

## **AGREEMENT**

THIS AGREEMENT, made this the 23 th day of September, 2022

by and between the **CITY OF HERNANDO** herein called the “OWNER”  
and **CLEVELAND CONSTRUCTION INC.** doing business as ( an individual),  
or ( a corporation), or ( a partnership) hereinafter called “CONTRACTOR”.

WITNESSED: That for and in consideration of the payments and agreements herein  
mentioned:

1. The CONTRACTOR will commence and complete the construction of the  
**JAYBIRD ROAD WATER PLANT IMPROVEMENTS CITY OF  
HERNANDO, MISSISSIPPI**
2. The CONTRACTOR will furnish all the materials, supplies, tools, equipment,  
labor and other services necessary for the construction and completion of the  
above named project and described herein:
3. The CONTRACTOR will commence with the work required under the  
CONTRACT DOCUMENTS AND PLANS within 30 calendar days after the  
date of the NOTICE TO PROCEED has been given to the CONTRACTOR by the  
OWNER . The CONTRACTOR agrees to faithfully execute and complete the  
work within 270 days . The amount of liquidated damages shall be \$200 per day  
for each calendar day in excess of 270 days. The CONTRACTOR will commence  
the work required under the CONTRACT
4. The CONTRACTOR agrees to perform all the WORK described in the  
CONTRACT DOCUMENTS and the PLANS AND SPECIFICATIONS and  
comply with the terms therein for the sum of **\$1,183,842.00**
5. The term “CONTRACT DOCUMENTS” means and includes the following:
  - A: Proposal sheet showing bid items for the project.
  - B: Agreement
  - C: Specifications
  - D: Project Plans

**JAYBIRD ROAD WATER PLANT IMPROVEMENTS CITY OF  
HERNANDO, MISSISSIPPI**

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this agreement in ( 2 ) copies each of which shall be deemed an original on the date first written in this contract.

CONTRACTOR

OWNER

**Cleveland Construction Inc.**

**City of Hernando, Mississippi**

By: Scotty Cleveland

By: Chip Johnson

Name: Scotty Cleveland

Name: Chip Johnson

Co. Title President

Co. Mayor

Address: 1974 Grays Creek Road  
Hernando, Mississippi  
38632

Address 475 West Commerce Street  
Hernando, Mississippi  
38632

Phone: 901-493-0487

Phone: 662-429-9092

E-Mail scott@clevelandconstruction.net

E-mail ppyle@CityofHernando.org

Attest: Mary Cleveland

Attest: Pam Ryle

Name: Mary Cleveland

Name: Pam Ryle

Title: Secretary/Treasurer

Title: City Clerk

JAYBIRD ROAD WATER PLANT IMPROVEMENTS

*CLEVELAND CONST. CO.*

Item No.	Item	Quantity	Unit Cost	Total Cost
1	500 Gal. Plastic Soda Ash Tank Furnish and Installed in Water Plant Bldg.	1 EA	4260.00	4260.00
2	Soda Ash Pumps Furnish and Installed with Tank	2 EA	3250.00	6500.00
3	Chlorinator Bldg. with equipment furnish and Installed	Lump Sum	44,000.00	44,000.00
4	Water Plant Bldg. Addition Construction	Lump Sum	27,500.00	27,500.00
5	1000 gpm. Aerator w/ Steel Frame Furnish and Installed	Lump Sum	190,000.00	190,000.00
6	High Pressure Service Pump Furnish and Installed	Lump Sum	62,000.00	62,000.00
7	New 100,000 Gal. Ground Storage Tank	Lump Sum	440,000.00	440,000.00 <sup>21.</sup>
8	Concrete Bldg. Slab	216 SF	32.00	6912.00
9	Concrete Sidewalk	200 SF	22.00	4400.00
10	Concrete for Tank Ring	97 FT	110.00	10,670.00
11	Concrete for Generator Bldg.	240 SF	30.00	7200.00
12	Required Electrical	Lump Sum	135,000.00	135,000.00
13	Modification for Well # 2 Connection	Lump Sum	3500.00	3500.00
14	Service Pump Connection to 12" Main	Lump Sum	6500.00	6500.00
15	Weather Proofing Pipe	Lump Sum	11,250.00	11,250.00
16	Soda Ash Tank Mixer	Lump Sum	3500.00	3500.00
17	12" Water Main C900	80 FT	110.00	8800.00

JAYBIRD ROAD WATER PLANT IMPROVEMENTS

CLEVELAND CONST. CO.

