



March 13, 2025

**WAR CONSTRUCTION, INC.**

General Contractors and Construction Managers  
Post Office Box 1218 • Tuscaloosa, Alabama 35403  
4300 Joe Mallisham Parkway • Tuscaloosa, AL 35401  
205-758-4723 • Fax: 205-349-3425 • SoLinc: 246  
www.warconstruction.com • info@warconstruction.com

Name of company submitting bid:

**WAR Construction, Inc.**

**P.O. Box 1218**

**4300 Joe Mallisham Parkway (35401)**

**Tuscaloosa, AL 35403**

Certificate of Responsibility Number:

**19444-MC**

Project Name:

**The City of Tupelo**

**Fire Station #5**

**Tupelo, Mississippi**

**Bid Number 2025-007FD**

Bid date:

**Thursday, March 13, 2025**

Bid time:

**2:00 PM**

# AIA Document A310™ - 2010

## Bid Bond

**CONTRACTOR:**  
(Name, legal status and address)  
WAR Construction, Inc.

P.O. Box 1218  
Tuscaloosa, AL 35403-1218

**OWNER:**  
(Name, legal status and address)  
The City of Tupelo  
Tupelo, Mississippi 38804

**BOND AMOUNT:** Five percent (5%) of the base bid.

**PROJECT:**  
(Name, location or address, and Project number, if any)  
City of Tupelo Fire Station No. 5

**SURETY:**  
(Name, legal status and principal place  
of business)  
The Cincinnati Insurance Company  
P.O. Box 145496  
Cincinnati, OH 45250-5496

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Project Number, if any: Project # 2023526

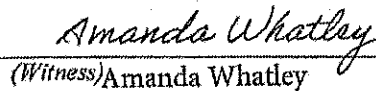
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

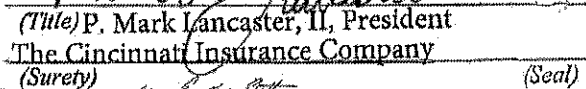
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of March, 2025.

  
(Witness)

  
(Witness) Amanda Whitley

WAR Construction, Inc.  
(Principal)  (Seal)

(Title) P. Mark Lancaster, II, President  
The Cincinnati Insurance Company  
(Surety)  (Seal)

(Title) W. Geoffrey Plott, Attorney-In-Fact



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THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Martin D. Moore, III; Madison Andrew Hudson; David B. Partlow, III; Brandon M LaBresh; Charles Bailey, IV;  
Thomas H. Bonhaus and/or W. Geoffrey Plott

of Tuscaloosa, Alabama

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to  
Seventy Million and No/100 Dollars (\$70,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO )  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

*Stephen D. Ventre*

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



*Keith Collett*

Keith Collett, Attorney at Law  
Notary Public - State of Ohio

My commission has no expiration date.  
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 13th day of March, 2025



*Ed [Signature]*

# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

WAR Construction, Inc.

P.O. Box 1218

Tuscaloosa, AL 35403-1218

**OWNER:**

(Name, legal status and address)

The City of Tupelo

Tupelo, Mississippi 38804

**BOND AMOUNT:** Five percent (5%) of the base bid.

**PROJECT:**

(Name, location or address, and Project number, if any)

City of Tupelo Fire Station No. 5

**SURETY:**

(Name, legal status and principal place of business)

The Cincinnati Insurance Company

P.O. Box 145496

Cincinnati, OH 45250-5496

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Project Number, if any: Project # 2023526

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

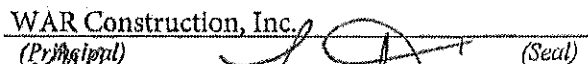
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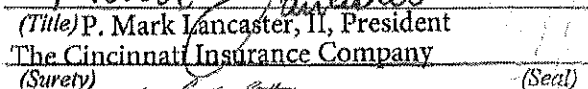
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of March, 2025.

