I (We) shall submit electronically with our proposal or deliver prior to the bid opening time a certified check, cashier's check or bid bond for <u>five percent (5%) of total bid</u> and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

the Specifications.		
electronic submission via an certifications, disclosures an enforceable and binding upon not extend to the bid bon where. This signate I (We) also acknowledge the disclosure or affidavit contains.	ny authorized elected affidavits income on delivery of the dor alternate some does not cure e right of the	ature below of a paper bid submission, or by digital signature of an extronic submittal software, of the Section 905 proposal below, that all reporated herein are deemed to be duly executed in the aggregate, fully be bid proposal. I (We) further acknowledge that this certification shall security which must be separately executed for the benefit of the deficiencies in any required certifications, disclosures and/or affidavits.  To require full and final execution on any certification, seal at the
Bidder acknowledges receip following addendum (adden		d to and made a part of the proposal and contract documents the
ADDENDUM NOADDENDUM NO	DATED	ADDENDUM NO. DATED DATED DATED
		Stagree with total addenda issued prior to opening of bids)  Respectfully submitted,  DATE: 3/27/24  J.M. Duncan Inc.  Contractor  BY: MATT DUNCAN  TITLE: PRESIDENT  ADDRESS: P.D. B.x /355  CITY: Ripley, M5 38663  PHONE: 662-882-3231  FAX: 662-993-8579  EMAIL: jnduncaninc@yahoo.com

#### SECTION 905 PROPOSAL (Bid Sheet No. 2-1)

PROJECT NO. STP-0430-00(046)LPA/109150-701000

# CITY OF TUPELO LEE COUNTY, MISSISSIPPI PROJECT DESCRIPTION: WARD 7 LAWNDALE ELEMENTARY SIDEWALKS

I (We) agree to complete the entire project within the specified contract time,

\*\*\*SPECIAL NOTICE TO BIDDERS\*\*\*
BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED
BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEETS IS SIGNED

TEM NO.	PAY (TEM NO,	DESCRIPTION	PLAN QNTY	UNIT	DNITTRICE	HEM TOTAL
10	201-A001	Clearing and Grubbing	ı	LS	******	8,000,00
20	202-B004	Removal of Asphalt Driveways, All Depths	20	SY	25,00	500,00
30	202-B080	Removal of Concrete Sidewalk	10	SY	40.00	400.00
40	202-13088	Removal of Curb & Gutter, All Types	68	LF	20,00	1,360.00
50	202-B191	Removal of Pipe, 8" And Above	l.	LF.	500.00	500,00
60	203-A002	Unclassified Excavation, LVM, All	50	CY	20,00	1,000,00
70	203-EX041	Borrow Excavation, AH, LVM, Class B9-6	523	CY	24,00	12,552.9
80	203-G002	Excess Excavation, LVM, AH	115	CY	20,00	2,300,0
90	216-A001	Solid Sodding	2,255	SY	6.40	14,432.9
100	219-A001	Watering	10	KGAL	\$ 20.00	\$ 200,00
110	907-234-A001	Temporary Silt Fence	1,200	LF	4,00	4,800,00
120	235-A001	Temporary Erosion Checks	20	EA	100,00	2,000,00
130	237-A001	Wattles, 12"	100	LF_	10.00	1,000,00
140	503-C010	Saw Cut, Full Depth	70	LF	10.00	700.00
150	601-B001	Class "B" Structural Concrete, Minor Structures	5	CY	2,500,0	12,500,00
160	602-A001	Reinforcing Steel	42	LBS	6,00	252.00
170	603-CA003	15" Reinforced Concrete Pipe, Class III	96	LF	87.00	8,352.0
180	603-CA011	18" Reinforced Concrete Pipe, Class III	8	LF	125,00	1,000,00
190	603-CB002	15" Reinforced Concrete End Section	2	EA	2100,00	4,200,00
200	603-CB003	18" Reinforced Concrete End Section	ı	EA	2100.00	2,100,00
210	604-B001	Gratings	150	LBS	5.00	750,∞
220	608-B001	Concrete Sidewalk, With Reinforcement	672	SY	84.00	56,448.°
230	907-608-C001	Detectable Warning Panels	120	SF	75.00	9,000,00
240	609-B002	Concrete Curb, Header	45	ĹF	40,00	1,800.00
250	613-D009	Adjustment of Utility Appurtenance	4	EΛ	750.00	3,000.00
260	614-B001	Concrete Driveway, With Reinforcement	35	SY	150.00	5,250.00
270	618-A001	Maintenance of Traffic	t	LS	******	11.500.00
280	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet	160	SF	35.00	5,600,00
290	619-D3001	Remove and Reset Signs, All Sizes	6	EA	580,00	3,480.4
300	620-A001	Mobilization	1	LS	******	27,000.0
310	626-H004	Thermoplastic Legend, White	344	SF	17.50	6,020,0
320	630-C002	Steel U-Section Posts, 2.0 lb/ft	200	LF	11.60	2,320,0
330	699-A001	Roadway Construction Stakes	1	LS	******	6,000,00
340	L00061 - 202-B501	Removal of Headwall	3	EA	1,000.00	3,000.00
			•	•	Total Cost	219.316

