

## CONTRACT

This Contract made and entered into by and between

H & H Electrical LLC

P O Box 687

Pelahatchie, MS 39145

hereinafter called Contractor, and The City of Vicksburg, hereinafter called the City.

### WITNESSETH:

That for and in consideration of the mutual benefits and advantages each to the other, as hereinafter set forth, the parties agree as follows:

1. That the Advertisement for Bids, the Instructions to Bidders, the Contractor's Proposal and Proposal forms, the Office of State Aid Road and Bridge Construction Specifications, the Supplemental General Conditions, the General Conditions, the Special Provisions, the Bid Bond, the Performance Bond, the Payment Bond, the Contract Drawings, the Notice of Award, the Notice to Proceed and addenda (if any) for **CITY OF VICKSBURG – KEY CITY PARK LIGHTING IMPROVEMENTS PROJECT (FIELD #3)**, including any and all subsequent Change Orders or Supplemental Agreements for the work to be done, are hereby made a part of this Contract by reference as if fully and completely set forth herein.

2. That the work to be done, more specifically disclosed by said plans and specifications, and other contract documents, the immediate construction of which is covered by this Contract, is **certain lighting improvements at Key City Park**, described as follows:

**Supplying all labor and materials (as specified) necessary for the construction of CITY OF VICKSBURG – KEY CITY PARK LIGHTING IMPROVEMENTS PROJECT (FIELD #3), in Vicksburg, Mississippi.**

3. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in a good and workmanlike manner, strictly in accordance with said plans and specifications, special provisions, and other contract documents and requirements of the City, and in accordance with laws of the State of Mississippi and the City of Vicksburg and applicable Federal laws and regulations, for which The City hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the total value of the Work complete in place, computed by multiplying the final quantities of each item of work by the contract unit prices therefore as stated in the proposal, attached hereto and made a part hereof, the sum of \$415,500.00

Four Hundred Fifteen Thousand Five Hundred Dollars and no cents

(Amount in words)

plus the amount of any supplemental agreements and force accounts for extra work authorized and performed, as full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.

4. The Contractor agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against the City by reason of any claims for damages growing out of the performance of this Contract as a result of negligence on the part of the Contractor. When required by the Special Provisions, the Contractor shall furnish the City with an Owner's Protective Liability Insurance Policy in such limits as are required showing the City as the named insured.

City of Vicksburg  
Key City Park Lighting  
Improvements Project (Field #3)

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Vicksburg, Mississippi  
Neel-Schaffer, Inc.

5. The Contractor will commence work required by the Contract Documents on or before the date specified in the Notice to Proceed and will complete the work within the contract time specified in the General Conditions. The Contractor further agrees to pay as liquidated damages the sum of \$300.00 for each consecutive calendar day thereafter as provided in the Contract Documents.

6. That the Contract may be annulled by the City for any reasons set forth in Section S-108 of the Mississippi Standard Specifications for State Aid Road and Bridge Construction, 2024 Edition.

7. Subcontractors will comply with all applicable laws and regulations pertinent to this Contract, the same as the Contractor.

8. 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 for the sum of  
100% of the approved bid of \$415,500.00.

9. Attached hereto and made a part of this Contract is a performance bond executed by a surety company doing business in the State of Mississippi for the sum of  
100% of the approved bid of \$415,500.00.

10. This Contract shall be executed in five (5) copies, each of which shall be deemed an original on the date written below.

IN WITNESS WHEREFORE the parties hereto have filed their signatures this

2<sup>nd</sup> day of

the February, 2026.

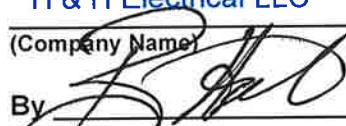
CONTRACTOR

H & H Electrical LLC

(Company Name)

By

Title

Partner

ATTEST:

CITY OF VICKSBURG

By \_\_\_\_\_  
Clerk

By \_\_\_\_\_  
Willis T. Thompson, Mayor

## PARTNERSHIP CERTIFICATE

STATE OF MISSISSIPPI  
COUNTY OF Rankin

On this the 16 day of Jan, 2026, before me personally appeared Brian Hall, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of H B H Electrical LLC; that said firm consists of himself and Kevin Hall; and that he executed the foregoing instrument on behalf of said firm for uses and purposes stated herein.

Notary Public in and for the  
County of Rankin  
State of MISSISSIPPI

(NOTARIAL SEAL)



My Commission Expires: 2/14/28

*Brandi Upton*

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS:** that

H&H Electrical LLC

(Name of Contractor)

PO Box 687 Pelahatchie, MS 39145

(Address of Contractor)

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

GraniteRE, Inc

(Name of Surety)

14001 Quailbrook Drive Oklahoma City, OK 73134

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Vicksburg 1401 Walnut Street Vicksburg, MS 39180 hereinafter called OWNER, in the penal sum of Four hundred fifteen thousand five hundred Dollars, \$(415,500.00) 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 2<sup>nd</sup> day of February , 2026 a copy of which is hereto attached and made a part hereof for the construction of:

**CITY OF VICKSBURG – KEY CITY PARK LIGHTING IMPROVEMENTS PROJECT (FIELD #3)**

**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 all 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 agrees that no change, extension of time, alteration or addition to the terms of the contract or to **WORK** to be performed hereunder or the **SPECIFICATIONS** accompanying the same shall in any way affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the 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 be unsatisfied.

**IN WITNESS WHEREOF,** this instrument is executed in 5 counterparts, each one of which shall be deemed an original, this the 2<sup>nd</sup> day of February, 2026.

