

**SECTION 00500**

**AGREEMENT**

**DIAMONDHEAD ROADWAY IMPROVEMENTS – PHASE 2**

**for  
THE CITY OF DIAMONDHEAD**

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, by and between THE CITY OF DIAMONDHEAD, hereinafter called the OWNER, and WARREN PAVING INC., hereinafter called the CONTRACTOR.

The OWNER and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. WORK**

The CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for the Diamondhead Roadway Improvements. The Work is generally described as follows:

The Contract Work consists of Asphalt overlay on approximately 3.5 miles of roadway. The project work shall include construction of all roads and furnishing of all equipment required to complete, test, and make ready all roadways for use by the Owner, and establishment of vegetation, as specified in the Contract Documents.

**ARTICLE 2. ENGINEER**

The Project has been designed by Digital Engineering & Imaging Inc., who is hereinafter called the ENGINEER and who will assume all duties and responsibilities and have the rights and authority assigned to the ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3. CONTRACT TIME**

3.1 The Work will be substantially completed within 45 calendar days from the date when the Contract Time commences to run, as provided in Paragraph 2.03 of the General Conditions.

3.2 Liquidated Damages will apply to this Project. The OWNER and the CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the Work is not completed within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The OWNER AND CONTRACTOR also recognize the delays, expense, and difficulties involved in proving the actual losses suffered by the OWNER

if the Work is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that, as liquidated damages for delay (but not as a penalty), the CONTRACTOR shall pay to the OWNER the amount of Three Hundred and 00/100 dollars (\$300.00) for each calendar day that expires after the Contract Time specified in Paragraph 3.1 for Substantial Completion, until the Work is substantially complete.

#### **ARTICLE 4. CONTRACT PRICE**

- 4.1 The OWNER shall pay the CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the lump sum or unit prices presented in the approved Bid Form Schedule of Prices. The Total Base Bid Sum presented in the approved Bid Form Schedule of Prices is agreed to be:

FOUR HUNDRED FIFTY SEVEN THOUSAND AND FIFTY SIX dollars (\$ 457,056.13 ).

- 4.2 The parties expressly agree that the Contract Price is a stipulated sum.

#### **ARTICLE 5. PAYMENT PROCEDURES**

The CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions and Section 01152, "Requests for Payment," under the General Requirements Division. Applications for Payment will be processed by the ENGINEER as provided in same.

- 5.1 Progress payments shall be made monthly. The OWNER shall make monthly progress payments on the basis of the CONTRACTOR's Applications for Payment, as recommended by the ENGINEER, on or about the thirtieth (30th) day following receipt by the OWNER. Progress payments will be based upon estimated quantities of completed contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work on the last day of each month, or other mutually agreed regular monthly date ending the progress payment period.
- 5.2 Retainage will be withheld from progress payments. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as the ENGINEER shall determine, or the OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
- A. 95% of Work completed, with the balance being retainage.
  - B. 95% (with the balance being retainage) of material and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the OWNER as provided in paragraph 14.02 of the General Conditions).
  - C. On projects in which the Contract Price is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater, or on any contract with a subcontractor, regardless of

amount, five percent (5%) shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the ENGINEER's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned for distribution to the appropriate subcontractors and suppliers. After 50% completion, projects of this magnitude shall have a retainage withheld at the rate of two and one-half percent (2½%), provided that the project is on schedule and satisfactory in the ENGINEER's opinion.

D. Securities in Lieu of Retainage: Mississippi Law provides that in all public contracts the CONTRACTOR may withdraw the whole or any portion of the amount retained from payments due the CONTRACTOR by depositing an acceptable security with the City of Diamondhead Comptroller in an amount equal to the amount of retainage to be withdrawn. Securities may be in the form of:

1. U.S. Treasury Bonds
2. U.S. Treasury Notes
3. U.S. Treasury Certificates of Indebtedness
4. U.S. Treasury Bills
5. State of Mississippi Bond or Notes
6. Bonds of any political subdivision of the State of Mississippi
7. Certificates of deposit issued by commercial banks located in Mississippi and meeting additional criteria
8. Certificates of deposit issued by savings and loan associations located in the State of Mississippi and meeting additional criteria

The City Comptroller can advise Contractors of procedures for depositing securities. A letter of release from the Contractor's surety and a copy or copies of the City Comptroller's securities receipt covering the deposit of securities must be available before retainage will be released. Substitution of securities may be necessary from time to time because of maturities and increased withdrawal of retainage. Evidence of these transactions must be on file with the City Comptroller in the amount of securities required. The City Comptroller will accept additional securities for a project and accept the substitution for securities already on deposit, but will not release securities without written notification to do so by resolution of the OWNER's governing council.