00

# SECTION 905 PROPOSAL (Bid Sheet No. 2-2) PROJECT NO. STP-0430-00(046)LPA/109150-701000 CITY OF TUPELO LEE COUNTY, MISSISSIPPI PROJECT DESCRIPTION: WARD 7 LAWNDALE ELEMENTARY SIDEWALKS

ERED

I (We) agree to complete the entire project within the specified contract time.
***SPECIAL NOTICE TO BIDDERS***
BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENT
COMPLETE ITEM NOS. 1, 2 AND/OR 3 AS APPROPRIATE. SEE NOTICE TO BIDDERS NO. 5266 AND SUPPLEMENT
<ol> <li>I/We agree that no less than percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).</li> </ol>
2. Classification of Bidder: Small Business (DBE) Small Buisiness (WBE)
3. A joint venture with a Small Business (DBE/WBE): YES
***SIGNATURE STATEMENT***
BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN HEREIN CONSITUTE THEIR OFFICIAL BID.
Math
BIDDERS SIGNATURE

# Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports

The Bidder X, proposed Subcontractor, hereby certifies that he has X_, has not participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has X_, has not, filed with the Join Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employmen
Opportunity, all reports due under the applicable filing requirements.
BY Duncan Inc.  (COMPANY)  PRESIDENT  (TITLE)
DATE: $3/27/24$

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

Page 1 of 2

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

# NON-COLLUSION AFFIDAVIT (Execute in duplicate)

judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and

d) Have not within a three-year period preceding this application/ proposal had one or more public

Initial here " " if exceptions are attached and made a part thereof. Any exceptions shall address to

transactions (Federal, State or local) terminated for cause or default.

statements, or receiving stolen property;

whom it applies, initiating agency and dates of such action.

Revised: 1/15/2009 Page 2 of 2

<u>Note:</u> Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on 3/27/24 Signature

Page 1 of 2

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

# NON-COLLUSION AFFIDAVIT (Execute in duplicate)

judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and

d) Have not within a three-year period preceding this application/ proposal had one or more public

Initial here " " if exceptions are attached and made a part thereof. Any exceptions shall address to

transactions (Federal, State or local) terminated for cause or default.

statements, or receiving stolen property;

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Revised: 1/15/2009 Page 2 of 2

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- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on 3/27/24 Signature

# LOCAL PUBLIC AGENCY (LPA)

# SECTION 902

CONTRACT FOR STP-0430.00 (046) LPA 109 150-701000
LOCATED IN THE COUNTY OF Lee
STATE OF MISSISSIPPI,
Tupelo
This contract entered into by and between the Local Public Agency The City of Tapelo
(hereinafter "LPA") on one hand, and the undersigned contractor, on the other witnesseth;
That, in consideration of the payment by the LPA of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time of times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.  It is understood and agreed that the advertising according to law, the Advertisement, the instructions to bidders,
the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if
each and all of said instruments had been set out fully herein in words and figures.  It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work, exceptions being those specifically set out in the contract; and for faithfully
completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions, Notice(s) to Bidders and requirements of the LPA.  It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of
the LPA or their authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Mississippi Department of Transportation or Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.  The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by
Manager, WIN Job Center nearest the project
It is agreed and understood that each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.  The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.
Witness our signatures this the 27 day of Just, 2024.
J.M. Durcan Trk. Contractor(s)
By Man And And And And And And And And And An
Title President By A Official (Names and address of witnesses)
Robbie Sides Fin Harna LPA Clerk
Award authorized by the LPA in session on the 4 day of
Award authorized by the LFA in session on the day of day o