  
(Witness)

  
(Witness) Amanda Whatley

WAR Construction, Inc.  
(Principal)  (Seal)

(Title) P. Mark Lancaster, II, President  
The Cincinnati Insurance Company  
(Surety)  (Seal)

(Title) W. Geoffrey Plott, Attorney-In-Fact



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THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Marlin D. Moore, III; Madison Andrew Hudson; David B. Partlow, III; Brandon M LaBresh; Charles Bailey, IV;  
Thomas H. Bonhaus and/or W. Geoffrey Plott

of Tuscaloosa, Alabama

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to  
Seventy Million and No/100 Dollars (\$70,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO )SS:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

*Stephen A. Vestre*

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



*Keith Collett*

Keith Collett, Attorney at Law  
Notary Public - State of Ohio

My commission has no expiration date.  
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 13th day of March, 2025



*Ed H.*

**SECTION 00 41 13**  
**BID FORM**

Thursday, March 13, 2025

Certificate of Responsibility Number: 19444-MC

Proposal of: WAR Construction, Inc.

**Project:** The City of Tupelo  
Fire Station #5  
Tupelo, Mississippi  
Bid Number 2025-007FD

**Owner:** The City of Tupelo  
Post Office Box 1485  
71 East Troy Street (38804)  
Tupelo, Mississippi 38802-1485

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

Addendum No. 1 Date 02/18/2025 Pages: 2      Addendum No.     Date     Pages:      
Addendum No. 2 Date 03/10/2025 Pages: 25      Addendum No.     Date     Pages:      
Addendum No. 3 Date 03/11/2025 Pages: 2      Addendum No.     Date     Pages:    

Having carefully examined the Contract Documents entitled *The City of Tupelo, Fire Station #5*, prepared by PryorMorrow PC, and dated February 12, 2025, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials, and services required by the Contract Documents for the work described as follows:

**BASE BID:**

Four Million, Two Hundred Seventy Thousand, Four Hundred Sixty-one DOLLARS (\$ 4,270,461.00 )

**ALTERNATES:**

**ALTERNATE NUMBER 1:** Install LVT flooring in the rooms as shown on the Room Finish Schedule.

ADD Fourteen Thousand, Seventeen\*\*\*\*\* DOLLARS (\$ 14,017.00 )

**ALTERNATE NUMBER 2:** Provide polished concrete flooring in the rooms as shown on the Room Finish Schedule.

ADD Twelve Thousand, Ninety-nine\*\*\*\*\* DOLLARS (\$ 12,099.00 )

**UNIT PRICES:**

**UNIT PRICE NUMBER 1:** Install additional excavation and select fill beyond that which is required in the Base Bid.

Twenty-three\*\*\*\*\* DOLLARS PER CUBIC YARD (\$ 23.00\*\*\*\*\* /cubic yard)

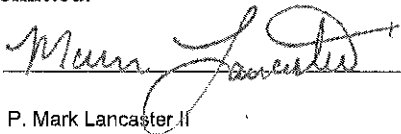
**SUBSTANTIAL COMPLETION:** Time is an important consideration on the project. The project shall be substantially complete within three hundred sixty-five (365) calendar days following issuance of the Notice to Proceed.

**LIQUIDATED DAMAGES:** The Owner will deduct \$250.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion is reached.

**CHANGES TO THE WORK:** The cost or credit to the Owner resulting from a change in the work shall be determined by mutual acceptance of a lump sum representing the Contractor's cost of the work (which is properly itemized and supported by sufficient substantiating data to permit evaluation) and a fixed percentage fee. The undersigned proposed a fixed percentage fee of 10 % for changes that add to, or increase, the scope of work and 2 % for changes that reduce the scope of work. Refer to Section 00 73 00, 7.3.11.

The Contractor represents that it has (1) examined all available records and data furnished by the Owner and the Architect and has from such examination informed itself fully concerning all surface conditions in connection with the work and the services to be performed hereunder, (2) determined that the site of the work is satisfactory in all respects for the work, and (3) read the Contract Documents and is fully cognizant of and is familiar with all of the terms and conditions thereof.

Respectfully Submitted:

Signed:   
Print Name: P. Mark Lancaster, II  
Title: President  
Address: P.O. Box 1218, Tuscaloosa, AL 35403

\*If the bidder is a corporation, write the State of Incorporated under the signature. If the bidder is a partnership, show the names of all partners.

Note: The bidder's Certificate of Responsibility number is required on the outside of the envelope that contains the proposal of the bidder.

**END OF SECTION**