5.3 Retainage will be released on progress payments as prescribed in Section 00700 Paragraph 14.07, General Conditions, and Section 01152 "Requests for Payment," under the General Requirements Division. The balance of retainage, less such amounts as the ENGINEER shall determine, or the OWNER may withhold, for incomplete items in accordance with paragraph 14.02 of the General Conditions, will be released upon any of the following occurrences:

1. Occupancy by the OWNER.
2. Substantially complete as recommended by the ENGINEER and approved by the OWNER; or
3. Final Acceptance.

Final Acceptance and Final Payment shall be made upon the final completion of all Work and upon completion of the lists of items (if any) to be completed or corrected

which accompanied the Certificate of Substantial Completion. The CONTRACTOR may request a final inspection and may make a final Application for Payment, as provided above, and shall be approved upon issuance of the OWNER's Certificate of Final Acceptance. Final Acceptance of the Work, based upon the Certificate of Final Acceptance, shall be by resolution of the OWNER's governing council.

#### **ARTICLE 6. CONTRACTOR'S REPRESENTATIONS**

In order to induce the OWNER to enter into this Agreement, the CONTRACTOR makes the following representations:

- 6.1 that the CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, all local conditions and law and regulations that in any manner may affect the cost, progress, performance, or finishing of the Work; and
- 6.2 that the CONTRACTOR has studied carefully all the reports of explorations, tests of subsurface physical conditions, and drawings of physical conditions which are identified in the Supplementary Conditions, as provided in Paragraph 4.02 of the General Conditions, and accepts the determination set forth in Paragraph SC-4.2.1 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which the CONTRACTOR is entitled to rely; and
- 6.3 that the CONTRACTOR has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to or to supplement those referred to in Paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance, or furnishing of the Work as the CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.02 of the General Conditions. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, the CONTRACTOR has or will obtain or perform at no additional cost to the OWNER such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by the CONTRACTOR for such purposes; and
- 6.4 that the CONTRACTOR has given the ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that the CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the ENGINEER is acceptable to the CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 7. CONTRACT DOCUMENTS**

In addition to this Agreement, the Contract Documents shall include the Plans, consisting of Sheets 1 through 200, and the Specifications, consisting of Divisions 00 through 16 and Appendices, dated May 2020, and bearing the general title given below:

**CITY OF DIAMONDHEAD  
DIAMONDHEAD ROADWAY IMPROVEMENTS – PHASE 2**

There are no Contract Documents other than those listed above in this Article 7. The Contract may only be amended, modified or supplemented as provided for in the General Conditions and approved by the City of Diamondhead Council.

**ARTICLE 8. MISCELLANEOUS PROVISIONS**

- 8.1 The terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions, as modified in the Supplementary Conditions.
- 8.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 The OWNER and the CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 The CONTRACTOR shall pay promptly, before final payment, any and all claims or liens incurred in and about this Work and shall execute a final receipt form.
- 8.5 This Agreement shall be governed by the laws of the State of Mississippi.

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR have signed this Agreement. All portions of the Contract Documents have been signed or identified by the OWNER and the CONTRACTOR or by the ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_\_.

OWNER: CITY OF DIAMONDHEAD

CONTRACTOR: WARREN PAVING INC.

By: \_\_\_\_\_

By: Warren Paving Inc. \_\_\_\_\_

Title: \_\_\_\_\_

Title: Project Manager \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

[SEAL]

[SEAL]



Owner Address for giving notices:

Contractor Address for giving notices:

CITY OF DIAMONDHEAD

Warren Paving, Inc.

5000 DIAMONDEAD CIRCLE

P.O. Box 572

DIAMONDHEAD, MS 39525

Hattiesburg, MS 39403

Contractor's Mississippi Certificate of Responsibility No.:

02932-SC

If the CONTRACTOR is a corporation, attach evidence of authority to sign, as required in Section 00485.