## LOCAL PUBLIC AGENCY (LPA)

Bond No. 30212707

# S E C T I O N 9 0 3 PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR _STP	-0430-00(046)LPA/109150-701000	
LOCATED IN THE COUNTY O	)FLee	
STATE OF MISSISSIPPI,		
Tupelo		
Know all men by these presents:	that we,J. M. Duncan, Inc.	70
		( Contractor )
( hereinafter "Principal"), a	Corporation	
residing at Ripley	in the State of	Mississippi
and	Western Surety Company	
	( Surety )	
residing at Chicago, IL	in the State	ofSouth Dakota
authorized to do business in the	State of Mississippi, under the laws th	nereof, as surety, are held and firmly bound
unto the Local Public Agency	City of Tupeto	, (hereinafter
"LPA"), in the sum of _Two Hund	red Nineteen Thousand Three Hundred Sixtee	en & 00/100
(\$219,316.00	) Dollars, lawful mon-	ey of the United States of America, to be
paid to it for which payment well	and truly to be made, we bind ourselves	, our heirs, administrators, successors, or
assigns jointly and severally by the	nese presents.	
	9	
The conditions of this bond are	such, that whereas the said Principal, h	nas (have) entered into a contract with the
	•	A.D. WH hereto annexed, for the
		ed in said contract in accordance with the
Contract Documents therefor, on	file in the offices of the LPA.	

Now therefore, if the above bounden Principal in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications, and save harmless said LPA from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the LPA at the instance of any officer of the LPA authorized in such cases, for double any amount in money or property, the LPA may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the

N. - 10

# LOCAL PUBLIC AGENCY (LPA)

Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the LPA Official, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

J. M. Duncan, Inc.	Western Surety Company
(Contractors) Principal	Surety
Ву	By By(Signature) Attorney in Fact
	Address: 1661 International Drive, Suite 300
_	Memphis, TN 38120
Title President	Cooper W. Permenter
(Contractor's Seal)	By WLW . Wississippi Agent
A SA SA SA	(Signature) Mississippi Agent
NO.	Address: 509 Fazio Drive Ext.
3 F 3 48	Oxford, MS 38655
The state of the s	
de maria	(Surety Seal)
	10149093
	Mississippi Insurance ID Number



# Western Surety Company

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Keith W Brown, Mark E Harris, W W Jones II, Tona J Hunter, Joseph Madden III, Richard L Powell, Ric Stallings, Cooper W Permenter, Individually

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

#### - In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of November, 2023.

WESTERN SURETY COMPANY

State of South Dakota
County of Minnehaha
State of South Dakota

On this 1st day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC SOUTH DAKOTA

M. Bent

M. Bent, Notary Public

Larry Kasten, Vice President

#### CERTIFICATE

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



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

#### **Authorizing By-Laws and Resolutions**

### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/12/2024

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).

this centificate does not confer rights to the certificate holder in hea of or					
PRODUCER	CONTACT Ashley Murray				
Hub International Mid-South	PHONE (A/C, No, Ext): (901) 316-1019	FAX (A/C, No):(901) 302-9280			
1207 Office Park Drive Suite B	E-MAIL ADDRESS: ashley.murray@hubinternational.com				
Oxford, MS 38655	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A : Brieffield Insurance Company				
INSURED	INSURER B : FCCI Insurance Company	10178			
JM Duncan inc	INSURER C: Hanover Insurance Company	22292			
PO Box 1355	INSURER D:				
Ripley, MS 38663	INSURER E :				
	INSURER F:				

COVERAGES

CERTIFICATE 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.

	· ·		IES, LIMITS SHOWN MAY HAVE BE	POLICY EFF	POLICY EXP	
INSR LTR	TYPE OF INSURANCE	ADDL S	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
•			CDD400000325 00	2/7/2024	2/7/2025	DAMAGE TO RENTED 100,000
	CLAIMS-MADE X OCCUR	X	CPP100090225-00	2112024	2112020	PREMISES (Ea occurrence) \$ 5,000
						MED EXP (Any one person)   3
	——————————————————————————————————————					PERSONAL & ADV INJURY \$ 1,000,000
						2.000.000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
1	POLICY X PRO X LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	- FOLIO E JECT E SO					s
	OTHER:					COMBINED SINGLE LIMIT 1,000,000
Α	AUTOMOBILE LIABILITY					(Ea accident) \$
	X ANY AUTO		CA100090226-00	2/7/2024	2/7/2025	BODILY INJURY (Per person)   \$
						BODILY INJURY (Per accident) \$
	AUTOS ONLY AUTOS	1				PROPERTY DAMAGE
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY		1			(Per accident) \$
i	AUTOS UNLT					\$
_						2,000,000
В	X UMBRELLA LIAB X OCCUR	1 1			2/7/2025	EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB CLAIMS-MADE		UMB100090230-00	2/7/2024	2/1/2025	AGGREGATE \$ 2,000,000
	DED X RETENTIONS 10,000	i l				S
	DED 124 (GLIENTION )			_		X PER OTH- STATUTE ER
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	T/N		WC0100090202-00	2/17/2024	2/17/2025	E.L. EACH ACCIDENT \$ 1,000,000
	OFFICER/MEMBER EXCLUDED?	N/A			1	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	(Mandatory in NH)			ļ		1 000 000
i	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT   3
C	BUILDERS RISK		IH5 J748050 00	6/12/2024	6/12/2025	SCOPE OF WORK 219,415
~						
1						
	1	1				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: Ward 7 Lawndale Elementary Sidewalks, Project No. STP-0430-00(046)LPA/109150-70100