ATTEST:

  
(Principal) Secretary

BY:

  
Principal

(SEAL)

  
(Witness as to Principal)



  
Kent

ATTEST:

  
(Surety) Secretary

GraniteRE, Inc.

Surety

(SEAL)

  
Witness as to Surety

BY:

  
Attorney-in Fact

PO Box 399

PO Box 399

(Address)

(Address)

Brandon, MS 39043

Brandon, MS 39043

NOTE: Date of **BOND** must not be prior to date of Contract.

If **CONTRACTOR** is partnership, all partners shall execute **BOND**.

**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.

GRANITE RE, INC.  
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

BRIAN J. VICKERS; STEVEN D. WALLACE; ANNA S. CHANDLER; KIMBERLY S. DERRICK its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

BRIAN J. VICKERS; STEVEN D. WALLACE; ANNA S. CHANDLER; KIMBERLY S. DERRICK may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31<sup>st</sup> day of July, 2023.



STATE OF OKLAHOMA )  
                         ) SS:  
COUNTY OF OKLAHOMA )

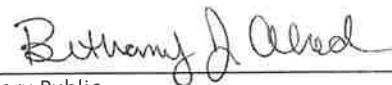
  
Kenneth D. Whittington, President

  
Kyle P. McDonald, Assistant Secretary

On this 31<sup>st</sup> day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2027  
Commission #: 11003620



  
Bethany J. Alred  
Notary Public

GRANITE RE, INC.  
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced, provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



  
Kyle P. McDonald, Assistant Secretary

## PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS:** that

H&H Electrical LLC

(Name of Contractor)

PO Box 687

Pelahatchie, MS 39145

(Address of Contractor)

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

GraniteRE, Inc

(Name of Surety)

14001 Quailbrook Dr

Oklahoma City, OK 73134

(Address of Surety)

City of Vicksburg

hereinafter called Surety, are held and firmly bound unto 1401 Walnut Street Vicksburg, MS 39180 hereinafter called OWNER, in the penal sum of Four hundred fifteen thousand five hundred Dollars, \$ (415,500.00) 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, date 2<sup>nd</sup> day of February, 2026, a copy of which is hereto attached and made a part hereof for the construction of:

**CITY OF VICKSBURG – KEY CITY PARK LIGHTING IMPROVEMENTS PROJECT (FIELD #3)**

**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 agrees that no change, extension of time, alteration or addition to the terms of the contract or to **WORK** to be performed hereunder or the **SPECIFICATIONS** accompanying the same shall in any way affect its obligation on this **BOND**, and it does

City of Vicksburg

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Vicksburg, Mississippi

Key City Park Lighting

Neel-Schaffer, Inc.

Improvements Project (Field #3)

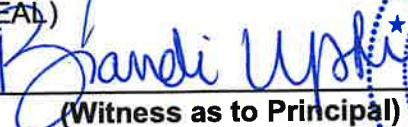
hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the **WORK** or to the **SPECIFICATIONS**.

**PROVIDED, FURTHER**, that no final settlement between the **OWNER** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF**, this instrument is executed in 5 counterparts, each one of which shall be deemed an original, this the 2<sup>nd</sup> day of February, 2026.

**ATTEST:**

  
(Principal) Secretary

(SEAL)  
  
(Witness as to Principal)



**ATTEST:**

BY:

  
Principal



**ATTEST:**

  
(Surety) Secretary

GraniteRE, Inc.

Surety

(SEAL)

  
Witness as to Surety

BY   
Attorney-in Fact

PO Box 399  
(Address)  
Brandon, MS 39043

PO Box 399  
(Address)  
Brandon, MS 39043

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**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

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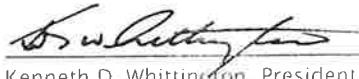
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

BRIAN J. VICKERS; STEVEN D. WALLACE; ANNA S. CHANDLER; KIMBERLY S. DERRICK may lawfully do in the premises by virtue of these presents.

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STATE OF OKLAHOMA )  
                          )  
                          ) SS:  
COUNTY OF OKLAHOMA )



  
Kenneth D. Whittington, President

  
Kyle P. McDonald, Assistant Secretary

On this 31<sup>st</sup> day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2027  
Commission #: 11003620



  
Notary Public

GRANITE RE, INC.  
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this  
\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.



  
Kyle P. McDonald, Assistant Secretary



## CERTIFICATE OF LIABILITY INSURANCE

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  
Insurance Associates of Rankin County  
308 E. Government St.  
Brandon, MS 39042

CONTACT NAME:  
PHONE (A/C, No. Ext): (601) 825-5242  
E-MAIL ADDRESS: info@insassociate.com  
FAX (A/C, No): (601) 825-5409

INSURER(S) AFFORDING COVERAGE  
INSURER A: Builders Mutual Ins Co NAIC # 10844  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

INSURED  
H & H Electrical, LLC  
Brian Hall  
PO Box 687  
Pelahatchie, MS 39145

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD/WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CPP0097449	8/17/2025	8/17/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex/occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE, \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: General Aggregate Limit \$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CAP0037820	8/17/2025	8/17/2026	COMBINED SINGLE LIMIT (Ex/accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 10,000		MUB0034593	8/17/2025	8/17/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		PWC1017176-02	3/23/2025	3/23/2026	X PER STATUTE \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property		CPP0097449	8/17/2025	8/17/2026	Property
A	Equipment Floater		CPP0097449	8/17/2025	8/17/2026	Equipment Floater

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

## CERTIFICATE HOLDER

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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