DIAMONDHEAD ROADWAY IMPROVEMENTS - PHASE 2  
BID FORM

Bid Date: June 5, 2020

Schedule of Bid Items - BASE BID					
ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	10,000.00	10,000.00
2	PRE-CONSTRUCTION VIDEO	LS	1	263.75	263.75
3	CONSTRUCTION LAYOUT	LS	1	1582.50	1582.50
4	MAINTENANCE OF TRAFFIC	LS	1	5230.37	5230.37
5	CLEAN-UP, DRESSING & SODDING	LS	1	4747.50	4747.50
6	PROJECT SIGN	EA	1	263.75	263.75
7	ASPHALTIC CONCRETE PAVEMENT, 1-1/2" OVERLAY	SY	52,749	7.84	413,552.16
8	PLASTIC PVM'T STRIPING (24" WIDTH) (THERMOPLASTIC 125 MIL)(STOP BAR)	LF	150	8.82	1323.00
9	PLASTIC PVM'T STRIPING (YELLOW SOLID DOUBLE LINE)(4" WIDTH) (THERMOPLASTIC 90 MIL)	LF	2,595	1.11	2880.45
10	PLASTIC PVM'T STRIPING (WHITE SOLID LINE)(4" WIDTH) (THERMOPLASTIC 90 MIL)	LF	4,815	1.11	5344.65
TOTAL BASE BID UNIT PRICE SUM				\$	445,188.13

TOTAL PROJECT BASE BID UNIT PRICE SUM (in words): \$ Four hundred forty five thousand one hundred eighty eight dollars and thirteen cents

ALTERNATE BID ITEM NO. 1 LEISURE TIME LANE					
ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT COST	TOTAL COST
A1-1	FINE GRADE EXISTING LIMESTONE	LS	100%	1000.00	1000.00
A1-2	HOT MIX ASPHALT, TYPE ST 19MM BASE COURSE (3" THICK)	SY	440	16.60	7304.00
A1-3	HOT MIX ASPHALT, TYPE ST 9.5MM SURFACE COURSE (1 1/2" THICK)	SY	440	8.10	3564.00
TOTAL ALTERNATE BID UNIT PRICE SUM				\$	11,868.00

TOTAL ALTERNATE BID UNIT PRICE SUM - (in words): \$ Eleven thousand eight hundred sixty eight dollars and zero cents

SECTION 00300

BID FORM

TO: CITY OF DIAMONDHEAD  
HANCOCK COUNTY, MISSISSIPPI

Date Submitted: June 5, 2020

The undersigned, as Bidder, hereby declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Plans and Specifications for the work and the Contract Documents relative thereto; that he has read all the General Conditions and Special Provisions furnished; and, that he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the above named Owner, in the form of a contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the construction of the project entitled:

DIAMONDHEAD ROADWAY IMPROVEMENTS - PHASE 2  
For  
THE CITY OF DIAMONDHEAD, HANCOCK COUNTY, MISSISSIPPI

in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents to the full and entire satisfaction of the Owner, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials, and incidentals as constitute the Bidder's obligations as described in the Specifications and any details not specifically mentioned, but evidently included in the Contract shall be compensated for in the item which most logically includes it.

The bid items listed on the Proposal sheet are generalized only for the purpose of comparing bids. Any differences between these items described and actual quantities and items required for construction shall not be taken as a basis for claims by the Contractor for extra compensation. The compensation will be based upon the lump sum or unit prices and actual construction quantities indicated in the Contract Documents, which include all Plans, Specifications, Bidding Documents and any other enclosed documents.

**BASE BID**

The Contract Work consists of improvements to approximately 3.5 miles of roadway in the City of Diamondhead, primarily in neighborhoods located north of I-10 and on the outside edges of the city. Road improvements include the following: Asphalt overlay on approximately 3.5 miles of roadway. The project work shall include construction of all roads and furnishing of all equipment required to complete, test, and make ready all roadways for use by the Owner, and establishment of vegetation, as specified in the Contract Documents.