City of Tupelo, Lee County, MS;
Certificate Holder and Engineer/Architect are Additional Insureds for General Liability only if required by written contract with respect to insured's work/services performed only to the extent required by contract. All coverage is suject to policy terms and conditions.

CERTIFICATE HOLDER	CANCELLATION
City of Tupelo 71 E Troy St Tupelo, MS 38804	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
	The second of th

POLICY NUMBER: CPP100090225-00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU - ONGOING OPERATIONS AND PRODUCTS-COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

## SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations

(As required by written contract or agreement per Paragraph A. below.)

## **Locations of Covered Operations**

(As per the written contract or agreement, provided the location is within the "coverage territory".) BLANKET

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

# A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured:

- Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
- 2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
- 3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

- 1. Your acts or omissions; or
- The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
- "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

- Only applies to the extent permitted by law;
- 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
- 3. Will not be broader than that which is afforded to you under this policy; and
- Nothing herein shall extend the term of this policy.

POLICY NUMBER: CPP100090225-00

- **B.** The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - 2. Supervisory, inspection, architectural or engineering activities.
- C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
- D. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement described in Paragraph A.1.; or
- 2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

E. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

Paragraph 2. Duties In The Event of Occurrence, Offense, Claim Or Suit is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

- 1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
- 3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

# MDOT Certification Form for Sub-Awards Executive Compensation Reporting for Transparency Act

On behalf of the entity named below, I certify that I have personally read and reviewed the executive compensation reporting requirements of the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA], and certify under penalty of perjury pursuant to Section 97-9-61, Mississippi Code of 1972, as amended, the following:

Local Entity Name: City of Tupelo, Mississippi	
Unique Entity Identifier (UEI) Number : DK9PFM6X	(SDR7(required)
The local entity listed below receiving fed report executive compensation under the Federal F of 2006, as amended by Section 6202 of the Gover [FFATA].	unding Accountability and Transparency Act
The local entity listed below receiving fed executive compensation under the Federal Funding 2006, as amended by Section 6202 of the Governm [FFATA], listed below are the names and total and compensated officers of the entity:	nent Funding Transparency Act of 2008
NAME	TOTAL ANNUAL COMPENSATION
1	
The entity acknowledges that a false statement in t	his certification may be subject to criminal

The entity acknowledges that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. §§ 1001 (false statements) and 1621 (perjury), and 28 U.S.C. §1746 (declarations under penalty of perjury). The entity also acknowledges that said projects, including certifications provided in connection with such projects and grants are subject to review by the Mississippi Department of Transportation, the Mississippi State Auditor, and the Mississippi Office of Attorney General.

Entity Chief Official

11/8/2023 Date

# Guidance for Federal Spending Transparency: Subaward and Executive Compensation Data Reporting Requirements for FFATA Implementation

# **Summary**

- 1. Prime awardees and sub awardees of Federal financial assistance must report executive compensation data if they meet the statutory reporting thresholds. For the Federal-aid Highway Program, this means that the State, and any subawardees of Federal-aid funds through the State, is subject to the executive compensation reporting requirement.
- names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

# **Background**

Beginning October 1, 2010, guidance directs compliance with the Transparency Act to report prime and first-tier subaward data. Federal agencies and prime awardees will report to ensure disclosure of Federal contract and grant subaward and executive compensation data.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the Office of Management and Budget ("OMB") to ensure the establishment of a publicly available website that contains the following information about each Federal award:

- name of the entity receiving the award;
- amount of the award;
- information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number, program source, award title descriptive of the purpose of each funding action;

- location of the entity receiving the award and primary location of performance under the award, including city, State, congressional district, and country;
- unique identifier of the entity receiving the award and the parent entity of the recipient, should the entity be owned by another entity; and
- names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

