CONTRACT

THIS A	GREEN	1ENT, made this the	day of	, 2	025, by and
		TENT, made this the MADISON COUNTY BOARD O ONSTRUCTION SERVICES, LLC.			
		ity Company), or (a Corporation			1 // \
WITNE mentic	SSETH: oned:	That for and in considerati	on of the paymer	ts and agreements	hereinafter
1.	CDBG	ONTRACTOR will commence and FY 2023 — WEST MADISON COMAFTER CALLED "PROJECT".	•		
2.		ONTRACTOR will furnish all of the es necessary for the construction			
3.	10 ca	ONTRACTOR will commence the alendar days after the date of the <u>365</u> calendar days, unless the CACT DOCUMENTS.	NOTICE TO PROCEE	D and will complete t	he PROJECT
4.	DOCU	CONTRACTOR agrees to perform MENTS, and comply with the hown in the BID Schedule.			
5.	The te	rm "CONTRACT DOCUMENTS" n	neans and includes t	he following:	
	A.	This Agreement			
	B.	Instruction to Bidders			
	C.	Signed Copy of Proposal Form	and Bidder's Certific	ate	
	D.	Executed Non-Collusion Form a	ınd Compliance Stat	ements	
	E.	Executed Performance Bond			
	F.	Executed Payment Bond			
	G.	NSPE General Conditions			
	Н.	Special Contract Provisions			
	L.	PLANS and SPECIFICATIONS pro	epared or issued by	Waggoner Engineeri	ng, Inc. and
		dated MARCH 2025.			
	K.	ADDENDA:			
		No Dated			
		No Dated			
	L.	All state and federal govern requirements bound herein.	nment conditions,	specifications, regul	ations and
6.		ONTRACTOR agrees to abide by the transfer of the transfer of the time specified in the time specified in the transfer of the t	-		omplete the

F-2

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 within

A.

the time stipulated the sum of \$\frac{500.00}{200.00}\$ as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$\frac{500.00}{200.00}\$ for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER'S losses are due to the CONTRACTOR'S delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.

- B. INDEMNIFICATION In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.
- C. RIGHT OF SET-OFF The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become due to the OWNER under any of the foregoing provisions.
- 7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
- 8. The CONTRACTOR agrees to allow the OWNER or a duly authorized representatives 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.
- The CONTRACTOR shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.
- 10. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:

(\$450,255.50) I	FOUR HUNDRED FIFTY THOUS	AND TWO	HUNDRED
	ı	FIFTY-FIVE dollars and 00 cents		

(not less than one hundred percent of Contract amount)

11.		10 ⁻⁷	is Contract is a Performance Bond, executed by a tate of Mississippi, in the sum of:
	(\$450,255.50		UR HUNDRED FIFTY THOUSAND TWO HUNDRED
	(no	ot less than one hu	ndred percent of Contract amount)
12.	This Agreement shall ladministrators, succe		parties hereto and their respective heirs, executors,
autho	E-70		e executed or caused to be executed by their duly each of which shall be deemed an original on the
		MAD	DISON COUNTY BOARD OF SUPERVISORS, OWNER
		BY: NAME:	
		TITLE:	<u>.</u> :
ATTE BY:	ST:		
NAM TITLE			(SEAL)
			CONTRACTOR
		BY: NAME: TITLE:	Staci Anding President
ATTE	ct.		
ATTE). A		
BY: NAM TITLE	The Cu	Clustilcow stilaw tive Assistan	(SEAL)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

Tha	ANDING CONSTRUCTION SERVICES, LLC							
	(Name of Contractor)							
	104 NOBLE DRIVE, BROOKHAVEN, MS 39601							
	(Address of Contractor)							
a	LIMITED LIABILITY COMPANY hereinafter called "PRINCIPAL", and							
	(Corporation, Partnership, Limited Liability Company or Individual)							
	hereinafter called "SURETY",							
	(Name of Surety)							
are h	eld and firmly bound unto the MADISON COUNTY BOARD OF SUPERVISORS hereinafter called							
"OW	NER" in the penal sum of							
	UR HUNDRED FIFTY THOUSAND TWO Dollars (\$_450,255.50) INDRED FIFTY-FIVE dollars and 00 cents							
	vful money of the United States, for the payment of which sum well and truly to be made, we ourselves, successors, and assigns, jointly and severally, firmly by these presents.							
THE (CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain							
	ract with the OWNER, dated the day of, 2025, a copy of which is hereto							
attac	hed and made a part hereof for the construction of:							

"MADISON COUNTY CDBG FY 2023 – WEST MADISON COUNTY SANITARY SEWER REHABILITATION PROJECT"

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the Original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER of all of outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and sees that no change, extension of time, alteration or addition to the terms of the Contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the loans of this Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

WITNESS WHEREOF,	this instrument is executed	in <u>five (5)</u> counterparts, each of which shall be
deemed an original, the	his the day of	, 2025.
ATTEST:		
Stan A	nding	Anding Construction Services, LLC
(Principa	l) Secretary	(Principal)
(SEAL)		By Staci Anding
		104 Noble Drive
		(Address)
Celeste Car	stolaw	Brookhaven, MS 39601
Witness as	s to Principal	
104 Neble	M.	
	dress)	
Doolhave	n M& 39601	
ATTEST:		unin CURA
(SEAL)		Westfield Insurance Company
((Surety)
		SEAL
		By Justy Gentle
\wedge		Attorney-in-Fact 315 S. Jackson Street
Ima Road		715 C. Jackson Street
Witness	os to Curotu	315 S. Jackson Street (Address)
withess a	as to Surety	(Address)
315 S. Jackson Stree	et	Brookhaven MS 39601
(Add	dress)	
Brookhaven, MS 396	301	
	9	
NOTE:		ust not be prior to date of CONTRACT. If p, all partners should execute BOND.
IMPORTANT:	* *	ting BONDS must appear on the Treasury tlist (Circular 570 as amended) and be authorized

to transact business in the State where the Project is located.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/21/24, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney POWER NO. 2320232 10

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

Westfield Center, Ohio

CERTIFIED COPY

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 JOSHUA RODGERS SMITH, WALTER DOUGLAS GARLAND, III, JAMES TERRY PENDLEY, JOINTLY OR SEVERALLY

of BROOKHAVEN 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 COMPAN'

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 cancelling 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).

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 21st day of AUGUST A.D., 2024. A.D., 2024 .

Corporate SVIAGO Seals Affixed

State of Ohio County of Medina SS.:

"KIONAL W The state of the s

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

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

On this 21st day of AUGUST 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 along the same that the said and the they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Seal Affixed

State of Ohlo County of Medina

SS.