## SELECTED EQUIPMENT AND SUPPLIERS

All Selected Equipment and Supplier items shall be bid according to the following:

1. The items of equipment listed in the Selected Equipment and Supplier Schedule (below) are designated as Selected Equipment and Supplier items to be furnished. The Bidder must base his Lump Sum Price or Unit Price on the Equipment and Supplier items as designated in this schedule and as described in the Specifications. If a substitute item is offered as a bid deduction, the name of the deductive Equipment or Supplier shall be entered in the Deductive Bid Items portion of this Bid Form, and the amount of the deduct shall be written in the provided spaces.
2. The Specifications and Drawings for this project have been developed using configurations, sizes, power requirements, finishes, etc., based on the listed Selected Equipment and Suppliers. Certain other equipment and suppliers may meet the specification requirements with changes or modifications to their standard equipment and redesign of structures, and electrical and mechanical systems. In such case, an item will only be accepted if such offered product is determined by the Owner or the Engineer to be at least equivalent to the product specified, and the cost of any redesign is covered as specified in Paragraph 6.A below.
3. Substitute equipment and suppliers named in the Bid Form will generally be deemed equivalent, provided that the substitute product is equivalent to or better than the product named and described in the Specifications in form, function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project design requirements will be made by the Owner based upon the recommendations of the Engineer.
4. The Base Bid Lump Sum Price or Base Bid Unit Price, as applicable, shall be based on the Selected Equipment and Supplier items.
5. Substitutes for the Selected Equipment and Supplier items will not be considered until after receipt of the Bidder's Proposal.
6. Design of this Project is based upon the Selected Equipment and Supplier's equipment or product as noted as in the preceding bid schedule. Should a Bidder propose to furnish other equipment and supplier items, he shall comply with the following:
  - A. The Bidder shall reimburse the Engineer through the Owner for any associated engineering costs for redesign and construction drawings generated by any dimensional, mechanical, electrical, and structural changes and requirements for the substitutes used. The Bidder, therefore, shall include in his bid for such substitute equipment and supplier items, all the additional engineering and construction costs (mechanical, architectural, structural, electrical, and equipment, material, or supplies). The bid for substitute equipment and supplier items shall also include any paid up licenses necessary for the use of the equipment, if required by the manufacturer.

B. Reimbursement for engineering redesign shall be based upon the Engineer's published hourly rates effective at the time of the review or redesign, plus any direct non-labor expenses such as travel, per diem, or reproduction services.

7. All materials and equipment specified for this project, and not identified in this Bid Form as substitutes or Deductive Bid Items, will be processed as normal submittals after the award of the Contract.

**TERMS AND ENDORSEMENTS**

The Bidder further proposes and agrees hereby to commence the work with an adequate workforce, plant, and equipment at the time stated in the notice to the Contractor from the Engineer to proceed, and to fully complete performance within 45 consecutive calendar days from and after the date stated in the Notice to Proceed.

The undersigned further agrees that, in case of failure on his part to execute the required Contract Agreement and Bonds within 15 consecutive calendar days after written notice being given of the Award of the Contract, the Bid Security in the amount of five percent (5%) of the bid accompanying this Proposal, and the monies payable thereon, shall be paid into the funds of the Owner, as liquidated damages for such failure; otherwise the Bid Security accompanying this Proposal shall be returned to the undersigned.

Attached hereto is a Certified Check or Bid Bond for the sum of 5% of Bid Amount  
(\$ 457,056.13 ), made payable in United States currency to the Owner, the City of Diamondhead, located in Hancock County, Mississippi.

CONTRACTOR Watson Paving Inc.  
By: [Signature]  
Title: Project Manager

Contractor Address: P.O. Box 2545  
Gulfport, MS 39505

Contractor Telephone No.: 228 896 8003

Certificate of Responsibility No. 02932-SC

Bidder acknowledges receipt of the following Addenda:

Addendum No. 1 dated June 1, 2020      Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_      Addendum No. \_\_\_\_\_ dated \_\_\_\_\_



ASPHALT CONTRACTORS & MINING

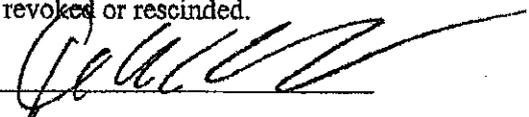
POST OFFICE BOX 572  
HATTIESBURG, MISSISSIPPI 39403  
TELEPHONE (601)544-7811 - FAX (601)544-2005