Item No	Item	Quantity	Unit Cost	Total Cost
18	10" Water Main C900	120 FT	100.00	12,000.00
19	8" Water Main C900	24 FT	80.00	1,920.00
20	12" Tee	1 Ea	1,600.00	1,600.00
21	12" Check Valve	1 EA	6,800.00	6,800.00
22	10" Tee	1 EA	1,050.00	1,050.00
23	10"x 6" Tees	4 Ea	800.00	3,200.00
24	12" - 45 Degree Ells	4 EA	1,000.00	4,000.00
25	12" Flange Fitting	2 EA	1,500.00	3,000.00
26	10" - 90 degree Ells	4 EA	850.00	3,400.00
27	12" x 10" Reducer	1 EA	850.00	850.00
28	12" Long Sleeves	4 EA	680.00	2,720.00
29	10" Long Sleeves	3 EA	560.00	1,680.00
30	12" Gate Valves	5 EA	3,300.00	16,500.00
31	10" Gate Valves.	1 EA	2,900.00	2,900.00
32	6 " Gate Valves	1 EA	1,250.00	1,250.00
33.	8 " SDR 26 Drainage Pipe	90 ft.	20.00	1,800.00
34.	12" SDR 26 Drainage Pipe	610 ft	63.00	38,430.00
35.	8" x 6" y's PVC	2 ea.	450.00	900.00
36.	12" x 6" Y's PVC	2 ea.	750.00	1,500.00
37.	12" - 22 1/2 Ells PVC	2 ea.	650.00	1,300.00

JAYBIRD ROAD WATER PLANT IMPROVEMENTS

CLEVELAND CONST. CO.

Item No.	Item	Quantity	Unit Cost	Total Cost
38.	6" SDR 26 Drainage Pipe	30 ft	50.00	1500.00
39.	Open Cut Road	40 ft.	250.00	10,000.00
40.	Headwall 12" Pipe	2 ea.	2000.00	4000.00
41.	6' x 6' Inlet	Lump Sum	9500.00	9500.00
42.	4' x 4' Inlet	Lump Sum	8500.00	8500.00
43.	Connection of Chemical lines to Aerator	Lump Sum	7500.00	7500.00
44.	610 Lime Stone	50 Tons	100.00	5000.00
45.	Sand Bedding	130 Tons	25.00	3250.00
46.	Paint and Repair Existing Bldg.	Lump Sum	9500.00	9500.00
47.	New Heat and Air Unit	Lump Sum	4200.00	4200.00
48.	Connections of Drain Lines	4 Ea	1200.00	4800.00
49.	Seeding and Mulch	1 Acre	6500.00	6500.00

ALTERNATE BID ITEM: ADD SOFT START COMPONENTS TO FOUR PUMPS 30,800.00

TOTAL PROJECT BID: 1,153,042.00 (1,153,042.00)

RESPECTFULLY SUBMITTED: Scotty Cleveland  
BY: Cleveland Construction Inc. Scotty Cleveland, President

ADDRESS: 1974 Grays Creek Rd Hernando, MS 38632

PHONE: 901-933-0487

E-MAIL: scotty@clevelandconstruction.net



CLEVCON-01

CHUTSON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2022

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

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

<b>PRODUCER</b> Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	<b>CONTACT NAME:</b> Cindy Cole, APA, CPIW, CISR, PIAM <b>PHONE (A/C, No, Ext):</b> (601) 960-8234 <b>FAX (A/C, No):</b> (601) 208-3005 <b>E-MAIL ADDRESS:</b> ccole@fbbins.com														
<b>INSURED</b>  Cleveland Construction, Inc. 1974 Grays Creek Road Hernando, MS 38632	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Brierfield Insurance Company</td><td>10993</td></tr><tr><td>INSURER B : Luba Casualty Insurance Company</td><td>12472</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Brierfield Insurance Company	10993	INSURER B : Luba Casualty Insurance Company	12472	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Brierfield Insurance Company	10993														
INSURER B : Luba Casualty Insurance Company	12472														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPP10004442704	4/13/2022	4/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EPLI \$ 100,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA10001301906	4/13/2022	4/13/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB10002456005	4/13/2022	4/13/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	028000020318122	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Jaybird Road Water Plant Improvements, City of Hernando, Mississippi Contract Amount: \$1,183,842.00

Certificate holder is named as additional insured as respects General Liability and Automobile when required by written contract. Coverage is primary and non-contributory. Waiver of subrogation applies in favor of General Liability and Automobile. ALL policies are subject to policy terms, conditions, and exclusions.