David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Onio 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 sald Companies, which is still in tuil 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







- Secretary Frank A. Carrino, Secretary

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That ANDING CONSTRUCTION SERVICES, LLC (Name of Contractor) 104 NOBLE DRIVE, BROOKHAVEN, MS 39601 (Address of Contractor) LIMITED LIABILITY COMPANY hereinafter called "PRINCIPAL", and (Corporation, Partnership, Limited Liability Company or Individual) hereinafter called "SURETY", (Name of Surety) are held and firmly bound unto the MADISON COUNTY BOARD OF SUPERVISORS hereinafter called "OWNER" in the penal sum of **FOUR** HUNDRED FIFTY **THOUSAND** TWO Dollars (\$ 450,255.50 **HUNDRED FIFTY-FIVE dollars and 00 cents** in lawful money of the United States, 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. THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain Contract with the OWNER, dated the _____ day of _____, 2025, a copy of which is hereto attached and made a part hereof for the construction of:

"MADISON COUNTY CDBG FY 2023 – WEST MADISON COUNTY SANITARY SEWER REHABILITATION PROJECT"

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect. PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and sees that no change, extension of time, alteration or addition to the terms of the Contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the loans of this Contract or to the WORK or to the SPECIFICATIONS. PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

WITNESS WHEREOF, this instrument is executed in	five (5) counterparts, each of which shall be
deemed an original, this the day of	, 2025.
ATTEST:	
Stan Andre (Principal) Secretary	Anding Construction Services, LLC (Principal)
(vinicipally cooledge.)	
(SEAL)	By Stau Anding
	104 Noble Drive
	(Address)
Celerta Castal au	Brookhaven, MS 39601
Witness as to Principal	
104 Noble M.	
Brookhaven Mt 39401	
ATTEST: (SEAL)	Westfield Insurance Company
	(Surety) SEAL
Λ \rightarrow	Attorney-in-Fact
(Irms Bland	315 S. Jackson Street
Witness as to Surety	(Address)
315 S. Jackson Street	Brookhaven, MS 39601
(Address)	
Brookhaven, MS 39601	
	not be prior to date of CONTRACT. If

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 SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/21/24, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney POWER NO. 2320232 10

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

CERTIFIED COPY

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 Joshua Rodgers Smith, Walter Douglas Garland, III, James Terry Pendley, Jointly or Severally

of BROOKHAVEN 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

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 to 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 cancelling 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 beld on February & 2000)

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 21st day of AUGUST A.D., 2024.

HEUNANO, Seals Affixed State of Ohlo County of Medina SS.

FYZIONY W A. J. Commission of the last o



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

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

On this 21st day of AUGUST 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 insurance are such corporate seals; that they were so affixed by order of the Postfor of Old Companies; and that he said affixed to said insurance 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 Ohlo 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

day of







Frank A. Carrino, Secretary

CONTRACTOR SECTION 3 PLAN

(Anding Construction Services) agrees to implement affirmative steps to comply with the Section 3 requirements set forth at 24 CFR 75 directed at increasing the utilization of lower income residents and businesses within the City or County of Madison County.

A.	To implement Section 3 requirements by seeking the assistance of local officials in
	determining the exact boundaries of the applicable project area

- B. To attempt to recruit from within the City/County the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exits
- D. To insert this Section 3 plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals
- E. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities
- F. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.
- G. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan
- H. To list all permanent workforce for this project by job title
- I. To list all projected workforce needs for this project by job classification and time frame for potential hire.

As officers and representatives of Anding Construction Services We, the undersigned, have read and fully agree to the above and become a party to the full implementation of this program.

President

Title

Title

Date

Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/9/2025

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 315 S Jackson St. Brookhaven MS 39601		CONTACT Kellie Barrett PHONE (A/C, No, Ext): 601-823-4927 E-MAIL ADDRESS: KBarrett@higginbotham.net	NTACT Kellie Barrett ME: Kellie Barrett ONE (A/C, No.):		
		INSURER(S) AFFORDING COV	ERAGE	NAIC#	
400000	License#: 2081754 JASOAND-01	INSURER A: Employers Mutual Casualty Company		21415	
INSURED Anding Construction Services, LLC		ınsurer в : The Ohio Casualty Insurance Company		24074	
104 Noble Dr		INSURER C : LUBA Casualty Insurance Company		12472	
Brookhaven MS 39601		INSURER D:			
		INSURER E:			
COVERACEO		INSURER F:			

CERTIFICATE NUMBER: 1266249327

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	TURE 05 110 110 110 110 110 110 110 110 110	ADDL	DL SUBRI POLICY EFF POLICY EXP		, 	***************************************		
LTR			WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMI	TS .
^	X COMMERCIAL GENERAL LIABILITY	Y	Y	6D24596	9/1/2024	9/1/2025	EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
1	<u> </u>						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- JECT LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
├	OTHER:							\$
^	AUTOMOBILE LIABILITY ANY AUTO	Y	Y	6F24596	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
1		İ					BODILY INJURY (Per person)	s
1	AUTOS ONLY AUTOS					ļ	BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	S
—	V							\$
A	X UMBRELLA LIAB X OCCUR	Y	Y	6J24596	9/1/2024	9/1/2025	EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE						AGGREGATE	\$
	1.12.12.11.10.14 10 DOD							s
1	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	028000023561125	2/16/2025	2/16/2026	X PER OTH- STATUTE ER	
	OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$1,000,000
1 1	(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A B A	IM-Leased/Rented Equip. Installation Floater Hired Auto Physical Damage			6C24596 BMO66341143 6F24596	9/1/2024 6/30/2025 9/1/2024		275,000 2,000,000	1,000 5,000 100,000
					i		j	i

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Jason & Staci Anding are excluded officers on the workers comp policy.
CDBG FY 2023 – West Madison County Sanitary Sewer Rehabilitation Project WEI#22300.000

Certificate holder and engineer, Waggoner are listed as additional insured as required by written contract.

