

## SECTION E – BIDDER'S AGREEMENT

BY Submission of this Agreement and respective PROPOSAL forms, which are both executed to

state that Simmons Erosion Control, Inc.

(Name of Contractor)

P.O. Box 206, Lake, MS 39092

(Address of Contractor)

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

agrees to provide the services defined in the Contract Documents to the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called "**OWNER**" in accordance with the Contract Documents provided to us for the prices included in Section D – Proposal. Furthermore, the Contractor will be available to begin and complete the work as specified in the Contract Documents and all prices included in the Proposal Form shall be good for the entire Contract period, including as amended by Supplemental Agreement.

Signed, this the 25th day of June, 2025, the condition of the above obligation is such

That whereas the Contractor has submitted to the **CITY OF TUPELO** a certain BID FORM PROPOSAL, attached hereto and hereby made a part thereof, to enter into a contract in writing, for the construction of the proposed improvements defined within the Contract Documents for the **Coley Road Curb & Gutter (McCullough Blvd to Ridgeway Drive)** Project. At the request of the Owner, the Contractor agrees to sign and submit the necessary contract, insurance information, performance and payment bond, etc. in accordance with the terms provided by the Contract Documents for approval and final execution by the Owner.

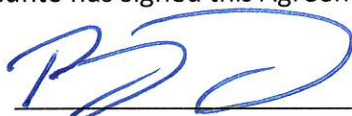
IN WITNESS WHEREOF, the Contractor hereunto has signed this Agreement on the day and year first set forth above.

Simmons Erosion Control, Inc.

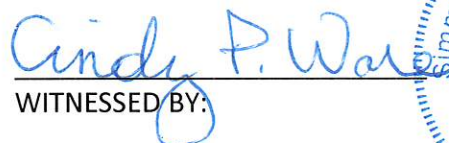
CONTRACTOR NAME

Vice-President

CONTRACTOR TITLE



CONTRACTOR SIGNATURE



WITNESSED BY:



END OF SECTION

## CONTRACT

THIS AGREEMENT, made this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called "OWNER" and Simmons Erosion Control, Inc., doing business as (an Individual), (a partnership), (a Corporation), or (a Limited Liability Company) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of **Coley Road Curb & Gutter (McCullough Blvd to Ridgeway Drive)** hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the PROJECT within **90** calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$ 334,746.55 or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - a) This Agreement
  - b) Advertisement for Bids
  - c) Instruction to Bidders
  - d) General Conditions of Work dated January 27, 2025
  - e) Signed Copy of Proposal Form and Bidder's Certificate
  - f) Executed Bidder's Agreement
  - g) Executed Non-Collusion Form and Compliance statements
  - h) Technical Specifications

- i) SPECIFICATIONS issued by TUPELO DEPARTMENT OF PUBLIC WORKS dated January 27, 2025
  - j) ADDENDA:  
No. n/a Dated\_\_\_\_\_ and No. \_\_\_\_\_ Dated\_\_\_\_\_
  - k) All federal government conditions, specifications, regulations, and requirements bound herein.
6. The CONTRACTOR agrees to abide by the following consequences for failure to complete the project within the time specified in the Contract Documents:
- a) LIQUIDATED DAMAGES – CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work of an individual work order the sum of \$200.00 as LIQUIDATED DAMAGES. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$200.00 for each calendar day that he shall be in default in completing the Work per the terms set forth by the Contract Documents. Since the OWNER'S losses are due to the CONTRACTOR'S delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
  - b) INDEMNIFICATION – In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER, and their officers, personnel, and agents from and against:
    - 1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health, or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and
    - 2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.

c) RIGHT OF SET OFF – The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become to or for the OWNER under any of the foregoing provisions.

7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain ten percent (10%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
8. The CONTRACTOR agrees to allow the Owner or any duly authorized representative thereof, access to books, documents, papers, and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this CONTRACT, for the purpose of making audits, examinations, excerpts, and transcriptions, and CONTRACTOR agrees to insert an identical access to records clause into all subcontracts.
9. The CONTRACTOR shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts, and payroll records.
10. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in 3 copies each of which shall be deemed an original on the date first above written.

CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: Mayor

ATTEST:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: City Clerk

(SEAL)



CONTRACTOR

BY: [Signature]

NAME: Blaise Thomas

TITLE: Co-Vice President

ATTEST:

BY: [Signature]

NAME: Vince Edwards

TITLE: Co-Vice President



END OF SECTION

**SECTION G**

**PERFORMANCE AND PAYMENT BOND**

Bond No. SU1209167

CONTRACT BOND FOR COLEY ROAD CURB AND GUTTER BID NO. 2025-017PW

LOCATED IN THE COUNTY OF LEE, STATE OF MISSISSIPPI,

Know all men by these presents: that we, Simmons Erosion Control, Inc.