POST OFFICE BOX 2545  
GULFPORT, MISSISSIPPI 39503  
TELEPHONE (228)896-8003 - FAX (228)896-8155

Corporate Resolution 20200602-02

At the meeting of Directors of Warren Paving, Inc., duly noticed and held on June 2, 2020 at 4:30pm, quorum being there present, on motion duly made and seconded, it was resolved that Joel Moody, be and is hereby appointed, constituted and designated as agent and attorney-in-fact of the corporation with full power and authority to act on behalf of this corporation in all negotiations, bidding, concerns and transactions with the City of Diamondhead or any of its agencies, departments, employees or agents, including but not limited to, the execution of all bids, papers, documents, affidavits, bonds, sureties, contracts and acts and to receive and receipt therefor all orders and notices issued pursuant to the provisions of any such bid or contract, this corporation hereby ratifying, approving, confirming and accepting each and every such act performed by said agent and attorney-in-fact.

I hereby certify the foregoing to be a true and correct copy of an excerpt of the minutes of said corporation, and that the same has not revoked or rescinded.

  
SECRETARY

6-2-20  
DATE

[SEAL]

SECTION 00435

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

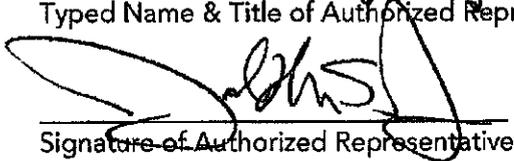
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under United States Code, Title 18, Sec. 1001, a false statement shall be fined as set under this title, imprisoned not more than 5 years or, if the offense involves international or domestic terrorism (as defined in section 2331), imprisoned not more than 8 years, or both. If the matter relates to an offense under chapter 109A, 109B, 110, or 117, or section 1591, then the term of imprisonment imposed under this section shall be not more than 8 years.

*Joel Moody Project Manager*

Typed Name & Title of Authorized Representative

  
Signature of Authorized Representative

*June 5, 2020*  
Date

I am unable to certify to the above statements. My explanation is attached.

SECTION 00450

NON-COLLUSION AFFIDAVIT

CITY OF DIAMONDHEAD

BEFORE ME, the undersigned authority, personally came and appeared, Joel Moudy who after being by me duly sworn and deposed

(Name)

said that he is the fully authorized Project Manager of Warren Paving Inc.

(Title)

(Name of Bidder)

(hereinafter referred to as bidder), the party who submitted a bid for the Diamondhead Roadway Improvements - Phase 2 was received by the City of Diamondhead on June 5, 2020 and said affiant further said:

- (1) The bidder employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for bidder, and
- (2) That no part of the contract price received by bidder was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the bidder whose services in connection with the construction of the public building or project were in the regular course of their duties for bidder.
- (3) Said bid is genuine and the bidder has not colluded, conspired, or agreed, directly or indirectly, with any other bidder to offer a sham or collusive bid.
- (4) Said bidder has not in any manner, directly or indirectly, agreed with any other person to fix the bid price of affiant or any other bidder, or to fix any overhead profit or cost element of said bid price, or that of any other bidder, or to induce any other person to refrain from bidding.
- (5) Said bid is not intended to secure an unfair advantage of benefit from the City of Diamondhead or in favor of any person interested in the proposed contract.
- (6) All statements contained in said bid are true and correct.
- (7) Neither affiant nor any member of his company has divulged information regarding said bid or any data relative thereto any other person, firm, or corporation.

\_\_\_\_\_  
City of Diamondhead Date

[Signature] June 5, 2020  
Contractor Date

\_\_\_\_\_  
Witness Date

[Signature] June 5, 2020  
Witness Date

**SECTION 00650**

**CERTIFICATE OF INSURANCE**

The Contractor shall furnish and attach to this sheet all Certificates of Insurance as required in Article 5 of the General Conditions, Section 00700, and Article SC-8 of the Supplementary Conditions, Section 00820, upon execution of the contract Agreement, and Section 00500.

SECTION 00610

PAYMENT BOND

Any singular reference to the Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Warren Paving, Inc.

P.O. Box 572

Hattiesburg, MS 39403

SURETY (Name and Principal Place of Business):

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

OWNER (Name and Address):

CITY OF DIAMONDHEAD

5000 DIAMONDHEAD CIRCLE

DIAMONDHEAD, MISSISSIPPI 39525

CONSTRUCTION CONTRACT:

Date:

Amount: FOUR HUNDRED FIFTY SEVEN THOUSAND AND FIFTY SIX DOLLARS

(\$ 457,056.13 ).

Description (Name and Location): Diamondhead Roadway Improvements - Phase 2 in the City of Diamondhead, Mississippi

BOND:

Date (Not earlier than Construction Contract Date)

Amount: Four Hundred Fifty Seven Thousand Fifty Six Dollars and 13/100--

Dollars (\$ 457,056.13 .00)

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL:

Company: Warren Paving, Inc. (Corp. Seal)

SURETY:

Company: Travelers Casualty and Surety Company of America (Corp. Seal)

Signature:

Name & Title: Belinda Project Manager

Signature:

Name & Title: Joshua T. Jones Attorney-In-Fact & Resident MS Agent

CONTRACTOR AS PRINCIPAL:

SURETY:

Company: \_\_\_\_\_ (Corp. Seal) Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_ Name & Title: \_\_\_\_\_

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants,
  - 2.2 Defends, indemnifies and hold harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with the Contractor:
    - A. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim starting, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    - B. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from

the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

- C. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, which is sufficient compliance.
  6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
    - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and that basis for challenging any amounts that are disputed.
    - 6.2 Pay or arrange for payment of any undisputed amounts.
  7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
  8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
  9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
  10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
  11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.2 or Clause 4.2.C; or, (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner, or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the Bond conflicting with said statutory or legal requirements shall be deemed deleted from this Bond and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent of this provision is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy of this Bond to be made.
15. Definition of terms used in this Bond:
  - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, material or equipment were furnished.
  - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

SECTION 00620  
PERFORMANCE BOND

Any singular reference to the Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Warren Paving, Inc.  
P.O. Box 572  
Hattiesburg, MS 39403

SURETY (Name and Principal Place of Business):

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

OWNER (Name and Address):

CITY OF DIAMONDHEAD  
5000 DIAMONDHEAD CIRCLE  
DIAMONDHEAD, MISSISSIPPI 39525

CONSTRUCTION CONTRACT:

Amount: FOUR HUNDRED FIFTY SEVEN THOUSAND AND FIFTY SIX DOLLARS  
(\$ 457,056.13 ).

Description (Name and Location): Diamondhead Roadway Improvements – Phase 2 in the  
City of Diamondhead, Mississippi

BOND:

Date (Not earlier than Construction Contract Date)

Amount: Four Hundred Fifty Seven Thousand Fifty Six Dollars and 13/100--  
Dollars (\$ 457,056.13 .00)

Modifications to this Bond Form:

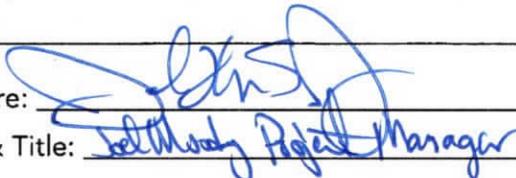
CONTRACTOR AS PRINCIPAL:

Company: Warren Paving, Inc. (Corp. Seal)

SURETY:

Company: Travelers Casualty and Surety Company of America (Corp. Seal)

Signature:

  
Name & Title: Anthony Royal Manager

Signature:

  
Name & Title: Joshua T. Jones Attorney-In-Fact & Resident MS Agent

CONTRACTOR AS PRINCIPAL:

SURETY:

Company: \_\_\_\_\_ (Corp. Seal) Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_ Name & Title: \_\_\_\_\_

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the Contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a Contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with Performance and Payment Bonds executed by a qualified Surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in

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Paragraph 6 in excess of the balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
- A. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment in this amount to the Owner; or
  - B. Deny liability in whole or in part and notify the Owner citing the reasons for such denial.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered, or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
- 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 6.2 Additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall

be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted from this Bond and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent of this provision is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definition of terms used in this Bond:
  - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
  - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Joshua T. Jones of Ridgeland, Mississippi**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

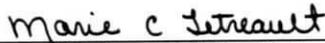
By:   
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

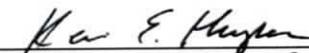
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this June-23 day of June, 2020



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**