CERTIFICATE HOLDER	CANCELLATION		
Madison County Bard of Supervisors 146 W Center St	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
Canton MS 39046	AUTHORIZED REPRESENTATIVE		

CONTRACT

THIS .	AGREEMENT, made this the day of, 2025, by and een the MADISON COUNTY BOARD OF SUPERVISORS hereinafter called "OWNER" and
AN	een the MADISON COUNTY BOARD OF SUPERVISORS hereinafter called "OWNER" and DING CONSTRUCTION SERVICES, LLC. doing business as (an Individual), (a Partnership), (a ed Liability Company), or (a Corporation) hereinafter called "CONTRACTOR".
	, , , , , , , , , , , , , , , , , , , ,
	ESSETH: That for and in consideration of the payments and agreements hereinafter ioned:
1.	The CONTRACTOR will commence and complete the construction of "MADISON COUNTY CDBG FY 2023 – WEST MADISON COUNTY SANITARY SEWER REHABILITATION PROJECT" 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 365 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 \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
5.	The term "CONTRACT DOCUMENTS" means and includes the following:
	A. This Agreement
	B. Instruction to Bidders
	C. Signed Copy of Proposal Form and Bidder's Certificate
	D. Executed Non-Collusion Form and Compliance Statements
	E. Executed Performance Bond
	F. Executed Payment Bond
	G. NSPE General Conditions
	H. Special Contract Provisions
	I. PLANS and SPECIFICATIONS prepared or issued by Waggoner Engineering, Inc. and
	dated MARCH 2025.
	K. ADDENDA:
	No Dated
	No Dated
	L. All state and federal government conditions, specifications, regulations and requirements bound herein.
6.	The CONTRACTOR agrees to abide by the following consequences for failure to complete the

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 within

project within the time specified in the CONTRACT DOCUMENTS:

the time stipulated the sum of \$\frac{500.00}{200.00}\$ as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$\frac{500.00}{200.00}\$ for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER'S losses are due to the CONTRACTOR'S delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.

- B. INDEMNIFICATION In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.
- C. RIGHT OF SET-OFF The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become due to the OWNER under any of the foregoing provisions.
- 7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
- 8. The CONTRACTOR agrees to allow the OWNER or a duly authorized representatives 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.
- The CONTRACTOR shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.
- 10. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:

	(\$450,255.50)	FOUR HUNDRED FIFTY THOUSAND TWO HUNDRED
FIFTY-FIVE dollars and 00 cents		FIFTY-FIVE dollars and 00 cents

(not less than one hundred percent of Contract amount)

11.		ANACTORIO CONTROL DO CONTROL DE C	Contract is a Performance Bond, execute e of Mississippi, in the sum of:	d by a
	(\$450,255.50		R HUNDRED FIFTY THOUSAND TWO HUI -FIVE dollars and 00 cents	NDRED
	(no	t less than one hund	red percent of Contract amount)	
12.	This Agreement shall be administrators, success		rties hereto and their respective heirs, exe	cutors,
autho			executed or caused to be executed by the each of which shall be deemed an original	
		MADIS	ON COUNTY BOARD OF SUPERVISORS, OW	/NER
		BY:		
		NAME: _ TITLE: _		
ATTE	ST:			11
BY:				=
NAM TITLE			(SEAL)	
			CONTRACTOR	
		BY: _ NAME: _ TITLE: _	Staci Anding President	
ATTE	ST:			
BY: NAM TITLE	The Cu	Pustiliceur stilaur tive Assistant	(SEAL)	

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

Tha	ANDING CONSTRUCTION SERVICES, LLC						
	(Name of Contractor)						
	104 NOBLE DRIVE, BROOKHAVEN, MS 39601						
	(Address of Contractor)						
а	LIMITED LIABILITY COMPANY hereinafter called "PRINCIPAL", and						
_	(Corporation, Partnership, Limited Liability Company or Individual)						
	hereinafter called "SURETY",						
	(Name of Surety)						
are h	reld and firmly bound unto the MADISON COUNTY BOARD OF SUPERVISORS hereinafter called						
"OW	NER" in the penal sum of						
	OUR HUNDRED FIFTY THOUSAND TWO Dollars (\$450,255.50) UNDRED FIFTY-FIVE dollars and 00 cents						
	wful money of the United States, for the payment of which sum well and truly to be made, we ourselves, successors, and assigns, jointly and severally, firmly by these presents.						
Cont	CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain ract with the OWNER, dated the day of, 2025, a copy of which is hereto the and made a part hereof for the construction of:						

"MADISON COUNTY CDBG FY 2023 – WEST MADISON COUNTY SANITARY SEWER REHABILITATION PROJECT"

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the Original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER of all of outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and sees that no change, extension of time, alteration or addition to the terms of the Contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the loans of this Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

WITNESS WHEREOF,	this instrument is executed in	five (5) counterparts, each of which shall be
deemed an original, t	his the day of	, 2025.
ATTEST:		
San A	name	Anding Construction Services, LLC (Principal)
(i i ii cipe	n, seeretary	(i inicipal)
(SEAL)		By Staci Anding
		104 Noble Drive
		(Address)
Culesta Cu	Maw s to Principal	Brookhaven, MS 39601
104 Noble	S to Principal	
(Ad	dress)	
	n W & 39401	
ATTEST:		
(SEAL)		Westfield Insurance Company
(,		(Surety)
	E .	SEAL
		By Justen Gentlers
\wedge		Attorney-in-Fact
A. Rana		Attorney-in-Fact 315 S. Jackson Street
Lamp Lygla		212 212121211 211221
Witness	as to Surety	(Address)
315 S. Jackson Stree		Brookhaven MS 39601
(Ad	dress)	
Brookhaven, MS 39	601	
NOTE:		all partners should execute BOND.
,		ng BONDS must appear on the Treasury st (Circular 570 as amended) and be authorized

to transact business in the State where the Project is located.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/21/24, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney POWER NO. 2320232 10

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

Westfield Center, Ohio

CERTIFIED COPY

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
JOSHUA RODGERS SMITH, WALTER DOUGLAS GARLAND, III, JAMES TERRY PENDLEY, JOINTLY OR SEVERALLY

of BROOKHAVEN 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

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 cancelling 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 it 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).

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 A.D., 2024 . affixed this 21st day of AUGUST

Corporate Seals Affixed

State of Ohio County of Medina

"Y'ZIONAL W The state of the s

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

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

On this 21st day of AUGUST 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 tull force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in tull force and effect. 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 A.D.,







Frank A. Carrino, Secretary

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That ANDING CONSTRUCTION SERVICES, LLC (Name of Contractor) 104 NOBLE DRIVE, BROOKHAVEN, MS 39601 (Address of Contractor) LIMITED LIABILITY COMPANY hereinafter called "PRINCIPAL", and (Corporation, Partnership, Limited Liability Company or Individual) hereinafter called "SURETY", (Name of Surety) are held and firmly bound unto the MADISON COUNTY BOARD OF SUPERVISORS hereinafter called "OWNER" in the penal sum of **FOUR** HUNDRED FIFTY THOUSAND TWO Dollars (\$450,255.50<u>)</u> **HUNDRED FIFTY-FIVE dollars and 00 cents** in lawful money of the United States, 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. THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain

"MADISON COUNTY CDBG FY 2023 – WEST MADISON COUNTY SANITARY SEWER REHABILITATION PROJECT"

Contract with the OWNER, dated the _____ day of _____, 2025, a copy of which is hereto

attached and made a part hereof for the construction of:

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect. PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and sees that no change, extension of time, alteration or addition to the terms of the Contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the loans of this Contract or to the WORK or to the SPECIFICATIONS. PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

WITNESS WHEREOF,	this instrument is executed in	five (5) counterparts, each of which shall be
deemed an original, t	his the day of	, 2025.
ATTEST:		
Stain Ar	dere	Anding Construction Services, LLC
(Principa	II) Secretary	(Principal)
(SEAL)		By Staci Anding
		104 Noble Drive
		(Address)
Culerta Co	ytil aw	Brookhaven, MS 39601
	s to Principal	3
104 Noble	M.	
	dress)	
Blookhare	m M839401	
	,	annump.
ATTEST:		Water Indiana Community SURAN
(SEAL)		Westfield Insurance Company
		(Surety) GEAT
		By Jams Cuptulle 15. DEAL
Λ \rightarrow	62	Attorney-in-Fact
(Ima Dla	Nd	Attorney-in-Fact
Witness	as to Surety	(Address)
Vitriess	as to surcey	(Addiess)
315 S. Jackson Stree	et	Brookhaven, MS 39601
(Ad	dress)	
Brookhaven, MS 396	601	
NOTE:		t not be prior to date of CONTRACT. If all partners should execute BOND.
IMPORTANT:		g BONDS must appear on the Treasury st (Circular 570 as amended) and be authorized

to transact business in the State where the Project is located.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/21/24, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney POWER NO. 2320232 10

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

CERTIFIED COPY

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 JOSHUA RODGERS SMITH, WALTER DOUGLAS GARLAND, III, JAMES TERRY PENDLEY, JOINTLY OR SEVERALLY

of BROOKHAVEN 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

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 cancelling 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

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 21st day of AUGUST A.D., 2024 .

Corporate HEUMANO, Seals Affixed

State of Ohlo County of Medina 55.7

ZAJONA W SEAL San Manual Control

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

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

On this 21st day of AUGUST 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 Sanior 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 Oblo 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, Ohlo, this

day of







Frank A. Carrino, Secretary

BPOAC2 (combined) (05-24)

CONTRACTOR SECTION 3 PLAN

(Anding Construction Services) agrees to implement affirmative steps to comply with the Section 3 requirements set forth at 24 CFR 75 directed at increasing the utilization of lower income residents and businesses within the City or County of Madison County.

- A. To implement Section 3 requirements by seeking the assistance of local officials in determining the exact boundaries of the applicable project area
- B. To attempt to recruit from within the City/County the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exits
- D. To insert this Section 3 plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals
- E. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities
- F. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.
- G. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan
- H. To list all permanent workforce for this project by job title
- I. To list all projected workforce needs for this project by job classification and time frame for potential hire.

As officers and representatives of Anding Construction Services. We, the undersigned, have read and fully agree to the above and become a party to the full implementation of this program.

President

Title

Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/9/2025

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 315 S Jackson St. Brookhaven MS 39601		CONTACT Kellie Barrett PHONE (A/C, No, Ext): 601-823-4927 E-MAIL ADDRESS: KBarrett@higginbotham.net	
		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: Employers Mutual Casualty Company	21415
NSURED Anding Construction Services, LLC	JASOAND-01	INSURER B: The Ohio Casualty Insurance Company	24074
104 Noble Dr	•	INSURER C : LUBA Casualty Insurance Company	12472
Brookhaven MS 39601		INSURER D:	
		INSURER E:	
		INSURER F :	
COVERAGES CERTIFICAT	E MIREDED. (COOC LOCK		

CERTIFICATE NUMBER: 1266249327

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	ļ.,,	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMI	TS
A	X	CLAIMS-MADE X OCCUR	Y	Y	6D24596	9/1/2024	9/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 500,000
	ļ							MED EXP (Any one person)	s 10,000
	-	l		İ				PERSONAL & ADV INJURY	\$1,000,000
	GEI	VL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
		POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
Α	AUI	TOMOBILE LIABILITY	Y	Υ	6F24596	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		ANY AUTO OWNED Y SCHEDULED						BODILY INJURY (Per person)	\$
		AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
	X	AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	S
									\$
Α	X	UMBRELLA LIAB X OCCUR	Υ	Υ	6J24596	9/1/2024	9/1/2025	EACH OCCURRENCE	\$ 1,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
		DED X RETENTION \$ 10,000							\$
١ ١	AND	KERS COMPENSATION EMPLOYERS' LIABILITY Y/N		Y	028000023561125	2/16/2025	2/16/2026	X PER OTH- STATUTE ER	
į	OFFI	PROPRIETOR/PARTNER/EXECUTIVE Y	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	li ves	datory in NH) , describe under	j					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	DÉSC	RIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
В	Insta	eased/Rented Equip. Bation Floater I Auto Physical Damage			6C24596 BM066341143 6F24596	9/1/2024 6/30/2025 9/1/2024		275,000 2,000,000	1,000 5,000 100,000
DESC	DIDT	ON OF OPERATIONS / LOCATIONS (VEHICL)							

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

Jason & Staci Anding are excluded officers on the workers comp policy.

CDBG FY 2023 – West Madison County Sanitary Sewer Rehabilitation Project WEI#22300.000

Certificate holder and engineer, Waggoner are listed as additional insured as required by written contract.

CERTIFICATE HOLDER	CANCELLATION		
Madison County Bard of Supervisors 146 W Center St Canton MS 39046	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		

© 1988-2015 ACORD CORPORATION. All rights reserved.

CONTRACT

AND	GREEMENT, made this the day of, 2025, by and en the MADISON COUNTY BOARD OF SUPERVISORS hereinafter called "OWNER" and DING CONSTRUCTION SERVICES, LLC. doing business as (an Individual), (a Partnership), (a d Liability Company), or (a Corporation) hereinafter called "CONTRACTOR".			
WITNE mentio	SSETH: That for and in consideration of the payments and agreements hereinafter oned:			
1.	The CONTRACTOR will commence and complete the construction of "MADISON COUNTY CDBG FY 2023 – WEST MADISON COUNTY SANITARY SEWER REHABILITATION PROJECT" 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 365 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 \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\			
5.	The term "CONTRACT DOCUMENTS" means and includes the following:			
	 A. This Agreement B. Instruction to Bidders C. Signed Copy of Proposal Form and Bidder's Certificate D. Executed Non-Collusion Form and Compliance Statements E. Executed Performance Bond F. Executed Payment Bond G. NSPE General Conditions H. Special Contract Provisions I. PLANS and SPECIFICATIONS prepared or issued by Waggoner Engineering, Inc. and dated MARCH 2025. K. ADDENDA: 			
6.	No Dated No Dated L. All state and federal government conditions, specifications, regulations and requirements bound herein. The CONTRACTOR agrees to abide by the following consequences for failure to complete the			

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 within

project within the time specified in the CONTRACT DOCUMENTS:

the time stipulated the sum of \$\frac{500.00}{200.00}\$ as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$\frac{500.00}{200.00}\$ for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER'S losses are due to the CONTRACTOR'S delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.

