

PROPOSAL

Proposal of James A. Hodges Construction, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a corporation

Insert: (corporation, partnership, limited liability company, or individual) to: the City of Tupelo, Mississippi, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all WORK for construction of the West Barnes Crossing Road Curb & Cutter (Natchez Trace Bridge to Crossroads Blvd) project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, this BID has been developed independently, without consultation, communication or agreement as to any matter relating to his BID or with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within 120 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the sum of \$250.00 for each consecutive calendar day that the work is not completed. Additionally, BIDDER agrees to pay liquidated damages in the amount of \$250.00 for each consecutive calendar day that the work is not completed as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA.:

NUMBER

DATE

1

July 15, 2026

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

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

In accordance with the requirements of the Technical Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools, and other means

of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

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

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day that he fails to complete the work as defined in the contract documents unless the Contract Time or other applicable conditions are amended by a written Change Order.

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

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

The OWNER'S Representative is Tupelo Public Works Department, Crossover Road, Tupelo, MS, 38804

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount:

NOTES:

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

(SEE FOLLOWING SHEET FOR BID ITEMS)

PROPOSAL FORM
CITY OF TUPELO, MISSISSIPPI
WEST BARNES CROSSING ROAD CURB & GUTTER (Natchez Trace Bridge to Crossroads Blvd)
JUNE 2026

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	MAINTENANCE OF TRAFFIC	LUMP SUM	1	\$11,150.00	\$11,150.00
2	MOBILIZATION	LUMP SUM	1	\$34,573.00	\$34,573.00
3	REMOVAL OF CONCRETE	SQ. YD.	372	\$14.69	\$5,464.00
4	REMOVAL OF CURB & GUTTER	LIN. FT.	150	\$13.33	\$2,000.00
5	REMOVAL OF ASPHALT	SQ. YD.	350	\$11.50	\$4,025.00
6	REMOVAL OF PIPE (30")	LIN. FT.	180	\$12.00	\$2,160.00
7	TYPE I CURB & GUTTER (SPILL)	LIN. FT.	1350	\$27.00	\$36,450.00
8	TYPE I CURB & GUTTER (CATCH)	LIN. FT.	3600	\$27.00	\$97,200.00
9	CONCRETE DRIVEWAY WITH REINFORCEMENT	SQ. YD.	450	\$98.00	\$44,100.00
10	15" HDPE PIPE	LIN. FT.	3074	\$30.96	\$95,185.86
11	15" HD PIPE	LIN. FT.	200	\$34.85	\$6,970.50
12	15" HDPE FES	EA	3	\$518.59	\$1,555.77
13	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	CU. YD.	100	\$1,750.00	\$175,000.00
14	REINFORCING STEEL	LBS	8958	\$1.35	\$12,093.30
15	CASTINGS	LBS	150	\$12.00	\$1,800.00
16	15" HDPE TO BOX WINGWALL CONNECTION	EA	4	\$250.00	\$1,000.00
17	UNCLASSIFIED EXCAVATION, FM, AH	CU. YD.	444	\$12.00	\$5,328.00
18	SELECT BORROW, FM, AH	CU. YD.	1150	\$16.00	\$18,400.00
19	GRANULAR MATERIAL (CRUSHED STONE)	CU. YD.	55	\$95.00	\$5,225.00
20	HOT MIX ASPHALT, 9.5-MM MIXTURE	TON	225	\$325.00	\$73,125.00
21	100 # RIP RAP	TON	75	\$60.00	\$4,500.00
22	GRASSING	ACRE	3	\$3,000.00	\$9,000.00
23	SOLID SODDING	SQ. YD.	1750	\$6.50	\$11,375.00
24	SILT FENCE	LIN. FT.	1000	\$5.00	\$5,000.00
25	WATTLES, 20"	LIN. FT.	250	\$6.00	\$1,500.00
26	ADDITIONAL CONSTRUCTION SIGNS	SQ. FT.	1	\$100.00	\$100.00
GRAND TOTAL (ALL ITEMS)					\$664,280.43

NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE ESTIMATED BASED ON PROPOSED PROJECT CONDITIONS.

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

RESPECTFULLY SUBMITTED BY: James A. Hodges Construction, Inc.

(PLEASE PRINT)

SIGNATURE:

NAME AND TITLE: James A. Hodges, President

ADDRESS: 1281 CR 811

Saltillo, MS 38866

PHONE NUMBER: (662) 842-8538

CORPORATE CERTIFICATE

(To Be Executed If Bidder Is A Corporation)

I, Robin Rodgers certify that I am the Secretary of the Corporation named as Contractor in the foregoing proposal; that James A. Hodges who signed said Proposal on behalf of the Contractor, was then President of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

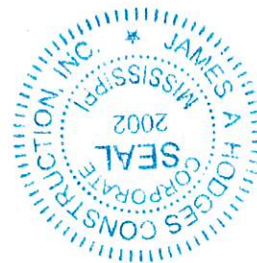
Robin Rodgers
Name: _____

Secretary
Title: _____

Signature: Robin Rodgers

Date: 7/21/26

(CORPORATE SEAL)



PARTNERSHIP CERTIFICATE

(To Be Executed If Bidder Is A Partnership)

STATE OF _____

)

) ss:

COUNTY OF _____

)

On this _____ day of _____, 2026, before me personally appeared,

Known to be and known by me to be the person who executed the above instrument, who
being by me first duly sworn, did depose and say that he is general partner in the firm of:

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

Name: _____

Signature: _____

Notary Public in and for the

County of _____

State of _____

(NOTARY SEAL)

My Commission Expires: _____

LIMITED LIABILITY COMPANY CERTIFICATE

(To Be Executed If Bidder Is A Limited Liability Company)

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

Name: _____

Title: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Notary Public in and for the

County of _____

State of _____

(NOTARY SEAL)

My Commission Expires: _____

AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Lee

I, James A. Hodges
(name of person signing affidavit)
Individually, and in my capacity as President
(title)
of James A. Hodges Construction, Inc.
(name of firm, partnership, limited liability company, or corporation.)

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

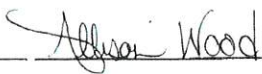
- a. That James A. Hodges Construction, Inc. Bidder on the **West Barnes Crossing Road Curb & Gutter (Natchez Trace Bridge to Crossroads Blvd)** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding with this contract; nor have any of its officers, partners, employees, or principal owners.
- b. further, that neither said legal entity nor any of its directors, officers, partners, principal owners, or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature: 

Title: President

(SEAL)

Sworn before me this 21st day of July, 2026

My commission expires December 9, 2026  Notary Public



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

AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Lee

I, James A. Hodges
(name of person signing affidavit)
Individually, and in my capacity as President
(title)
of James A. Hodges Construction, Inc.
(name of firm, partnership, limited liability company, or corporation.)

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

- c. That James A. Hodges Construction, Inc., Bidder on the **West Barnes Crossing Road Curb & Gutter (Natchez Trace Bridge to Crossroads Blvd)** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding with this contract; nor have any of its officers, partners, employees, or principal owners.
- d. further, that neither said legal entity nor any of its directors, officers, partners, principal owners, or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature: [Signature]
Title: President

(SEAL)

Sworn before me this 21st day of July, 2026

My commission expires December 9, 2026 Allison Wood Notary Public



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

SECTION E
BIDDER'S AGREEMENT

SECTION E – BIDDER'S AGREEMENT

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

state that James A. Hodges Construction, Inc.

(Name of Contractor)

1281 CR 811, Saltillo, MS 38866

(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 21st day of July, 2026, 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 **West Barnes Crossing Road Curb & Gutter (Natchez Trace Bridge to Crossroads Blvd)** 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.

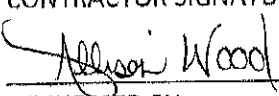
James A. Hodges Construction, Inc.

CONTRACTOR NAME

President

CONTRACTOR TITLE


CONTRACTOR SIGNATURE


WITNESSED BY:

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That James A. Hodges Construction, Inc.

(Name of Contractor)

(Address of Contractor)

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

Palomar Casualty and Surety Company

"Surety",

hereinafter called

(Name of Surety)

Are held and firmly bound unto TUPELO, MS, hereinafter called "OWNER" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 21st day of July, 2026. The condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF TUPELO** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of improvements defined "**West Barnes Crossing Road Curb & Gutter (Natchez Trace Bridge to Crossroads Boulevard)**"

NOW, THEREFORE,

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

in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

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

James A. Hodges Construction, Inc.

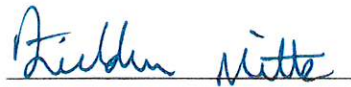
Palomar Casualty and Surety Company

Principal

Surety

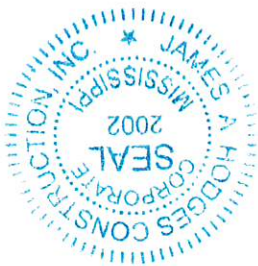


By: James A. Hodges, President



By: Fielden Mitts, Attorney-in-Fact

IMPORTANT Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



**PALOMAR SPECIALTY INSURANCE COMPANY
PALOMAR CASUALTY AND SURETY COMPANY**

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Bond Number: Bid Bond

Principal: James A. Hodges Construction Inc.

Description: "West Barnes Crossing Road Curb & Gutter (Natchez Trace Bridge to Crossroads Boulevard)"

KNOW ALL BY THESE PRESENTS, THAT Palomar Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of Oregon ("PSIC"), and Palomar Casualty and Surety Company, duly organized and existing under the laws of Louisiana, ("PCSC" and together with PSIC, the "Companies" or each "Company"), do hereby make, constitute, and appoint:

Rielden Mitts

on behalf of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$75,000,000.00.

This Power of Attorney is granted and is signed by facsimile or other electronic transmission under and by the authority of the following Joint Resolutions adopted by the Boards of Directors of Palomar Specialty Insurance Company and Palomar Casualty and Surety Company at meetings duly called and held on the 13th day of March, 2026.

RESOLVED, that any President, or any Executive Vice President, or any Secretary specially authorized to do so by the Boards of Directors of the Companies, and Cullen S. Piske, President of PCSC, be and each of them hereby is authorized and empowered to appoint Attorneys-in-Fact as the business of the Companies may require, or to authorize any person(s) to execute and deliver on behalf of the Companies any bonds, undertakings, and all contracts relating to the surety business of the Companies, and that each or any of them is further authorized to attest to the execution of such Power of Attorney, and to attach the seal of each respective Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of each Company may be affixed to any such Power of Attorney or to any certificate relating thereto by electronic means and any such Power of Attorney or certificate bearing such electronic signatures or electronic seal shall be valid and binding upon each Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.



Cullen S. Piske
President
Palomar Casualty and Surety Company

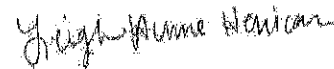


State of Louisiana
Parish of St. Tammany

On this 13th day of March, 2026, before me, a Notary Public, personally appeared Cullen S. Piske, President of Palomar Casualty and Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the Company as an officer of, and acknowledged said instrument to be the voluntary act and deed, of the Company.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana



Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Angela Grant, Secretary of Palomar Specialty Insurance Company, do hereby certify that the foregoing Joint Resolutions were adopted by the Boards of Directors of the Companies and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Joint Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 13th Day of March, 2026.

Dated and effective this 21st day, of July, 2026



Angela Grant
Secretary



PROPOSAL

Proposal of BARNETT CONCRETE WORK, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of MISSISSIPPI doing business as a BARNETT CONCRETE WORK, LLC

Insert: (corporation, partnership, limited liability company, or individual) to: the City of Tupelo, Mississippi, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all WORK for construction of the West Barnes Crossing Road Curb & Cutter (Natchez Trace Bridge to Crossroads Blvd) project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, this BID has been developed independently, without consultation, communication or agreement as to any matter relating to his BID or with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **120** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the sum of \$250.00 for each consecutive calendar day that the work is not completed. Additionally, BIDDER agrees to pay liquidated damages in the amount of \$250.00 for each consecutive calendar day that the work is not completed as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA.:

NUMBER	DATE
001	july 15, 2026

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

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

In accordance with the requirements of the Technical Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools, and other means

of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

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

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day that he fails to complete the work as defined in the contract documents unless the Contract Time or other applicable conditions are amended by a written Change Order.

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

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

The OWNER'S Representative is Tupelo Public Works Department, Crossover Road, Tupelo, MS, 38804

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount:

NOTES:

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
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(SEE FOLLOWING SHEET FOR BID ITEMS)

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GRAND TOTAL (ALL ITEMS)				\$947,210.00	

NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE ESTIMATED BASED ON PROPOSED PROJECT CONDITIONS.

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

RESPECTFULLY SUBMITTED BY: LEMANUEL BARNETT, SR.
(PLEASE PRINT)

SIGNATURE: _____

NAME AND TITLE: OWNER/OPERATOR

ADDRESS: 4906 OLD HIGHWAY 11

SUITE A2

HATTIESBURG, MS 39402

PHONE NUMBER: 769-390-7125

LIMITED LIABILITY COMPANY CERTIFICATE

(To Be Executed If Bidder Is A Limited Liability Company)

I, the undersigned LEMANUEL BARNETT, SR., hereby certify that I am the Manager of BARNETT CONCRETE WORK, LLC (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that LEMANUEL BARNETT, SR. who executed the Proposal on behalf of the Company is OWNER/OPERATOR of the Company with full power and authority to execute same on behalf of the company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Name: LEMANUEL BARNETT, SR.

Title: OWNER/OPERATOR

Signature: _____

Date: 20 JULY 2026

Name: LEMANUEL BARNETT, SR.

Signature: _____

Notary Public in and for the

County of _____

State of _____

(NOTARY SEAL)

My Commission Expires: _____

AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF LAMAR

I, LEMANUEL BARNETT, SR.

(name of person signing affidavit)

Individually, and in my capacity as OWNER/OPERATOR

(title)

of BARNETT CONCRETE WORK, LLC

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

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

BARNETT CONCRETE

a. That WORK, LLC, Bidder on the **West Barnes Crossing Road Curb & Gutter**

(Natchez Trace Bridge to Crossroads Blvd) in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding with this contract; nor have any of its officers, partners, employees, or principal owners.

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

Signature: _____

Title: OWNER/OPERATOR

(SEAL)

Sworn before me this _____ day of _____, 2026

My commission expires _____ Notary Public

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

AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF LAMAR

I, LEMANUEL BARNETT, SR.

(name of person signing affidavit)

Individually, and in my capacity as OWNER/OPERATOR

(title)

of BARNETT CONCRETE WORK, LLC

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

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

BARNETT CONCRETE

c. That WORK, LLC, Bidder on the **West Barnes Crossing Road Curb & Gutter**

(Natchez Trace Bridge to Crossroads Blvd) in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding with this contract; nor have any of its officers, partners, employees, or principal owners.

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

Signature: _____

Title: OWNER/OPERATOR

(SEAL)

Sworn before me this _____ day of _____, 2026

My commission expires _____ Notary Public

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

SECTION E – BIDDER'S AGREEMENT

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

state that BARNETT CONCRETE WORK, LLC

(Name of Contractor)

4906 OLD HIGHWAY 11 SUITE A2 HATTIESBURG, MS 39402

(Address of Contractor)

a LIMITED LIABILITY COMPANY 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 20TH day of JULY, 2026, 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 **West Barnes Crossing Road Curb & Gutter (Natchez Trace Bridge to Crossroads Blvd)** 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.

LEMANUEL BARNETT, SR.

CONTRACTOR NAME

CONTRACTOR SIGNATURE

OWNER/OPERATOR

CONTRACTOR TITLE

WITNESSED BY:

END OF SECTION



Liberty Mutual Surety: National Bond Center
350 E. 96th Street
Indianapolis, IN 46240
(888) 844-2663 Fax: (866) 547-4883

BID BOND RESULTS

You have received a bid bond for the project listed below. Once bid results are in, please complete the Bid Results Section and return this to your agent or Liberty Mutual Surety underwriter or underwriting assistant at the office listed above. If you do not know the results other than your own, please indicate in the Comments.

Reference #: **BID-0037342**
Contractor Name: **Barnett Concrete Work, LLC**
Bid Date: **July 21, 2026**
Bid Amount: **5% of Bid Amount**
Est. Contract Amount: **\$900,000.00**
Obligee: **City of Tupelo**
Project Description: **Natchez Trace Bridge to Crossroad Blvd**

BID RESULTS SECTION

Contractor Name _____ 1st low bid \$ _____
Contractor Name _____ 2nd low bid \$ _____
Contractor Name _____ 3rd low bid \$ _____

If you are the low bid and the spread between your bid and the 2nd low bid is more than 10% please explain: _____

If you are not in the top 3 low bids, what is your bid price? \$ _____

Comments: _____



Bid Bond

CONTRACTOR:

(Name, legal status and address)

Barnett Concrete Work, LLC

4906 Old Hwy 11, Suite A2
Hattiesburg, MS 39402

OWNER:

(Name, legal status and address)

City of Tupelo

71 Troy St
Tupelo, MS 38804-4747

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

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.

BOND AMOUNT: 5% of Bid Amount Five Percent of Bid Amount

PROJECT:

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

Natchez Trace Bridge to Crossroad Blvd

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 20th day of July, 2026.

(Witness)

Kiana M. Pumphrey

(Witness) Kiana M. Pumphrey



Barnett Concrete Work, LLC

(Contractor as Principal)

(Seal)

Kevin Barnett

(Title)

The Ohio Casualty Insurance Company

(Surety)

Carol Banks

(Title) Carol Banks, Assistant Secretary



BID-0037342

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in **AIA Document A310-2010 Edition Bid Bond**.

LMS-20862e 02/21



POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Principal: Barnett Concrete Work, LLC

Agency Name: Evans Agency, Inc

Bond Number: BID-0037342

Obligee: City of Tupelo

Bid Bond Amount: (5% of Bid Amount) Five Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Carolyn Banks** in the city and state of **Seattle, WA**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 20th day of July, 2026.



The Ohio Casualty Insurance Company

By:

Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF MONTGOMERY

On this 20th day of July, 2026, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 20th day of July, 2026.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Liberty Mutual Surety: National Bond Center
350 E. 96th Street
Indianapolis, IN 46240
(888) 844-2663 Fax: (866) 547-4883

TRANSACTION REPORT

Transaction Date: July 20, 2026

Preparer Name: Andora Baker

Preparer Email: abaker@evansagency.net

Agency Name: Evans Agency, Inc

Agency Code: 992571

Principal:

Barnett Concrete Work, LLC

4906 Old Hwy 11, Suite A2

Hattiesburg, MS 39402

Obligee:

City of Tupelo

71 Troy St

Tupelo, MS 38804-4747

Principal Account:

Barnett Concrete Work, LLC

Underwriting Information:

Issued under approved bond request #2775534

Bond Information:

Reference Number: BID-0037342

Bond Request ID: 2775534

Bid Bond Amount: 5% of Bid Amount

Estimated Contract Amount: \$900,000.00

Maintenance Period (Months): 12

Project Location: Tupelo, MS

Description of Bond: Natchez Trace Bridge to Crossroad Blvd - Tupelo, MS

Bid Date: July 21, 2026

Estimated Completion Date: January 31, 2027

Class Code: S754

Underwriting Paper: The Ohio Casualty Insurance Company

Remarks:

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

BARNETT CONCRETE WORK, LLC
4906 OLD HWY 11 SUITE 2A
HATTIESBURG, MS 39402

is duly registered and entitled to perform

- 1) ASBESTOS ABATEMENT OR REMOVAL
- 2) CONCRETE
- 3) REMODELING



We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 14 day of Aug., 2023

CERTIFICATE OF RESPONSIBILITY

No. 18159-SC

Expires Aug. 14, 2026

Joel Q. Canell

CHAIRMAN OF THE BOARD

PROPOSAL

Proposal of Cook and Son, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a limited liability company

insert: (corporation, partnership, limited liability company, or individual) to: the City of Tupelo, Mississippi, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all WORK for construction of the West Barnes Crossing Road Curb & Cutter (Natchez Trace Bridge to Crossroads Blvd) project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, this BID has been developed independently, without consultation, communication or agreement as to any matter relating to his BID or with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within 120 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the sum of \$250.00 for each consecutive calendar day that the work is not completed. Additionally, BIDDER agrees to pay liquidated damages in the amount of \$250.00 for each consecutive calendar day that the work is not completed as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA.:

NUMBER

DATE

Addenda 1

7/15/26

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

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

In accordance with the requirements of the Technical Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools, and other means

of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

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

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day that he fails to complete the work as defined in the contract documents unless the Contract Time or other applicable conditions are amended by a written Change Order.

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

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

The OWNER'S Representative is Tupelo Public Works Department, Crossover Road, Tupelo, MS, 38804

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount:

NOTES:

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

(SEE FOLLOWING SHEET FOR BID ITEMS)

PROPOSAL FORM
CITY OF TUPELO, MISSISSIPPI
WEST BARNES CROSSING ROAD CURB & GUTTER (Natchez Trace Bridge to Crossroads Blvd)
JUNE 2026

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	MAINTENANCE OF TRAFFIC	LUMP SUM	1	11200.00	11200.00
2	MOBILIZATION	LUMP SUM	1	57631.16	57631.16
3	REMOVAL OF CONCRETE	SQ. YD.	372	20.00	7440.00
4	REMOVAL OF CURB & GUTTER	LIN. FT.	150	20.00	3000.00
5	REMOVAL OF ASPHALT	SQ. YD.	350	20.00	7000.00
6	REMOVAL OF PIPE (30")	LIN. FT.	180	20.00	3600.00
7	TYPE I CURB & GUTTER (SPILL)	LIN. FT.	1350	27.00	36450.00
8	TYPE I CURB & GUTTER (CATCH)	LIN. FT.	3600	27.00	97200.00
9	CONCRETE DRIVEWAY WITH REINFORCEMENT	SQ. YD.	450	85.00	38250.00
10	15" HDPE PIPE	LIN. FT.	3074	33.25	102210.50
11	15" HD PIPE	LIN. FT.	200	37.00	7400.00
12	15" HDPE FES	EA	3	2000.00	6000.00
13	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	CU. YD.	100	1828.00	182800.00
14	REINFORCING STEEL	LBS	8958	2.50	22395.00
15	CASTINGS	LBS	150	5.00	750.00
16	15" HDPE TO BOX WINGWALL CONNECTION	EA	4	2550.00	10200.00
17	UNCLASSIFIED EXCAVATION, FM, AH	CU. YD.	444	20.00	8880.00
18	SELECT BORROW, FM, AH	CU. YD.	1150	40.00	46000.00
19	GRANULAR MATERIAL (CRUSHED STONE)	CU. YD.	55	328.00	18040.00
20	HOT MIX ASPHALT, 9.5-MM MIXTURE	TON	225	610.00	137250.00
21	100 # RIP RAP	TON	75	120.00	9000.00
22	GRASSING	ACRE	3	7500.00	22500.00
23	SOLID SODDING	SQ. YD.	1750	6.00	10500.00
24	SILT FENCE	LIN. FT.	1000	7.00	7000.00
25	WATTLES, 20"	LIN. FT.	250	10.00	2500.00
26	ADDITIONAL CONSTRUCTION SIGNS	SQ. FT.	1	10.00	10.00
GRAND TOTAL (ALL ITEMS)				855,206.66	

NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE ESTIMATED BASED ON PROPOSED PROJECT CONDITIONS.

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

RESPECTFULLY SUBMITTED BY: Cook and Son, LLC

SIGNATURE: *Kenneth Murff Cook* (PLEASE PRINT)

NAME AND TITLE: Kenneth Murff Cook owner/managing member

ADDRESS: 60150 Seminole Road
Smithville, MS 38870

PHONE NUMBER: 662-597-1600

LIMITED LIABILITY COMPANY CERTIFICATE

(To Be Executed If Bidder Is A Limited Liability Company)

I, the undersigned Kenneth Murff Cook, hereby certify that I am the Manager of Cook and Son, LLC (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that Kenneth Murff Cook who executed the Proposal on behalf of the Company is owner/managing member of the Company with full power and authority to execute same on behalf of the company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Name: Kenneth Murff Cook

Title: owner/managing member

Signature: Kate Murff

Date: July 21, 2026

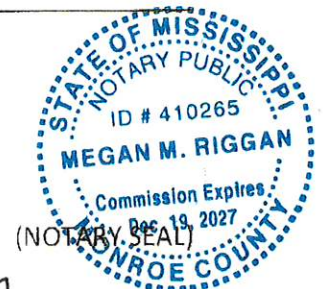
Name: Megan M. Riggan

Signature: Megan M. Riggan

Notary Public in and for the

County of Monroe

State of Mississippi



My Commission Expires: 12/19/2027

AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Lee

I, Kenneth Murff Cook
(name of person signing affidavit)

Individually, and in my capacity as owner/managing member
(title)

of Cook and Son, LLC
(name of firm, partnership, limited liability company, or corporation.)

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

- a. That Cook and Son, LLC Bidder on the **West Barnes Crossing Road Curb & Gutter**
(Natchez Trace Bridge to Crossroads Blvd) in the **City of Tupelo, Mississippi**, has not either
directly or indirectly entered into any agreement, participated in any collusion, or otherwise
taken any action in restraint of free competitive bidding with this contract; nor have any of
its officers, partners, employees, or principal owners.
- b. further, that neither said legal entity nor any of its directors, officers, partners, principal
owners, or managerial employees are currently debarred from bidding on public contracts
by the State of Mississippi or any of its agencies; or by one or more of the other states or
any of their agencies; or by the Federal Highway Administration.

Signature: Kenneth Murff Cook

Title: owner/managing member



Sworn before me this 21 day of July, 2026

My commission expires 12/19/2027 Megan Biggan Notary Public

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

AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Lee

I, Kenneth Murff Cook
(name of person signing affidavit)

Individually, and in my capacity as owner/managing member
(title)

of Cook and Son, LLC
(name of firm, partnership, limited liability company, or corporation.)

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

- c. That Cook and Son, LLC Bidder on the **West Barnes Crossing Road Curb & Gutter (Natchez Trace Bridge to Crossroads Blvd)** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding with this contract; nor have any of its officers, partners, employees, or principal owners.
- d. further, that neither said legal entity nor any of its directors, officers, partners, principal owners, or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature: Kate Murff Cook

Title: owner/managing member



Sworn before me this 21 day of July, 2026

My commission expires 12/19/2027
Megan M. Riggan Notary Public

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Cook & Son, LLC

(Name of Contractor)

(Address of Contractor)

a Limited Liability Company hereinafter called "Principal",

(Corporation, Partnership, Limited Liability Company or Individual)

The Hanover Insurance Company hereinafter called
"Surety",

(Name of Surety)

Are held and firmly bound unto TUPELO, MS, hereinafter called "OWNER" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 21st day of July, 2026. The condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF TUPELO** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of improvements defined "**West Barnes Crossing Road Curb & Gutter (Natchez Trace Bridge to Crossroads Boulevard)**"

NOW, THEREFORE,

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

in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

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

Cook & Son, LLC

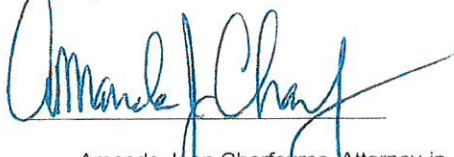
Principal



By:

The Hanover Insurance Company

Surety



By: Amanda Jean Charfauros, Attorney-in-Fact
MS Resident Agent / Marsh & McLennan Agency



IMPORTANT Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

HIS 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.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Jason J. Young, Jerry Eugene Horner, Jr., Jerry G. Veazey Jr.,

Peggy L. Jackson, Trina Cobb, Stephen Wesley Price Jr, Amanda Jean Charfauros, and or Debbie Dunaway

Of Fisher Brown Bottrell Insurance, Inc., Jackson, MS each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its act, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. 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 in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 22nd day of April 2025



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawalek
James H. Kawalek, Vice President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

Joellen M. Mendoza
Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.

On this 22nd day of April, 2025 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



KATHLEEN M. SIRARD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 2, 2027

Kathleen M. Sirard
Kathleen M. Sirard, Notary Public
My commission expires, September 2, 2027

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 21st day of July 2026

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John Bowdler
John Bowdler, Vice President

PROPOSAL

Proposal of Phillips Contracting Co., Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a Corporation

insert: (corporation, partnership, limited liability company, or individual) to: the City of Tupelo, Mississippi, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all WORK for construction of the West Barnes Crossing Road Curb & Cutter (Natchez Trace Bridge to Crossroads Blvd) project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, this BID has been developed independently, without consultation, communication or agreement as to any matter relating to his BID or with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within 120 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the sum of \$250.00 for each consecutive calendar day that the work is not completed. Additionally, BIDDER agrees to pay liquidated damages in the amount of \$250.00 for each consecutive calendar day that the work is not completed as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA.:

NUMBER	DATE
<u>Addendum # 1</u>	<u>7/15/2026</u>

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

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

In accordance with the requirements of the Technical Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools, and other means

of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

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

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day that he fails to complete the work as defined in the contract documents unless the Contract Time or other applicable conditions are amended by a written Change Order.

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

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

The OWNER'S Representative is Tupelo Public Works Department, Crossover Road, Tupelo, MS, 38804

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount:

NOTES:

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

(SEE FOLLOWING SHEET FOR BID ITEMS)

PROPOSAL FORM
CITY OF TUPELO, MISSISSIPPI
WEST BARNES CROSSING ROAD CURB & GUTTER (Natchez Trace Bridge to Crossroads Blvd)
JUNE 2026

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	MAINTENANCE OF TRAFFIC	LUMP SUM	1	35,000.00	35,000.00
2	MOBILIZATION	LUMP SUM	1	50,000.00	50,000.00
3	REMOVAL OF CONCRETE	SQ. YD.	372	16.00	5,952.00
4	REMOVAL OF CURB & GUTTER	LIN. FT.	150	10.00	1,500.00
5	REMOVAL OF ASPHALT	SQ. YD.	350	16.00	5,600.00
6	REMOVAL OF PIPE (30")	LIN. FT.	180	25.00	4,500.00
7	TYPE I CURB & GUTTER (SPILL)	LIN. FT.	1350	36.50	49,275.00
8	TYPE I CURB & GUTTER (CATCH)	LIN. FT.	3600	36.50	131,400.00
9	CONCRETE DRIVEWAY WITH REINFORCEMENT	SQ. YD.	450	105.00	47,250.00
10	15" HDPE PIPE	LIN. FT.	3074	63.00	193,662.00
11	15" HD PIPE	LIN. FT.	200	65.00	13,000.00
12	15" HDPE FES	EA	3	2,600.00	7,800.00
13	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	CU. YD.	100	2,800.00	280,000.00
14	REINFORCING STEEL	LBS	8958	1.00	8,958.00
15	CASTINGS	LBS	150	10.00	1,500.00
16	15" HDPE TO BOX WINGWALL CONNECTION	EA	4	2,500.00	10,000.00
17	UNCLASSIFIED EXCAVATION, FM, AH	CU. YD.	444	45.00	19,980.00
18	SELECT BORROW, FM, AH	CU. YD.	1150	32.50	37,375.00
19	GRANULAR MATERIAL (CRUSHED STONE)	CU. YD.	55	200.00	11,000.00
20	HOT MIX ASPHALT, 9.5-MM MIXTURE	TON	225	245.00	55,125.00
21	100 # RIP RAP	TON	75	90.00	6,750.00
22	GRASSING	ACRE	3	2,000.00	6,000.00
23	SOLID SODDING	SQ. YD.	1750	10.00	17,500.00
24	SILT FENCE	LIN. FT.	1000	5.00	5,000.00
25	WATTLES, 20"	LIN. FT.	250	10.00	2,500.00
26	ADDITIONAL CONSTRUCTION SIGNS	SQ. FT.	1	10.00	10.00
GRAND TOTAL (ALL ITEMS)					1,006,637.00

NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE ESTIMATED BASED ON PROPOSED PROJECT CONDITIONS.

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

RESPECTFULLY SUBMITTED BY: Phillips Contracting Co., Inc.
(PLEASE PRINT)

SIGNATURE: [Signature]

NAME AND TITLE: Blake Hill, President

ADDRESS: P.O. Box 7530

Columbus MS 39705

PHONE NUMBER: 662-328-6250

CORPORATE CERTIFICATE

(To Be Executed If Bidder Is A Corporation)

I, Kenneth Tatum ^{Vice-president} certify that I am the ~~Secretary~~ of the Corporation named as Contractor in the foregoing proposal; that Blake Hill who signed said Proposal on behalf of the Contractor, was then President of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: Kenneth Allen Tatum

Title: Vice-president

Signature: [Handwritten Signature]

Date: 7/20/26

(CORPORATE SEAL)

PARTNERSHIP CERTIFICATE

(To Be Executed If Bidder Is A Partnership)

STATE OF _____

)

) ss:

COUNTY OF _____

)

On this _____ day of _____, 2026, before me personally appeared,

Known to be and known by me to be the person who executed the above instrument, who
being by me first duly sworn, did depose and say that he is general partner in the firm of:

_____ ; that said firm consists of

himself and _____ ; and that he executed the foregoing

instrument for and on behalf of said firm for the uses and purposes stated herein.

Name: _____

Signature: _____

Notary Public in and for the

County of _____

State of _____

(NOTARY SEAL)

My Commission Expires: _____

LIMITED LIABILITY COMPANY CERTIFICATE

(To Be Executed If Bidder Is A Limited Liability Company)

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

Name: _____

Title: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Notary Public in and for the

County of _____

State of _____

(NOTARY SEAL)

My Commission Expires: _____

AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Lee

I, Blake Hill
(name of person signing affidavit)

Individually, and in my capacity as president
(title)

of Phillips Contracting Co., Inc
(name of firm, partnership, limited liability company, or corporation.)

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

- a. That Phillips Contracting Co., Inc Bidder on the **West Barnes Crossing Road Curb & Gutter (Natchez Trace Bridge to Crossroads Blvd)** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding with this contract; nor have any of its officers, partners, employees, or principal owners.
- b. further, that neither said legal entity nor any of its directors, officers, partners, principal owners, or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature: [Signature]

Title: President

(SEAL)

Sworn before me this 21st day of July

My commission expires 1/28/27



Notary Public

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

AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Lee

I, Blake Hill
(name of person signing affidavit)

Individually, and in my capacity as president
(title)

of Phillips Contracting Co., inc
(name of firm, partnership, limited liability company, or corporation.)

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

- c. That Phillips Contracting Co., inc Bidder on the **West Barnes Crossing Road Curb & Gutter (Natchez Trace Bridge to Crossroads Blvd)** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding with this contract; nor have any of its officers, partners, employees, or principal owners.
- d. further, that neither said legal entity nor any of its directors, officers, partners, principal owners, or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature: [Signature]

Title: President

(SEAL)

Sworn before me this 21st day of July

My commission expires 1/28/27



Notary Public

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Simmons Erosion Control, Inc.

(Name of Contractor)

(Address of Contractor)

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

Arch Insurance Company hereinafter called
"Surety",

(Name of Surety)

Are held and firmly bound unto TUPELO, MS, hereinafter called "OWNER" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 21st day of July, 2026. The condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF TUPELO** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of improvements defined "**West Barnes Crossing Road Curb & Gutter (Natchez Trace Bridge to Crossroads Boulevard)**"

NOW, THEREFORE,

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

in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

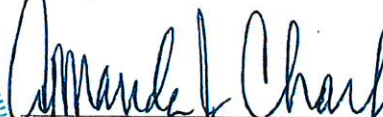
IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their officers, this day and year first set forth above.

Simmons Erosion Control, Inc.

Arch Insurance Company

Principal

Surety



By: Blaise Thomas, Vice-President

By: Amanda Jean Charfauros, Attorney-in-Fact
MS Resident Agent / Marsh & McLennan Agency



IMPORTANT Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

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:

Amanda Jean Charfauros, Debbie Dunaway, Jason S. Hollis, Jerry G. Venzey, Jr., Peggy L. Jackson, Stephen Wesley Price, Jr. and Trina Cobb of Ridgeland, 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 and 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 05th day of June, 2026

Attested and Certified

Regan A. Shulman

Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

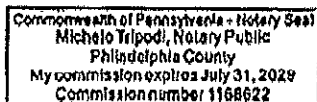


Arch Insurance Company

Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

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.



Michele Tripodi

Michele Tripodi, Notary Public
My commission expires 07/31/2029

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 05, 2026 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 21st day of July, 2026.

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 - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



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

PROPOSAL

Proposal of Simmons Erosion Control, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a Corporation

insert: (corporation, partnership, limited liability company, or individual) to: the City of Tupelo, Mississippi, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all WORK for construction of the West Barnes Crossing Road Curb & Cutter (Natchez Trace Bridge to Crossroads Blvd) project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, this BID has been developed independently, without consultation, communication or agreement as to any matter relating to his BID or with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **120** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the sum of \$250.00 for each consecutive calendar day that the work is not completed. Additionally, BIDDER agrees to pay liquidated damages in the amount of \$250.00 for each consecutive calendar day that the work is not completed as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA.:

NUMBER

DATE

1

July 15, 2026

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

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

In accordance with the requirements of the Technical Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools, and other means

of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

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

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day that he fails to complete the work as defined in the contract documents unless the Contract Time or other applicable conditions are amended by a written Change Order.

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

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

The OWNER'S Representative is Tupelo Public Works Department, Crossover Road, Tupelo, MS, 38804

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount:

NOTES:

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

(SEE FOLLOWING SHEET FOR BID ITEMS)

PROPOSAL FORM
CITY OF TUPELO, MISSISSIPPI
WEST BARNES CROSSING ROAD CURB & GUTTER (Natchez Trace Bridge to Crossroads Blvd)
JUNE 2026

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	MAINTENANCE OF TRAFFIC	LUMP SUM	1	21,845.00	21,845.00
2	MOBILIZATION	LUMP SUM	1	37,877.00	37,877.00
3	REMOVAL OF CONCRETE	SQ. YD.	372	53.50	19,902.00
4	REMOVAL OF CURB & GUTTER	LIN. FT.	150	53.50	8,025.00
5	REMOVAL OF ASPHALT	SQ. YD.	350	53.50	18,725.00
6	REMOVAL OF PIPE (30")	LIN. FT.	180	53.50	9,630.00
7	TYPE I CURB & GUTTER (SPILL)	LIN. FT.	1350	29.50	39,825.00
8	TYPE I CURB & GUTTER (CATCH)	LIN. FT.	3600	29.50	106,200.00
9	CONCRETE DRIVEWAY WITH REINFORCEMENT	SQ. YD.	450	108.50	48,825.00
10	15" HDPE PIPE	LIN. FT.	3074	32.85	100,980.90
11	15" HD PIPE	LIN. FT.	200	43.50	8,700.00
12	15" HDPE FES	EA	3	890.00	2,670.00
13	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	CU. YD.	100	2,200.00	220,000.00
14	REINFORCING STEEL	LBS	8958	2.00	17,916.00
15	CASTINGS	LBS	150	30.00	4,500.00
16	15" HDPE TO BOX WINGWALL CONNECTION	EA	4	650.00	2,600.00
17	UNCLASSIFIED EXCAVATION, FM, AH	CU. YD.	444	20.50	9,102.00
18	SELECT BORROW, FM, AH	CU. YD.	1150	31.75	36,512.50
19	GRANULAR MATERIAL (CRUSHED STONE)	CU. YD.	55	180.00	9,900.00
20	HOT MIX ASPHALT, 9.5-MM MIXTURE	TON	225	355.00	79,875.00
21	100 # RIP RAP	TON	75	101.50	7,612.50
22	GRASSING	ACRE	3	1,800.00	5,400.00
23	SOLID SODDING	SQ. YD.	1750	6.00	10,500.00
24	SILT FENCE	LIN. FT.	1000	4.00	4,000.00
25	WATTLES, 20"	LIN. FT.	250	6.00	1,500.00
26	ADDITIONAL CONSTRUCTION SIGNS	SQ. FT.	1	10.00	10.00
GRAND TOTAL (ALL ITEMS)				832,632.90	

NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE ESTIMATED BASED ON PROPOSED PROJECT CONDITIONS.

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

RESPECTFULLY SUBMITTED BY: Simmons Erosion Control, Inc.

SIGNATURE: (Signature) (PLEASE PRINT)

NAME AND TITLE: Blaise Thomas, Vice-President

ADDRESS: 6690 Steve Lee Drive, P.O. Box 206 (mailing)

Lake, MS 39092

PHONE NUMBER: 601-775-3305



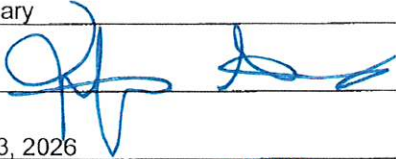
CORPORATE CERTIFICATE

(To Be Executed If Bidder Is A Corporation)

I, Jennifere M. Simmons certify that I am the Secretary of the Corporation named as Contractor in the foregoing proposal; that Blaise Thomas who signed said Proposal on behalf of the Contractor, was then Vice-President of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: Jennifere M. Simmons

Title: Secretary

Signature: 

Date: July 13, 2026



AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Scott

I, Blaise Thomas
(name of person signing affidavit)
Individually, and in my capacity as Vice-President
(title)
of Simmons Erosion Control, Inc.
(name of firm, partnership, limited liability company, or corporation.)

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

- a. That Simmons Erosion Control, Inc., Bidder on the **West Barnes Crossing Road Curb & Gutter (Natchez Trace Bridge to Crossroads Blvd)** in the City of Tupelo, Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding with this contract; nor have any of its officers, partners, employees, or principal owners.
- b. further, that neither said legal entity nor any of its directors, officers, partners, principal owners, or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature: 

Title: Vice-President

(SEAL)



Sworn before me this 21st day of July, 2026

My commission expires Angela Butler 4/17/28 Notary Public

★ STATE OF MISSISSIPPI ★
ANGELA BUTLER, NOTARY PUBLIC
SCOTT COUNTY
MY COMMISSION EXPIRES APRIL 17, 2028
COMMISSION NUMBER 89271

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

AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Scott

I, Blaise Thomas
(name of person signing affidavit)
Individually, and in my capacity as Vice-President
(title)
of Simmons Erosion Control, Inc.
(name of firm, partnership, limited liability company, or corporation.)

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

- c. That Simmons Erosion Control, Inc. Bidder on the **West Barnes Crossing Road Curb & Gutter**
(Natchez Trace Bridge to Crossroads Blvd) in the City of Tupelo, Mississippi, has not either
directly or indirectly entered into any agreement, participated in any collusion, or otherwise
taken any action in restraint of free competitive bidding with this contract; nor have any of
its officers, partners, employees, or principal owners.
- d. further, that neither said legal entity nor any of its directors, officers, partners, principal
owners, or managerial employees are currently debarred from bidding on public contracts
by the State of Mississippi or any of its agencies; or by one or more of the other states or
any of their agencies; or by the Federal Highway Administration.

Signature: 

Title: Vice-President

(SEAL)



Sworn before me this 21st day of July, 2026

My commission expires 4/17/28

★ STATE OF MISSISSIPPI ★
ANGELA BUTLER, NOTARY PUBLIC
SCOTT COUNTY

MY COMMISSION EXPIRES APRIL 17, 2028
COMMISSION NUMBER 89271

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

PROPOSAL

Proposal of TREY CONSTRUCTION (hereinafter called "BIDDER"), organized and existing under the laws of the State of TN doing business as a CORPORATION

Insert: (corporation, partnership, limited liability company, or individual) to: the City of Tupelo, Mississippi, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all WORK for construction of the West Barnes Crossing Road Curb & Cutter (Natchez Trace Bridge to Crossroads Blvd) project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, this BID has been developed independently, without consultation, communication or agreement as to any matter relating to his BID or with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within 120 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the sum of \$250.00 for each consecutive calendar day that the work is not completed. Additionally, BIDDER agrees to pay liquidated damages in the amount of \$250.00 for each consecutive calendar day that the work is not completed as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA.:

NUMBER

DATE

1.

JULY 15, 2020

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

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

In accordance with the requirements of the Technical Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools, and other means

of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

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

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day that he fails to complete the work as defined in the contract documents unless the Contract Time or other applicable conditions are amended by a written Change Order.

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

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

The OWNER'S Representative is Tupelo Public Works Department, Crossover Road, Tupelo, MS, 38804

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount:

NOTES:

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

(SEE FOLLOWING SHEET FOR BID ITEMS)

PROPOSAL FORM
CITY OF TUPELO, MISSISSIPPI
WEST BARNES CROSSING ROAD CURB & GUTTER (Natchez Trace Bridge to Crossroads Blvd)
JUNE 2026

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	MAINTENANCE OF TRAFFIC	LUMP SUM	1	20,000.00	20,000.00
2	MOBILIZATION	LUMP SUM	1	26,191.00	26,191.00
3	REMOVAL OF CONCRETE	SQ. YD.	372	15.00	5,580.00
4	REMOVAL OF CURB & GUTTER	LIN. FT.	150	35.00	5,250.00
5	REMOVAL OF ASPHALT	SQ. YD.	350	13.00	4,550.00
6	REMOVAL OF PIPE (30")	LIN. FT.	180	14.00	2,520.00
7	TYPE I CURB & GUTTER (SPILL)	LIN. FT.	1350	26.00	35,100.00
8	TYPE I CURB & GUTTER (CATCH)	LIN. FT.	3600	26.00	93,600.00
9	CONCRETE DRIVEWAY WITH REINFORCEMENT	SQ. YD.	450	145.00	65,250.00
10	15" HDPE PIPE	LIN. FT.	3074	48.00	147,552.00
11	15" HD PIPE	LIN. FT.	200	51.00	10,200.00
12	15" HDPE FES	EA	3	700.00	2,100.00
13	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	CU. YD.	100	1,250.00	125,000.00
14	REINFORCING STEEL	LBS	8958	.90	8,062.20
15	CASTINGS	LBS	150	108.00	16,200.00
16	15" HDPE TO BOX WINGWALL CONNECTION	EA	4	400.00	1,600.00
17	UNCLASSIFIED EXCAVATION, FM, AH	CU. YD.	444	12.00	5,328.00
18	SELECT BORROW, FM, AH	CU. YD.	1150	19.00	21,850.00
19	GRANULAR MATERIAL (CRUSHED STONE)	CU. YD.	55	55.00	3,025.00
20	HOT MIX ASPHALT, 9.5-MM MIXTURE	TON	225	230.00	51,750.00
21	100 # RIP RAP	TON	75	70.00	5,250.00
22	GRASSING	ACRE	3	2,500.00	7,500.00
23	SOLID SODDING	SQ. YD.	1750	6.00	10,500.00
24	SILT FENCE	LIN. FT.	1000	5.00	5,000.00
25	WATTLES, 20"	LIN. FT.	250	8.00	2,000.00
26	ADDITIONAL CONSTRUCTION SIGNS	SQ. FT.	1	10.00	10.00
GRAND TOTAL (ALL ITEMS)				650,968.20	

NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE ESTIMATED BASED ON PROPOSED PROJECT CONDITIONS.

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

RESPECTFULLY SUBMITTED BY: Harold Krag, III / Trey Construction, Inc.

SIGNATURE: [Signature] (PLEASE PRINT)

NAME AND TITLE: Harold Krag, III, President

ADDRESS: 1355 E Alay Rd.
Memphis, TN 38104

PHONE NUMBER: 901-942-3158

CORPORATE CERTIFICATE

(To Be Executed If Bidder Is A Corporation)

I, Patricia Krag certify that I am the Secretary of the Corporation named as Contractor in the foregoing proposal; that Harold Krag, III who signed said Proposal on behalf of the Contractor, was then President of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: Patricia Krag

Title: Secretary

Signature: Patricia Krag

Date: July 20, 2026

(CORPORATE SEAL)

AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF ~~MISSISSIPPI~~ TN

COUNTY OF Shelby

I, Harold Krag, III

(name of person signing affidavit)

Individually, and in my capacity as President

(title)

of Trey Construction, Inc.

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

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

- a. That Trey Const., Bidder on the **West Barnes Crossing Road Curb & Gutter (Natchez Trace Bridge to Crossroads Blvd)** in the City of Tupelo, Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding with this contract; nor have any of its officers, partners, employees, or principal owners.
- b. further, that neither said legal entity nor any of its directors, officers, partners, principal owners, or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature: 

Title: President



Sworn before me this 20 day of July, 2026

My commission expires 9/9/28



Notary Public

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

AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF ~~MISSISSIPPI~~ TN

COUNTY OF shelby

I, Harold Krag, III

(name of person signing affidavit)

Individually, and in my capacity as President

(title)

of Trey Construction, Inc.

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

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

- c. That Trey Const., Bidder on the **West Barnes Crossing Road Curb & Gutter (Natchez Trace Bridge to Crossroads Blvd)** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding with this contract; nor have any of its officers, partners, employees, or principal owners.
- d. further, that neither said legal entity nor any of its directors, officers, partners, principal owners, or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature: [Signature]

Title: President



Sworn before me this 20 day of July, 2026

My Commission expires 9/9/20

[Signature]

Notary Public

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

SECTION E – BIDDER'S AGREEMENT

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

state that Trey Construction, Inc.

(Name of Contractor)

1355 E May Rd. Memphis, TN 38106

(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 20 day of July, 2026, 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 **West Barnes Crossing Road Curb & Gutter (Natchez Trace Bridge to Crossroads Blvd)** 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.

Trey Construction, Inc.
CONTRACTOR NAME

Harold Krag, III / President
CONTRACTOR TITLE

[Signature]
CONTRACTOR SIGNATURE

[Signature]
WITNESSED BY:

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Trey Construction, Inc

(Name of Contractor)

1355 E. Alcy Road
Memphis, TN 38106

(Address of Contractor)

a Corporation hereinafter called "Principal",

(Corporation, Partnership, Limited Liability Company or Individual)

Westfield Insurance Company hereinafter called
"Surety",

(Name of Surety)

Are held and firmly bound unto TUPELO, MS, hereinafter called "OWNER" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 21st day of July, 2026. The condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF TUPELO** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of improvements defined "**West Barnes Crossing Road Curb & Gutter (Natchez Trace Bridge to Crossroads Boulevard)**"

NOW, THEREFORE,

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

in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

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

Trey Construction, Inc

Westfield Insurance Company

Principal

Surety



By: HAROLD KRAG III
PRESIDENT

By: Candace Holland Attorney-in-Fact

IMPORTANT Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 4100202 05
Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint CANDACE HOLLAND

of COLDWATER and State of MS its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit, and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 25th day of JULY A.D., 2024.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 25th day of JULY A.D., 2024, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 21st day of July A.D., 2026



Frank A. Carrino, Secretary

BPOAC2 (combined) (05-24)

State of Mississippi

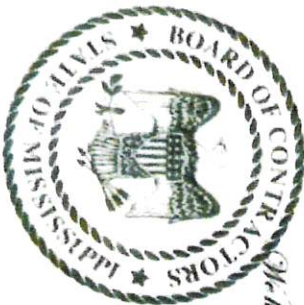
BOARD OF CONTRACTORS

ACTIVE

TREY CONSTRUCTION, INC.
1355 ALCY ROAD
MEMPHIS, TN 38106-8471

is duly registered and entitled to perform

1) HIGHWAY, STREET AND BRIDGE CONSTRUCTION 2) UNDERGROUND UTILITIES



We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 1 day of May, 2026

CERTIFICATE OF RESPONSIBILITY

No. 14958-MC

Expires Aug. 1, 2027

Joel A. Canell,

CHAIRMAN OF THE BOARD

Reciprocal Preference Law

Tennessee (TN)

Preference (%)	Conditions
None	Reciprocal preference applies only to public construction projects. When the lowest responsible, responsive bidder on a public construction project is a resident of another state which is contiguous to Tennessee, which allows a preference to a resident contractor of that state, a like reciprocal preference is allowed to the lowest responsible, responsive bidder on such project who is either a resident of the state or is a resident of another state which does not allow for a preference to a resident contractor of that state.

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