(Contractor)

(hereinafter "Principal"), a CORPORATION

residing at P.O. Box 206, Lake, MS 39092 in the State of Mississippi

and Arch Insurance Company

(Surety)

residing at Harborside 3, 210 Hudson Street, Suite 300 in the State of New Jersey

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound unto the CITY OF TUPELO, MISSISSIPPI (hereinafter "OWNER"), in the sum of

Three Hundred Thirty Four Thousand Seven Hundred Forty Six and Fifty-Five Cents

(\$ 334,746.55) Dollars, lawful money 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 these presents.

The conditions of this bond are such, that whereas the said Principal, has (have) entered into a contract with the OWNER, bearing the date of \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_ hereto annexed, for the construction of certain project(s) in the state of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the offices of the OWNER.

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 the approved specifications, and save harmless said OWNER 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 OWNER at the instance of any officer of the OWNER authorized in such cases, for double the amount in money or property, the OWNER may lose or be overcharged or otherwise defrauded

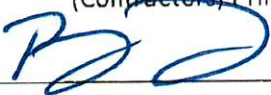


of, by reason of wrongful or criminal act, if any, of the Contractor (s), his (their) agents or employees, and shall promptly pay the said agents, servants, and employees and all persons furnishing labor, material, equipment, or supplies thereof, including premiums incurred, for Surety Bonds, Liability 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 prior to any termination of said principal's contract, 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 OWNER, 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.

Simmons Erosion Control, Inc.

(Contractors) Principal

By



Title: Vice-President

(Contractor's Seal)



Arch Insurance Company

Surety

By



Braxton Davis Brumfield

Address:

315 Newpointe Drive

Ridgeland, MS 39157

Braxton Davis Brumfield/Marsh & McLennan Agency LLC

(Printed) Mississippi Agent

(Signature) Mississippi Agent

Address: 315 Newpointe Drive

Ridgeland, MS 39157

(Surety Seal)

10894077

Mississippi Insurance ID Number



*This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.*

# POWER OF ATTORNEY

## Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

**Braxton Davis Brumfield, Jason S. Hollis, Jerry G. Veazey, Jr., Peggy L. Jackson, Stephen Wesley Price, Jr., Taylor Leggett and Trina Cobb of Jackson, MS (EACH)**

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 30<sup>th</sup> day of October, 2024.

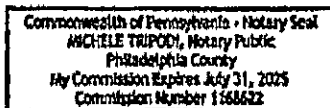
## Attested and Certified

*Regan A. Shulman*

Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS  
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Arch Insurance Company

*Stephen C. Ruschak*

Stephen C. Ruschak, Executive Vice President



## CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated October 30, 2024 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 30<sup>th</sup> day of October, 2024.

*Regan A. Shulman*

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance Company Claims Department  
Surety Claims  
P.O. Box 542033  
Omaha, NE 68154  
[suretyclaims@archinsurance.com](mailto:suretyclaims@archinsurance.com)



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at [SuretyAuthentic@archinsurance.com](mailto:SuretyAuthentic@archinsurance.com)  
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



## MISSISSIPPI DEPARTMENT OF REVENUE

Sales Tax Account  
ID: \_\_\_\_\_

P.O. BOX 1033 JACKSON, MS 39215

RIDER SALES, USE, INCOME, FRANCHISE, WITHHOLDING,  
AND SPECIAL FUEL (DIESEL FUEL) TAX BOND

STATE OF MISSISSIPPI

BOND NUMBER SU1209167

This Rider is attached to and becomes a part of a certain performance and/or payment bond executed by:  
Simmons Erosion Control, Inc. P.O. Box 206 Lake MS 39092 as Principal,

Name	Address	City	State	Zip
The City of Tupelo, Mississippi	71 East Troy Street	Tupelo, MS	38804	

 in favor of \_\_\_\_\_ as Oblige,

And covering a contract dated June 26, 2025, for the construction of

Coley Road Curb &amp; Gutter Bid No. 2025-017PW

(Name Project and Describe)

WHEREAS, under the provisions of Miss. Code Ann. § 27-65-21, as amended the said Principal is required to and has furnished this bond guaranteeing payment of all taxes, damages, interest and penalties which may accrue to the State of Mississippi under Miss. Code Ann. § 27-65-1 et seq., and § 27-67-1 et seq., and § 27-7-1 et seq., and § 27-13-1 et seq., and § 27-7-301 et seq., and § 27-55-313 et seq., and amendments thereto, on account of entering into said contract.

NOW, THEREFORE, in addition to the obligations set forth in the attached bond, there is hereby imposed the additional obligation by the Rider that the Contractor shall promptly make payment when due all taxes, damages, interest and penalties which may accrue during that time to the State of Mississippi under Miss. Code Ann. § 27-65-1 et seq., and § 27-67-1 et seq., and § 27-7-1 et seq., and § 27-13-1 et seq., and § 27-7-301 et seq., and § 27-55-313 et seq., and amendments thereto, on account of the execution of the aforesaid contract.