- B. INDEMNIFICATION In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.
- C. RIGHT OF SET-OFF The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become due to the OWNER under any of the foregoing provisions.
- 7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
- 8. The CONTRACTOR agrees to allow the OWNER or a duly authorized representatives thereof, access to books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical access to records clause into all subcontracts.
- 9. The CONTRACTOR shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.
- 10. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:

(\$450,255.50)	FOUR HUNDRED FIFTY THOUSAND TWO HUNDRED
	FIFTY-FIVE dollars and 00 cents

(not less than one hundred percent of Contract amount)

11.		and the same of th	s Contract is a Performance Bond, executed by a tee of Mississippi, in the sum of:
	(\$450,255.50	•	IR HUNDRED FIFTY THOUSAND TWO HUNDRED TY-FIVE dollars and 00 cents
	(not	less than one hund	dred percent of Contract amount)
12.	This Agreement shall be administrators, success		arties hereto and their respective heirs, executors,
author			executed or caused to be executed by their duly each of which shall be deemed an original on the
		MADI	SON COUNTY BOARD OF SUPERVISORS, OWNER
		BY: NAME: TITLE:	
ATTES	ST:		
BY: NAMI TITLE:			- - (SEAL)
			CONTRACTOR
		BY: NAME: TITLE:	Staci Anding President
ATTES	ST:		
BY: NAMI TITLE:	The Chi	lustilow Hilaw ive Assistant	- - (SEAL)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

Tha	hat ANDING CONSTRUCTION SERVICES, LLC					
	(Name of Contractor)					
	104 NOBLE DRIVE, BROOKHAVEN, MS 39601					
	(Address of Contractor)					
а	LIMITED LIABILITY COMPANY hereinafter called "PRINCIPAL", and					
_	(Corporation, Partnership, Limited Liability Company or Individual)					
	hereinafter called "SURETY",					
	(Name of Surety)					
are h	eld and firmly bound unto the MADISON COUNTY BOARD OF SUPERVISORS hereinafter called					
"OW	NER" in the penal sum of					
	UR HUNDRED FIFTY THOUSAND TWO Dollars (\$450,255.50) INDRED FIFTY-FIVE dollars and 00 cents					
	ourselves, successors, and assigns, jointly and severally, firmly by these presents.					
Contr	CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain ract with the OWNER, dated the day of, 2025, a copy of which is hereto hed and made a part hereof for the construction of:					

"MADISON COUNTY CDBG FY 2023 – WEST MADISON COUNTY SANITARY SEWER REHABILITATION PROJECT"

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the Original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER of all of outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and sees that no change, extension of time, alteration or addition to the terms of the Contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the loans of this Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

WITNESS WHEREOF, this instrument is executed in <u>five (5)</u> counterparts, each of which shall be				
deemed an original, this the day of, 2025.				
ATTEST:				
Stan A	nding	Anding Construction Services, LLC		
(Principa	I) Secretary	(Principal)		
(SEAL)		By Staci Anding		
		104 Noble Drive		
		(Address)		
Clust Cu	sto Principal	Brookhaven, MS 39601		
104 Neble	M.			
	dress) M & 39401			
ATTEST:		ummunum au BAA		
(SEAL)		Westfield Insurance Company		
<u> </u>		(Surety)		
		SEAL		
		By Justey Olulland		
		Attorney-in-Fact		
Ama Road		Attorney-in-Fact 315 S. Jackson Street		
Witness	as to Curetu	315 S. Jackson Street (Address)		
viiness	as to Surety	(Address)		
315 S. Jackson Stree	et	Brookhaven MS 39601		
(Add	dress)			
Brookhaven, MS 396	601			
NOTE:		all partners should execute BOND.		
		ng BONDS must appear on the Treasury st (Circular 570 as amended) and be authorized		

to transact business in the State where the Project is located.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/21/24, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney POWER NO. 2320232 10

Westfield Center, Ohio

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

CERTIFIED COPY

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 JOSHUA RODGERS SMITH, WALTER DOUGLAS GARLAND, III, JAMES TERRY PENDLEY, JOINTLY OR SEVERALLY

of BROOKHAVEN 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 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:

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 cancelling 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 it 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 5, 2000)

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 21st day of AUGUST A.D., 2024.

Corporate ASUMA OC Seals Affixed

State of Ohio County of Medina

WAYNONAL W Ash the state of t

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

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

On this 21st day of AUGUST

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 sald Companies; that the seals affixed to sald 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.

Seal Affixed

State of Ohlo County of Medina

SS.:

53.:



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 tull 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







Frank A. Carrino, Secretary

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That ANDING CONSTRUCTION SERVICES, LLC (Name of Contractor) 104 NOBLE DRIVE, BROOKHAVEN, MS 39601 (Address of Contractor) LIMITED LIABILITY COMPANY hereinafter called "PRINCIPAL", and (Corporation, Partnership, Limited Liability Company or Individual) hereinafter called "SURETY", (Name of Surety) are held and firmly bound unto the MADISON COUNTY BOARD OF SUPERVISORS hereinafter called "OWNER" in the penal sum of FOUR HUNDRED FIFTY THOUSAND TWO Dollars (\$<u>450,255.50</u>) **HUNDRED FIFTY-FIVE dollars and 00 cents**

"MADISON COUNTY CDBG FY 2023 – WEST MADISON COUNTY SANITARY SEWER REHABILITATION PROJECT"

in lawful money of the United States, for the payment of which sum well and truly to be made, we

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain Contract with the OWNER, dated the day of , 2025, a copy of which is hereto

bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

attached and made a part hereof for the construction of:

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect. PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and sees that no change, extension of time, alteration or addition to the terms of the Contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the loans of this Contract or to the WORK or to the SPECIFICATIONS. PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

