

CONTRACT

THIS AGREEMENT, made this the _____ day of _____, 2026, by and between the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called "OWNER" and James A. Hodges Construction, Inc., doing business as ~~(an Individual), (a partnership),~~ (a Corporation), ~~or (a Limited Liability Company)~~ hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of **West Barnes Crossing Road Curb & Gutter (Natchez Trace Bridge to Crossroads Blvd)** hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the PROJECT within **120** calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$ 664,280.43 or as shown in the BID Schedule.
5. The Contractor shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and workers' compensation coverage as required by Mississippi law and shall name the City as an additional insured and provide certificates of insurance prior to commencing construction.
6. Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a Payment Bond and a Performance Bond each in an amount equal to the amount of the Contract as security for faithful performance and payment of this Contract, and said bonds shall be issued by a duly authorized surety company satisfactory to the City.

7. The term "CONTRACT DOCUMENTS" means and includes the following:
- a) This Agreement
 - b) Advertisement for Bids
 - c) Instruction to Bidders
 - d) General Conditions of Work dated June 1, 2026
 - e) Signed Copy of Proposal Form and Bidder's Certificate
 - f) Executed Bidder's Agreement
 - g) Executed Non-Collusion Form and Compliance statements
 - h) Technical Specifications
 - i) SPECIFICATIONS issued by TUPELO DEPARTMENT OF PUBLIC WORKS dated June 1, 2026
 - j) ADDENDA:
No. 1 Dated July 15, 2026 and No. _____ Dated _____
 - k) All federal government conditions, specifications, regulations, and requirements bound herein.
 - l) The Mandatory Addendum to all City of Tupelo Contracts, revised October 2022
8. The CONTRACTOR agrees to abide by the following consequences for failure to complete the project within the time specified in the Contract Documents:
- a) LIQUIDATED DAMAGES – CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work of an individual work order the sum of \$250.00 as LIQUIDATED DAMAGES. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$250.00 for each calendar day that he shall be in default in completing the Work per the terms set forth by the Contract Documents. Since the OWNER'S losses are due to the CONTRACTOR'S delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.

b) INDEMNIFICATION – In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER, and their officers, personnel, and agents from and against:

- 1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health, or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and
- 2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.

9. To the extent permitted by Mississippi law, the Contractor shall indemnify and hold harmless the City, its officers, employees, and agents from all claims arising from and/or related to the Project. Not in any way to limit the previous provision, the Contractor shall be responsible for the protection and security of the job site and all materials, equipment, tools, and supplies used in connection with the Work until final acceptance by the City. The Contractor shall erect and maintain all necessary safeguards, warning signs, barricades, lights, traffic control devices, and other protective measures required to prevent injury to persons or damage to property. The Contractor shall promptly remedy any unsafe condition related to the Project.
10. The City shall not be responsible for the security of the job site or for any loss of or damage to any person, property, tool or equipment. The Contractor shall immediately notify the City of any accident involving bodily injury, property damage, or any condition that poses an imminent threat to public health or safety occurring in connection with the Project.
11. RIGHT OF SET OFF – The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become to or for the OWNER under any of the foregoing provisions.

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

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

CITY OF TUPELO, MISSISSIPPI

BY: _____

NAME: _____

TITLE: Mayor

ATTEST:

BY: _____

NAME: _____

TITLE: City Clerk

(SEAL)

JAMES A. HODGES CONSTRUCTION, INC.

BY: *JAH*

NAME: James A. Hodges

TITLE: President

ATTEST:

BY: *Robin Rodgers*

NAME: Robin Rodgers

TITLE: Secretary

(SEAL)



END OF SECTION

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. GSA1401338

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that James A. Hodges Construction Inc.

(Here insert full name and address or legal title of Contractor)

1281 County Road 811, Saltillo, MS 38866

as Principal, hereinafter called Contractor, and,

Palomar Casualty and Surety Company

(Here insert full name and address or legal title of Surety)

1625 West Causeway Approach, Mandeville, LA 70471

as Surety, hereinafter called Surety, are held and firmly bound unto City of Tupelo

(Here insert full name and address or legal title of Owner)

P. O. Box 1485, Tupelo, MS 38802-1485

as Obligee, hereinafter called Owner, in the amount of Six Hundred Sixty Four Thousand Two Hundred Eighty Dollars and 43/100 Dollars (\$ 664,280.43)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, entered into a contract with Owner for

(Here insert full name, address and description of project) West Barnes Crossing Road Curb & Gutter (Natchez Trace Bridge to Crossroads Blvd)

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under

the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this

day of

ATTEST:

By: Robin Rodgers
(Witness)

James A. Hodges Construction Inc.
(Principal)



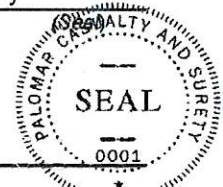
By: James A. Hodges
(Title) President

WITNESS:

By: [Signature]
(Witness)

Palomar Casualty and Surety Company
(Surety)

By: Fielden Mitts
(Title)



Attorney-in-Fact

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. GSA1401338

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that James A. Hodges Construction Inc.
(Here insert full name and address or legal title of Contractor)

1281 County Road 811, Saltillo, MS 38866

as Principal, hereinafter called Principal, and, Palomar Casualty and Surety Company
(Here insert full name and address or legal title of Surety)

1625 West Causeway Approach, Mandeville, LA 70471

as Surety, hereinafter called Surety, are held and firmly bound unto City of Tupelo
(Here insert full name and address or legal title of Owner)

P. O. Box 1485, Tupelo, MS 38802-1485

as Obligatee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of Six Hundred Sixty Four Thousand Two Hundred Eighty Dollars and 43/100
(Here insert a sum equal to at least one-half of the contract price) Dollars (\$ 664,280.43),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated , entered into a contract with Owner
for
(Here insert full name, address and description of project) West Barnes Crossing Road Curb & Gutter (Natchez Trace Bridge to Crossroads Blvd)

in accordance with Drawings and Specifications prepared by
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed

and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety or mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

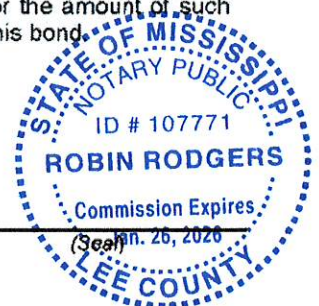
day of

ATTEST:

By: Robin Rodgers
(Witness)

James A. Hodges Construction Inc.
(Principal)

By: James A. Hodges
(Title) President



WITNESS:

By: [Signature]
(Witness)

Palomar Casualty and Surety Company
(Surety)

By: Fielden Mitts
(Title)

Fielden Mitts

Attorney-in-Fact



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

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Bond Number: GSA1401338

Principal: James A. Hodges Construction Inc.

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

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:

Fielden 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

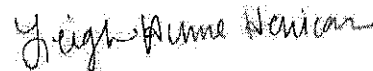


State of Louisiana
Parish of St. Tammany

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 _____ day, of _____, _____.



Angela Grant
Secretary





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2026

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

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

PRODUCER Ross & Yerger Insurance, Inc. 100 Vision Drive, Suite 100 Jackson MS 39211		CONTACT NAME: Marty Hall PHONE (A/C, No, Ext): (601)360-8794 E-MAIL ADDRESS: mhall@rossandyerger.com FAX (A/C, No):	
INSURED James A. Hodges Construction, Inc. 1281 County Road 811 Saltillo MS 38866-5930		INSURER(S) AFFORDING COVERAGE INSURER A: Brierfield Ins Co INSURER B: FCCI Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	
JAMEAHO-02		NAIC # 10993 10178	

COVERAGES**CERTIFICATE NUMBER:** 1212760530**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:		CPP10006681705	2/14/2026	2/14/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		CA10001079010	2/14/2026	2/14/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		UMB10009902401	2/14/2026	2/14/2027	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	WC010008333103	2/14/2026	2/14/2027	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Owned Equipment Leased Rented Equipment Installation Floater		CPP10006681705	2/14/2026	2/14/2027	Per Schedule on File \$400,000 Any 1 Item \$1,850,000 Jobsite \$2,500 Deductible \$5,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability (Including Completed Operations) provides Blanket Additional Insured on a primary and non-contributory basis as required by written contract. Automobile Liability provides Blanket Additional Insured as required by written contract. General Liability, Automobile Liability and Workers' Compensation provide Blanket Waiver of Subrogation as required by written contract. Umbrella Liability is follow form.