OCR-481-LPA REV. 06/16

# LPA PROJECT

# **DISADVANTAGED BUSINESS ENTERPRISE LIST**

PROJECT NUMBER:	STP-0430-00(046)LPA	109150-701000		1 Har
NAME OF DBE FIRM:	Riverside Trafflo	Systems, Inc.	☑ RACE CONSCIOUS	RACENEUTRAL
COUNTY:	LEE			
CITY:	TUPELO			

A	В	С	
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , ( SEE NOTE 4 & 5 BELOW )	VALUE OF ITEM ( SUBCONTRACTED , MANUFACTURED OR SUPPLIED )	
619-D1001 Std Rdside Con Signs Less than 10SF	100 %	\$ 4,584.00	
619-D3001 Remove and Reset Signs. All Sizes	100 %	\$ 2,865.00	
626-H004 Thermoplastic Legend, White	100 %	\$ 4,929.52	
630-C002 Steel U-Section Posts, 2.0 Lb//t	100 %	\$ 1,910.00 	
I I	DTAL	\$ 14,288.52	
PER CENT OF TOTAL BID		6.52 %	

SIGNATURE OF DBE

SIGNATURE OF PRIME

APPROVED:

APPROVED BY:

DATE

DEVINS BONDS PE

LPA Project Director Name (Printed)

LPA Project Director (Signature)

J. M. Duncan Inc.

Prime Contractor Firm Name

MATT DUNCAN

Submitted By Name

PLESTOENT

TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF 1.0 %.

#### **INSTRUCTIONS:**

- 1. SUBMIT THIS FORM TO THE **LPA Project Director FOR THEIR SIGNATURE** NO LATER THAN THE THIRD (3) BUSINESS DAY AFTER THE OPENING OF THE BIDS.
- 2. 60 % CRÉDIT IS ALLOWED TOWARD THE DBE GOAL FOR SUPPLIERS.
- 3. THE ACTUAL SUBCONTRACT AGREEMENT MUST EQUAL OR EXCEED THE DOLLAR AMOUNT SHOWN IN COLUMN " C ".
- 4. IF THE DBE FIRM PERFORMS "ALL OF THE WORK "PERTAINING TO A SUBCONTRACTED ITEM ENTER 100 % IN COLUMN "B".
- 5. IF THE DBE FIRM PERFORMS "A PORTION OF THE WORK "PERTAINING TO A SUBCONTRACTED ITEM THE PERCENTAGE IS CALCULATED BASED ON THE TOTAL VALUE OF THE ITEM AND ENTERED IN COLUMN "B". A BREAKDOWN OF THE COST MUST ACCOMPANY THIS SITUATION.

#### OCR-485-LPA REV. 04/09

# LPA PROJECT

# LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from County:LEE	om the following firms on l		150-00096) C
Mississippi Departmen	es Enterprise (DBE) Regula t of Transportation (MDOT ding subcontracts on prime ensportation projects. For e	(a) to create and maintain contracts and quoting/b very firm, we require the	a comprehensive list idding subcontracts
Firm Name: Contact Name/Title: Firm Mailing Address Phone Number:	/283 May 178 W, 662-534-825 X DBE Firm	New Albany, MS	38652 Non-DBE Firm
Firm Name: Contact Name/Title: Firm Mailing Address Phone Number:	Moore Engineer  1204 N. Secon.  662-728-2101  DBE Firm		MS 38829 Non-DBE Firm
Firm Name: Contact Name/Title: Firm Mailing Address Phone Number:	DBE Firm		Non-DBE Firm
Firm Name: Contact Name/Title: Firm Mailing Address Phone Number:	DBE Firm		Non-DBE Firm
Firm Name: Contact Name/Title: Firm Mailing Address Phone Number:	DBE Firm		Non-DBE Firm
		Madt / SUBMITTED BY ( J. M. DURCA FIRM NAM	in Inc.

Submit this form to the **LPA** as a part of your bid package. If this form is not signed and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.

Please make copies of this form when needed and also add those copies to the bid package.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SAM.GOV Registration and Unique Entity ID

Bidders are advised that the Prime Contractor must register and maintain a current registration in the System for Award Management (http://sam.gov) at all times during the project. Upon registration, the Contractor will be assigned a SAM Unique Entity ID.

Bidders are advised that prior to the award of this contract, they MUST be registered in the System for

Award Management.
I (We) acknowledge that this contract cannot be awarded if I (We) are not registered in the System for Award Management prior to the award of this contract. Yes (No)
I (We) have a SAM Unique Entity ID
SAM Unique Entity ID: 20-5293022
Company Name: J. M. Duncan, Inc.
Company e-mail address: jnduncaninc @ yahoo. com