WITNESS WHEREOF,	this instrument is executed i	n <u>five (5)</u> counterparts, each of which shall be
	his the day of	, 2025.
ATTEST:		
Stan An	dere	Anding Construction Services, LLC
(Principa	I) Secretary	(Principal)
(SEAL)		By Staci Anding
		104 Noble Drive
		(Address)
Culerta Co	ytil aw	Brookhaven, MS 39601
Witness as	s to Principal	
104 Noble	M.	
(Add	dress)	
Brookhare	n, M8 39401	
ATTEST:		unumumming.
(SEAL)		Westfield Insurance Company
		(Surety)
		A ALAI
^		Attorney-in-Fact
\bigwedge \mathbb{P}_{a}	0	Attorney-in-Fact Management 315 S. Jackson Street
Uma Dla		315 S. Jackson Street
Witness	as to Surety	(Address)
315 S. Jackson Stree	et	Brookhaven, MS 39601
(Add	dress)	
Brookhaven, MS 396	601	

NOTE:		o, all partners should execute BOND.
IMPORTANT:	Department's most current	ing BONDS must appear on the Treasury list (Circular 570 as amended) and be authorized tate where the Project is located.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/21/24, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney POWER NO. 2320232 10

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

CERTIFIED COPY

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 Joshua Rodgers Smith, Walter Douglas Garland, III, James Terry Pendley, Jointly or Severally

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: and State of MS its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name,

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:

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 cancelling 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).

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 21st day of AUGUST A.D., 2024 .

Corporate MENNAG Seals Affixed

State of Ohlo County of Medina

PEZIONAL W And the state of t

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

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

On this 21st day of AUGUST 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 algored by order of the Boards of Directors of said Companies; and that he algored by order of the Boards of Directors of said Companies; and that he algored by order of the Boards of Directors of said Companies; and that he algored by order of the Boards of Directors of said Companies; and that he algored by order of the Boards of Directors of said Companies; and that he algored by order of the Boards of Directors of said Companies. 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.:

\$3.

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 sald Companies, which is still in tuil 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 A.D.,

ALIONAL W SEAI Karan Hannan



Frank A. Carrino, Secretary

CONTRACTOR SECTION 3 PLAN

(Anding Construction Services) agrees to implement affirmative steps to comply with the Section 3 requirements set forth at 24 CFR 75 directed at increasing the utilization of lower income residents and businesses within the City or County of Madison County.

- A. To implement Section 3 requirements by seeking the assistance of local officials in determining the exact boundaries of the applicable project area
- B. To attempt to recruit from within the City/County the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exits
- D. To insert this Section 3 plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals
- E. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities
- F. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.
- G. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan
- H. To list all permanent workforce for this project by job title
- I. To list all projected workforce needs for this project by job classification and time frame for potential hire.

As officers and representatives of Anding Construction Services. We, the undersigned, have read and fully agree to the above and become a party to the full implementation of this program.

President

Title

Signature

Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/9/2025

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

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

PRODUCER Higginbotham Insurance Agenc 315 S Jackson St.		CONTACT Kellie Barrett NAME: Kellie Barrett PHONE (A/C, No, Ext): 601-823-4927	FAX (A/C, No):
Brookhaven MS 39601		E-MAIL ADDRESS: KBarrett@higginbotham.net	
		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: Employers Mutual Casualty Compan	y 21415
INSURED Anding Construction Services, L	JASOAND-01-	INSURER B: The Ohio Casualty Insurance Compa	any 24074
104 Noble Dr		เพรบRER c : LUBA Casualty Insurance Company	12472
Brookhaven MS 39601		INSURER D:	
		INSURER E :	
		INSURER F:	
COVERAGES	CERTIFICATE NUMBER: 1266249327	REVISION NU	MBER:

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. ADDL SUBR POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY TYPE OF INSURANCE **POLICY NUMBER** LIMITS INSD WVD Х COMMERCIAL GENERAL LIABILITY 6D24596 9/1/2024 9/1/2025 **EACH OCCURRENCE** \$1,000,000 DAMAGE TO RENTED CLAIMS-MADE | X | OCCUR PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$2,000,000 POLICY X PRO-PRODUCTS - COMP/OP AGG \$2,000,000 OTHER COMBINED SINGLE LIMIT (Ea accident) Α AUTOMOBILE LIABILITY Υ 6F24596 9/1/2024 9/1/2025 \$1,000,000

ANY AUTO BODILY INJURY (Per person) \$ SCHEDULED OWNED AUTOS ONLY HIRED BODILY INJURY (Per accident) s AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) Х Х AUTOS ONLY **AUTOS ONLY** Х UMBRELLA LIAB OCCUR 6J24596 9/1/2024 9/1/2025 **EACH OCCURRENCE** \$1,000,000 **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ DED X RETENTION \$ 10,000 WORKERS COMPENSATION 028000023561125 2/16/2025 2/16/2026 STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$1,000,000 N/A (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$1,000,000 IM-Leased/Rented Equip 6C24596 BMO66341143 1,000 5,000 275,000 2,000,000 9/1/2024 9/1/2025 Installation Floater Hired Auto Physical Damage 6/30/2025 6/30/2026 6F24596 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Jason & Staci Anding are excluded officers on the workers comp policy. CDBG FY 2023 - West Madison County Sanitary Sewer Rehabilitation Project WEI#22300.000

Certificate holder and engineer, Waggoner are listed as additional insured as required by written contract.