Deductible for Owned Equipment: Limit per item less than \$100,000- \$1,000 Deductible. Limit per item Equal to or in Excess of \$100,000- 2.5%

Maximum Deductible: \$10,000. Minimum Deductible: \$2,500.

Project: W Barnes Crossing Road Curb & Gutter (Natchez Trace Bridge to Crossroads Blvd)

CERTIFICATE HOLDER

City of Tupelo
71 East Troy Street
Tupelo MS 38804

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2026

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

PRODUCER Ross & Yerger Insurance, Inc. 100 Vision Drive, Suite 100 Jackson MS 39211		CONTACT NAME: Marty Hall PHONE (A/C, No, Ext): (601)360-8794 E-MAIL ADDRESS: mhall@rossandyerger.com FAX (A/C, No):		
INSURED James A. Hodges Construction, Inc. 1281 County Road 811 Saltillo MS 38866-5930 JAMEAHO-02		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Brierfield Ins Co		10993
		INSURER B: FCCI Ins Co		10178
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:** 1212760530**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		CPP10006681705	2/14/2026	2/14/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 1,000,000 \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		CA10001079010	2/14/2026	2/14/2027	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		UMB10009902401	2/14/2026	2/14/2027	EACH OCCURRENCE AGGREGATE	\$ 2,000,000 \$ 2,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ A	WC010008333103	2/14/2026	2/14/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000
A	Owned Equipment Leased Rented Equipment Installation Floater		CPP10006681705	2/14/2026	2/14/2027	Per Schedule on File \$400,000 Any 1 Item \$1,850,000 Jobsite	\$2,500 Deductible \$5,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability (Including Completed Operations) provides Blanket Additional Insured on a primary and non-contributory basis as required by written contract. Automobile Liability provides Blanket Additional Insured as required by written contract. General Liability, Automobile Liability and Workers' Compensation provide Blanket Waiver of Subrogation as required by written contract. Umbrella Liability is follow form.
Deductible for Owned Equipment: Limit per Item less than \$100,000- \$1,000 Deductible. Limit per Item Equal to or in Excess of \$100,000- 2.5%
Maximum Deductible: \$10,000. Minimum Deductible: \$2,500.
Project: W Barnes Crossing Road Curb & Gutter (Natchez Trace Bridge to Crossroads Blvd)

CERTIFICATE HOLDER**CANCELLATION**

City of Tupelo
71 East Troy Street
Tupelo MS 38804

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2026

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

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

PRODUCER Ross & Yerger Insurance, Inc. 100 Vision Drive, Suite 100 Jackson MS 39211	CONTACT NAME: Marty Hall PHONE (A/C, No, Ext): (601)360-8794 E-MAIL ADDRESS: mhall@rossandyerger.com FAX (A/C, No):
INSURED James A. Hodges Construction, Inc. 1281 County Road 811 Saltillo MS 38866-5930	INSURER(S) AFFORDING COVERAGE INSURER A: Brierfield Ins Co INSURER B: FCCI Ins Co INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1212760530**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:		CPP10006681705	2/14/2026	2/14/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		CA10001079010	2/14/2026	2/14/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		UMB10009902401	2/14/2026	2/14/2027	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	WC010008333103	2/14/2026	2/14/2027	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	☒ Owned Equipment ☒ Leased Rented Equipment ☒ Installation Floater		CPP10006681705	2/14/2026	2/14/2027	Per Schedule on File \$400,000 Any 1 Item \$1,850,000 Jobsite \$2,500 Deductible \$5,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability (Including Completed Operations) provides Blanket Additional Insured on a primary and non-contributory basis as required by written contract. Automobile Liability provides Blanket Additional Insured as required by written contract. General Liability, Automobile Liability and Workers' Compensation provide Blanket Waiver of Subrogation as required by written contract. Umbrella Liability is follow form.

Deductible for Owned Equipment: Limit per Item less than \$100,000- \$1,000 Deductible. Limit per Item Equal to or in Excess of \$100,000- 2.5%

Maximum Deductible: \$10,000. Minimum Deductible: \$2,500.

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