## CERTIFICATE HOLDER

## CANCELLATION

City of Hernando  
231 West Center Street  
Hernando, MS 38632

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



## PERFORMANCE BOND

CONTRACTOR (name and address):

Cleveland Construction, Inc.  
1974 Grays Creek Road  
Hernando, MS 38632

OWNER (name and address):

City of Hernando  
231 West Center Street, Hernando, MS 38632

### CONSTRUCTION CONTRACT

Effective Date of the Agreement: September 23, 2022

Amount: \$1,183,842.00 One Million One Hundred Eighty Three Thousand Eight Hundred Forty Two Dollars and 00/100

Description (name and location): Jaybird Road Water Plant Improvements, City of Hernando, Mississippi

### BOND

Bond Number: 2333745

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): October 24, 2022

Amount: \$1,183,842.00 One Million One Hundred Eighty Three Thousand Eight Hundred Forty Two Dollars and 00/100

Modifications to this Bond Form: ☒ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

Cleveland Construction, Inc. (seal)

Contractor's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

### SURETY

Swiss Re Corporate Solutions America Insurance Corporation

Surety's Name and Corporate Seal

By:

Signature (attach power of attorney)

Print Name

Attorney-in-Fact and Resident Mississippi Agent

Title Fisher Brown Bottrell Insurance, Inc.

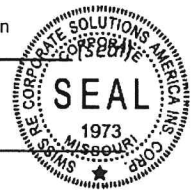
Attest:

Signature

Braxton Brumfield

Witness

Title



Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.



10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

## PAYMENT BOND

CONTRACTOR (name and address):

Cleveland Construction, Inc.  
1974 Grays Creek Road  
Hernando, MS 38632

SURETY (name and address of principal place of business):

Swiss Re Corporate Solutions America Insurance Corporation  
1200 Main Street, Suite 800  
Kansas City, MO 64105

OWNER (name and address):

City of Hernando  
231 West Center Street, Hernando, MS 38632

### CONSTRUCTION CONTRACT

Effective Date of the Agreement: September 23, 2022

Amount: \$1,183,842.00 One Million One Hundred Eighty Three Thousand Eight Hundred Forty Two Dollars and 00/100

Description (name and location): Jaybird Road Water Plant Improvements, City of Hernando, Mississippi

### BOND

Bond Number: 2333745

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): October 24, 2022

Amount: \$1,183,842.00 One Million One Hundred Eighty Three Thousand Eight Hundred Forty Two Dollars and 00/100

Modifications to this Bond Form: ☒ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

Cleveland Construction, Inc. (seal)

Contractor's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

### SURETY

Swiss Re Corporate Solutions America Insurance Corporation

Surety's Name and Corporate Seal

By:

Signature (attach power of attorney)

Trina Cobb

Print Name

Attorney-in-Fact and Resident Mississippi Agent

Title Fisher Brown Bottrell Insurance, Inc.

Attest:

Signature

Braxton Brumfield

Witness

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
- 16.1 **Claim:** A written statement by the Claimant including at a minimum:
1. The name of the Claimant;
  2. The name of the person for whom the labor was done, or materials or equipment furnished;
  3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
  4. A brief description of the labor, materials, or equipment furnished;
  5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

## SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")  
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")

### GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: Trina Cobb

**Principal:** Cleveland Construction, Inc.

**Obligee:** City of Hernando

**Bond Description:** Jaybird Road Water Plant Improvements, City of Hernando, Mississippi

**Bond Number:** 2333745

**Bond Amount:** See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on 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 or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9<sup>TH</sup> of May, 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens  
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

By Gerald Jagrowski  
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC



IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of APRIL, 2022

State of Illinois  
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation  
Swiss Re Corporate Solutions Premier Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 24th day of October, 2022.

Jeffrey Goldberg  
Jeffrey Goldberg, Senior Vice President &  
Assistant Secretary of SRCSAIC and  
SRCSPIC





CLEVCON-01

CHUTSON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2022

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

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

<b>PRODUCER</b> Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215		<b>CONTACT NAME:</b> Cindy Cole, APA, CPIW, CISR, PIAM <b>PHONE (A/C, No, Ext):</b> (601) 960-8234 <b>FAX (A/C, No):</b> (601) 208-3005 <b>E-MAIL ADDRESS:</b> ccole@fbbins.com		
<b>INSURED</b>  Cleveland Construction, Inc. 1974 Grays Creek Road Hernando, MS 38632		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A : Brierfield Insurance Company</b>		<b>10993</b>
		<b>INSURER B : Luba Casualty Insurance Company</b>		<b>12472</b>
		<b>INSURER C :</b>		
		<b>INSURER D :</b>		
		<b>INSURER E :</b>		
		<b>INSURER F :</b>		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPP10004442704	4/13/2022	4/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 EPLI \$ 100,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA10001301906	4/13/2022	4/13/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB10002456005	4/13/2022	4/13/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	028000020318122	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Jaybird Road Water Plant Improvements, City of Hernando, Mississippi Contract Amount: \$1,183,842.00

Certificate holder is named as additional insured as respects General Liability and Automobile when required by written contract. Coverage is primary and non-contributory. Waiver of subrogation applies in favor of General Liability and Automobile. ALL policies are subject to policy terms, conditions, and exclusions.

## CERTIFICATE HOLDER

## CANCELLATION

City of Hernando  
231 West Center Street  
Hernando, MS 38632

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