***************************************	200
CERTIFICATE HOLDER	CANCELLATION
	

Madison County Bard of Supervisors 146 W Center St Canton MS 39046

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

9/1/2024

9/1/2025

CONTRACT

THIS	AGREE	MENT, made this the day of, 2025, I	by and
betw	een th	ne MADISON COUNTY BOARD OF SUPERVISORS hereinafter called "OWNER	₹" and
		CONSTRUCTION SERVICES, LLC. doing business as (an Individual), (a Partnersl	
Limit	ed Liab	pility Company), or (a Corporation) hereinafter called "CONTRACTOR".	
	IESSETH		inaftei
ment	ioned:		
1	Tho	CONTRACTOR will common and consults the constant in a funda DISON CO	N. I. I. I. 1999 V.
1.		CONTRACTOR will commence and complete the construction of "MADISON CO G FY 2023 – WEST MADISON COUNTY SANITARY SEWER REHABILITATION PRO	
		einafter called "PROJECT".	JJECI
	110101	anarci canca Thoseer.	
2.	The C	CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and	dother
		ices necessary for the construction and completion of the PROJECT described her	
3.	The C	CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS	within
	<u>10</u> (calendar days after the date of the NOTICE TO PROCEED and will complete the PR	OJECT
		in <u>365</u> calendar days, unless the period for completion is extended otherwise	by the
	CON	TRACT DOCUMENTS.	
4.	Tho	CONTRACTOR agrees to perform all of the work described in the CONT	TD 4 CT
4,		CONTRACTOR agrees to perform all of the work described in the CONTUMENTS, and comply with the terms therein for the sum of \$ <u>450,2</u>	
		s shown in the BID Schedule.	233.30
	01 43	shown in the bib schedule.	
5.	The t	term "CONTRACT DOCUMENTS" means and includes the following:	
	A.	This Agreement	
	B.	Instruction to Bidders	
	C.	Signed Copy of Proposal Form and Bidder's Certificate	
	D.	Executed Non-Collusion Form and Compliance Statements	
	Ε.	Executed Performance Bond	
	F.	Executed Payment Bond	
	G.	NSPE General Conditions	
	H.	Special Contract Provisions	
	I.	PLANS and SPECIFICATIONS prepared or issued by Waggoner Engineering, Inc.	c. and
	K.	dated MARCH 2025.	
	κ.	ADDENDA:	
		No Dated	
	L.	No Dated All state and federal government conditions, specifications, regulations	امديما
	L.	requirements bound herein.	s and
		requirements bound heren.	
6.	The C	CONTRACTOR agrees to abide by the following consequences for failure to comple	te the
		ect within the time specified in the CONTRACT DOCUMENTS:	ic inc
	1	The first of the state of the s	

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 within

A.

the time stipulated the sum of \$500.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$500.00 for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER'S losses are due to the CONTRACTOR'S delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.

- B. INDEMNIFICATION In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.
- C. RIGHT OF SET-OFF The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become due to the OWNER under any of the foregoing provisions.
- 7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
- 8. The CONTRACTOR agrees to allow the OWNER or a duly authorized representatives 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.
- The CONTRACTOR shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.
- 10. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:

(\$450,255.50)	FOUR HUNDRED FIFTY THOUSAND TWO HUNDRED
		FIFTY-FIVE dollars and 00 cents

(not less than one hundred percent of Contract amount)

11.		10 M	is Contract is a Performance Bond, executed by a ate of Mississippi, in the sum of:	3
	(\$450,255.50	•	UR HUNDRED FIFTY THOUSAND TWO HUNDRED TY-FIVE dollars and 00 cents)
	(no		dred percent of Contract amount)	_
12.	This Agreement shall be administrators, success		parties hereto and their respective heirs, executors	,
author	•		executed or caused to be executed by their duly each of which shall be deemed an original on the	
		MAD	ISON COUNTY BOARD OF SUPERVISORS, OWNER	
		BY:		
		NAME: TITLE:		
ATTES	T:			1:1
BY: NAME		120		~
TITLE:			(SEAL)	
			CONTRACTOR	
		BY: NAME: TITLE:	Staci Anding President	_
ATTES	т.			
	Curt	2		
BY: NAME	Celeste Cas	etilaw	_	
TITLE:		ive Assistant	(SEAL)	

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That ANDING CONSTRUCTION SERVICES, LLC (Name of Contractor) 104 NOBLE DRIVE, BROOKHAVEN, MS 39601 (Address of Contractor) LIMITED LIABILITY COMPANY hereinafter called "PRINCIPAL", and (Corporation, Partnership, Limited Liability Company or Individual) hereinafter called "SURETY", (Name of Surety) are held and firmly bound unto the MADISON COUNTY BOARD OF SUPERVISORS hereinafter called "OWNER" in the penal sum of FOUR HUNDRED FIFTY THOUSAND TWO Dollars (\$ 450,255.50) **HUNDRED FIFTY-FIVE dollars and 00 cents** in lawful money of the United States, 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. THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain Contract with the OWNER, dated the _____ day of _____, 2025, a copy of which is hereto

"MADISON COUNTY CDBG FY 2023 – WEST MADISON COUNTY SANITARY SEWER REHABILITATION PROJECT"

attached and made a part hereof for the construction of:

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the Original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER of all of outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and sees that no change, extension of time, alteration or addition to the terms of the Contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the loans of this Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

WITNESS WHEREOF,	this instrument is executed	in <u>five (5)</u> counterparts, each of which shall be
deemed an original, the	his the day of	, 2025.
ATTEST:		
SanA	nding	Anding Construction Services, LLC
, (Principa	l) Secretary	(Principal)
(SEAL)		By Staci Anding
		104 Noble Drive
		(Address)
Clust Cu	sto Principal	Brookhaven, MS 39601
104 Neble	M.	
	dress) N_W&39601_	
ATTEST:	•	
(SEAL)		Westfield Insurance Company
(SE/IE)		(Surety)
		SEAL
		By Justen Gentlery
\wedge		Attorney-in-Fact 315 S. Jackson Street
(Ray 1		The state of the s
- MINN THANK		
Witness a	as to Surety	(Address)
315 S. Jackson Stree	2	Brookhaven MS 39601
(Add	dress)	
Brookhaven, MS 396	601	
NOTE:		nust not be prior to date of CONTRACT. If hip, all partners should execute BOND.
IMPORTANT:		uting BONDS must appear on the Treasury at list (Circular 570 as amended) and be authorized

to transact business in the State where the Project is located.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/21/24, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. 2320232 10

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 JOSHUA RODGERS SMITH, WALTER DOUGLAS GARLAND, III, JAMES TERRY PENDLEY, JOINTLY OR SEVERALLY

of BROOKHAVEN 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

Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL 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 it 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 A.D., 2024 . affixed this 21st day of AUGUST

Corporate W. W. W. Seals Affixed

State of Ohlo County of Medina

aminophy, ZEZ IONAL W AND SHALL STREET

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

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

On this 21st day of AUGUST 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 Ohlo County of Medina

SS.:



David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Onlo 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 A.D.,

day of







Frank A. Carrino, Secretary

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That	ANDING CONSTRUCTION SERVICES, LLC						
	(Name of Contractor)						
	104 NOBLE DRIVE, BROOKHAVEN, MS 39601						
	(Address of Contractor)						
а	LIMITED LIABILITY COMPANY hereinafter called "PRINCIPAL", and						
•	(Corporation , Partnership, Limited Liability Company or Individual)						
	hereinafter called "SURETY",						
	(Name of Surety)						
	eld and firmly bound unto the MADISON COUNTY BOARD OF SUPERVISORS hereinafter called VER" in the penal sum of						
FOL HUI	UR HUNDRED FIFTY THOUSAND TWO Dollars (\$450,255.50) NDRED FIFTY-FIVE dollars and 00 cents						
	rful money of the United States, for the payment of which sum well and truly to be made, we burselves, successors, and assigns, jointly and severally, firmly by these presents.						
Contra	CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain act with the OWNER, dated the day of, 2025, a copy of which is hereto ned and made a part hereof for the construction of:						