NOTWITHSTANDING the tax information and return confidentiality provisions contained within Miss Code Ann. § 27-65-1 et seq., § 27-67-1 et seq., § 27-7-1 et seq., § 27-13-1 et seq., § 27-7-301 et seq., and § 27-55-301 et seq., and amendments thereto, Principal hereby authorizes the Department of Revenue to release to Surety any information relating to any claim against said Surety made by the Department of Revenue which is covered by this bond.

SIGNED, SEALED AND DELIVERED, this 26th day of June, 2025.

Filed and Approved, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

COMMISSIONER: \_\_\_\_\_ PRINCIPAL: \_\_\_\_\_

Simmons Erosion Control, Inc.

Countersigned by:

By: \_\_\_\_\_ Vice-President

Braxton Davis Brumfield

SURETY: \_\_\_\_\_

Arch Insurance Company

Attorney in Fact

Licensed Mississippi Agent

Braxton Davis Brumfield/Marsh &amp; McLennan Agency LLC

Type or Print Name of Agent

Telephone Number  
601-960-8200

Braxton Davis Brumfield



*This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.*

# POWER OF ATTORNEY

## Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

**Braxton Davis Brumfield, Jason S. Hollis, Jerry G. Veazey, Jr., Peggy L. Jackson, Stephen Wesley Price, Jr., Taylor Leggett and Trina Cobb of Jackson, MS (EACH)**

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

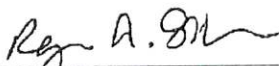
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

**VOTED**, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 30<sup>th</sup> day of October, 2024.

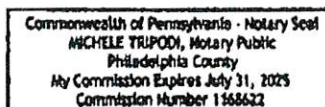
## Attested and Certified



Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS  
COUNTY OF PHILADELPHIA SS

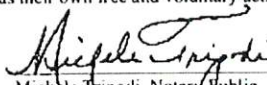
I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Arch Insurance Company



Stephen C. Ruschak, Executive Vice President

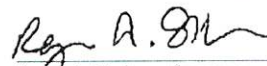


Michele Tripodi, Notary Public  
My commission expires 07/31/2025

## CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated October 30, 2024 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 20<sup>th</sup> day of June, 2025.



Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

**PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:**

Arch Insurance Company Claims Department  
Surety Claims  
P.O. Box 542033  
Omaha, NE 68154  
[suretyclaims@archinsurance.com](mailto:suretyclaims@archinsurance.com)



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at [SuretyAuthentic@archinsurance.com](mailto:SuretyAuthentic@archinsurance.com)  
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.





SIMMERO-01

KNATIONS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2025

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).

<b>PRODUCER</b> Fisher Brown Bottrell, a Marsh & McLennan Agency, LLC 315 Newpointe Dr Ridgeland, MS 39157	<b>CONTACT NAME:</b> Carolyn Goodnight, CISR		
	<b>PHONE (A/C, No, Ext):</b> (601) 960-8229	<b>FAX (A/C, No):</b> (601) 208-3029	
	<b>E-MAIL ADDRESS:</b> Carolyn.Goodnight@MarshMMA.com		
<b>INSURED</b>  Simmons Erosion Control, Inc PO Box 206 Lake, MS 39092	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Zurich American Insurance Company		16535
	<b>INSURER B:</b> Great American Insurance Company		16691
	<b>INSURER C:</b> Aspen American Insurance Co.		43460
	<b>INSURER D:</b> Steadfast Insurance Company		26387
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

## 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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLO353476703	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP353476804	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TUU241695007	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Prod/Co Ops Agg \$ 10,000,000
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC353476603	2/1/2025	2/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Installation Floater</b>			IM013KJ25	2/1/2025	2/1/2026	500,000
D	<b>Excess Liability</b>			AEC786049401	2/1/2025	2/1/2026	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The General Liability, Auto Liability policies contain additional insured wording on a primary & non-contributory basis and waiver of subrogation when required by written contract. General Liability includes ongoing & completed operations when required by written contract.  
General Liability, Auto Liability and Workers Comp policy(s) contain an automatic waiver of subrogation provision where required by written contract. The Umbrella policy includes additional insureds as provided by the underlying general liability and/or automobile liability policies on a primary/non-contributory basis when required by written contract. At the time of loss the insured value will be the lesser of Actual Cash Value or the cost to repair or replace with like kind and quality. \*Equipment values less than \$100,000=\$2500 ded; Value equal to or in excess of \$100,000=\$10,000 ded. All coverage are subject to policy terms, conditions and exclusions.  
SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

City of Tupelo  
71 East Troy Street  
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



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Fisher Brown Bottrell, a Marsh & McLennan Agency, LLC		NAMED INSURED Simmons Erosion Control, Inc PO Box 206 Lake, MS 39092
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:  
For Reference Only Project: Coley Road Curb & Gutter - McCullough Blvd to Ridgeway Drive