"MADISON COUNTY CDBG FY 2023 – WEST MADISON COUNTY SANITARY SEWER REHABILITATION PROJECT"

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect. PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and sees that no change, extension of time, alteration or addition to the terms of the Contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the loans of this Contract or to the WORK or to the SPECIFICATIONS. PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

WITNESS WHEREOF, this instrument is executed in	
deemed an original, this the day of	, 2025.
ATTEST:	
Stain Anders	Anding Construction Services, LLC
(Principal) Secretary	(Principal)
(SEAL)	By Staci Anding
	104 Noble Drive
	(Address)
Cellete Castroau	Brookhaven, MS 39601
Witness as to Principal	
104 Noble Dr.	
(Address)	
Brookhaven Mt 39401	
ATTEST:	mucul RAAMIN
(SEAL)	Westfield Insurance Company
	(Surety)
	JAMESEAL:
	By Jaw (Mulling 1)
	Attorney-in-Fact The Street 315 S. Jackson Street
(Ima DIMA	315 S. Jackson Street
Witness as to Surety	(Address)
045.0	D
315 S. Jackson Street	Brookhaven, MS 39601
(Address)	
Brookhaven, MS 39601	
	t not be prior to date of CONTRACT. If

to transact business in the State where the Project is located.

Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized

IMPORTANT:

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/21/24, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. 2320232 10

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 Chio, and having its principal office in Westfield Center, Medina County, Chio, do by these presents make, constitute and appoint JOSHUA RODGERS SMITH, WALTER DOUGLAS GARLAND, III, JAMES TERRY PENDLEY, JOINTLY OR SEVERALLY

of BROOKHAVEN 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 Altorney(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. INSURANCE COMPANY:

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 it 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 21st day of AUGUST A.D., 2024.

affixed this 21st day of AUGUST A.D., 2024 .

Corporate Seals Affixed State of Ohlo

County of Medina 55.3

WILLIONAL W SEAL

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Gary W. Stumper, National Surety Leader and Senior Executive

On this 21st day of AUGUST 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 Ohlo 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 tuil 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 A.D.,







Frank A. Carrino, Secretary

CONTRACTOR SECTION 3 PLAN

(Anding Construction Services) agrees to implement affirmative steps to comply with the Section 3 requirements set forth at 24 CFR 75 directed at increasing the utilization of lower income residents and businesses within the City or County of Madison County.

A.	To implement Section 3 requirements by seeking the assistance of local officials in
	determining the exact boundaries of the applicable project area

- B. To attempt to recruit from within the City/County the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exits
- D. To insert this Section 3 plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals
- E. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities
- F. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.
- G. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan
- H. To list all permanent workforce for this project by job title
- I. To list all projected workforce needs for this project by job classification and time frame for potential hire.

As officers and representatives of Anding Construction Services. We, the undersigned, have read and fully agree to the above and become a party to the full implementation of this program.

President

Title

Title

Signature

7/11

Delta



CERTIFICATE OF LIABILITY INSURANCE

7/9/2025

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

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

PRODUCER Higginbotham Insurance Agen	hotham Insurance Agency Inc.				
315 S Jackson St.	oy, mo.	PHONE (A/C, No, Ext): 601-823-4927	FAX (A/C, No):		
Brookhaven MS 39601		E-MAIL ADDRESS: KBarrett@higginbotham.net			
		INSURER(S) AFFORDING COVERA	3E	NAIC#	
INSURED		INSURER A: Employers Mutual Casualty Comp	any 2	21415	
Anding Construction Services,	JASOAND-01 LLC	INSURER B: The Ohio Casualty Insurance Com	pany 2	24074	
104 Noble Dr		INSURER C: LUBA Casualty Insurance Compar	ıy	12472	
Brookhaven MS 39601		INSURER D:			
		INSURER E :			
001:50	· · · · · · · · · · · · · · · · · · ·	INSURER F:			
COVERAGES	CERTIFICATE NUMBER: 1266240327	DEMOIONA	UMBED		

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		SUBR		POLICY EFF	POLICY EXP		
Α	X COMMERCIAL GENERAL LIABILITY	Y	Y	6D24596	(MM/DD/YYYY) 9/1/2024	9/1/2025	EACH OCCURRENCE	
	CLAIMS-MADE X OCCUR				37.02-0	07 172020	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
1	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							\$
Α	AUTOMOBILE LIABILITY	Y	Υ	6F24596	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO OWNED Y SCHEDULED	İ					BOD!LY INJURY (Per person)	\$
	AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
Α	X UMBRELLA LIAB X COCUP							\$
^		Y	Y	6J24596	9/1/2024	9/1/2025	EACH OCCURRENCE	\$1,000,000
-	EXCESS LIAB CLAIMS-MADE		l				AGGREGATE	\$
- C	DED X RETENTION \$ 10,000 WORKERS COMPENSATION							\$
·].	AND EMPLOYERS' LIABILITY		۲	028000023561125	2/16/2025	2/16/2026	X PER OTH- STATUTE ER	
- 14	OFFICERMEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH) If yes, describe under	i	1				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
!	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
В .	IM-Leased/Rented Equip. Installation Floater Hired Auto Physical Damage			6C24596 BM066341143 6F24596	9/1/2024 6/30/2025 9/1/2024		275,000 2,000,000	1,000 5,000 100,000
DESCI	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE	0 (4)						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Jason & Staci Anding are excluded officers on the workers comp policy.

CDBG FY 2023 — West Madison County Sanitary Sewer Rehabilitation Project WEI#22300.000

Certificate holder and engineer, Waggoner are listed as additional insured as required by written contract.

CERTIFICATE HOLDER		CANCELLATION
	Y	- CANOLLEA HON

Madison County Bard of Supervisors 146 W Center St Canton MS 39046 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

James &

CERTIFICATE OF SUFFICIENCY

l,	, Chief Legal Officer for the MADISON COUNTY BOARD
OF SUPERVISORS, do hereby certify	that I have examined the agreement, contract bonds and
evidence of insurance offered by the	Contractor and I am of the opinion that each of the aforesaid
documents is adequate and sufficier	nt and has been duly executed by the proper parties thereto
acting through their duly authorized i	representatives; that said representatives have full power and
authority to execute said documents	on behalf of the respective parties named thereon; and that
the foregoing documents constitute v	valid and legally binding obligations upon the parties executing
the same in accordance with terms, c	onditions and provisions thereof.
	(Signature)
	Name:
	Date: