

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Fifth (5th) day of April in the year Two Thousand Twenty-three (2023)
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

The City of Tupelo
Post Office Box 1485
71 East Troy Street (38804)
Tupelo, Mississippi 38802-1485
Telephone Number: (662) 841-6513
Fax Number: (662) 840-2075

and the Contractor:
(Name, legal status, address and other information)

Timmons Electric Co., LLC
4855 Cliff Gookin Boulevard
Tupelo, Mississippi 38801
Telephone Number: (662) 844-4053
Fax Number: (662) 620-0803

for the following Project:
(Name, location and detailed description)

Re-Bid
The City of Tupelo
Fairpark Restroom Pavilion
Tupelo, Mississippi
Bid Number 2023-013FP
PryorMorrow Project Number 2022507
Project Location: Fairpark, 71 East Troy Street, Tupelo, Mississippi 38804
Project Description: The project is a new restroom pavilion for The City of Tupelo located at Fairpark.

The Architect:
(Name, legal status, address and other information)

PryorMorrow PC
Post Office Box 7066
1150 South Green Street, Building 1, Suite F (38804)
Tupelo, Mississippi 38802-7066
Telephone Number: (662) 840-8062
Fax Number: (662) 840-8092

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Architect on behalf of the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

Not later than One hundred fifty (150) calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Not applicable.	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Sixteen Thousand Six Hundred Forty-eight Dollars and Twenty-three Cents (\$ 316,648.23), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Not applicable.	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
Not applicable.		

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
(1) Allowance for latent conditions	\$15,000.00
(2) Allowance for purchase and delivery of face brick	\$550.00 per thousand
(3) Allowance for Best cylinders and cores keyed to the Owner's specifications and installation of permanent cores by Best representatives	\$1,500.00
(4) Allowance for exterior door signage	\$1,000.00
(5) Allowance for finish hardware and electronic locking devices and controls	\$10,000.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Not applicable.		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

The Owner will deduct \$150.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Not applicable.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. ~~as follows~~

~~§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment.~~

The Contractor's Applications for Payment shall be submitted on or before the fifteenth (15th) day of each month. Any application not submitted on or before this date may not be processed or certified until the following month.

Subject to the conditions of the Contract, the Owner shall make payment to the Contractor in the amount certified within thirty (30) days after receipt of the certified Application for Payment from the Architect. Payment shall not be considered late until thirty (30) days after the Owner's receipt of the certified Application for Payment from the Architect.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;

Init.

- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%).

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Not applicable.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Retainage shall be five percent (5%) of the contract sum. Until final payment, the Owner will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. Retainage may be reduced on public projects (as defined by the Mississippi Code Annotated § 31-3-1) in accordance with the provisions of the Mississippi Code Annotated § 31-5-33. On private projects, retainage will not be reduced prior to final payment.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

Refer to § 5.1.7.2.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment. ~~as follows~~

Init.

§ 5.3 Interest

~~Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

All payments or monies owed the Contractor shall be paid when due and payable under the terms of the Contract. If they are not paid within Forty-five (45) calendar days from the day they were due and payable, then they shall bear interest from the due date until paid at the rate of One percent (1%) per month until fully paid.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

Not applicable.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Neal McCoy
Executive Director
Tupelo Convention and Visitors Bureau
Post Office Drawer 47
399 East Main Street (38804)
Tupelo, Mississippi 38802-0047
Telephone Number: (662) 841-6521
Fax Number: (662) 841-6558

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Mike Timmons
Managing Member
Timmons Electric Co., LLC
or the individual(s) designated by Mr. Timmons
4855 Cliff Gookin Boulevard
Tupelo, Mississippi 38801
Telephone Number: (662) 844-4053
Fax Number: (662) 620-0803

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Not applicable.

§ 8.7 Other provisions:

Not applicable.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

Not applicable.

- .5 Drawings

Number	Title	Date
Refer to the attached Exhibit "B."		

- .6 Specifications

Section	Title	Date	Pages
Refer to the attached Exhibit "A."			

- .7 Addenda, if any:

Number	Date	Pages
(1) Addendum Number 1	February 24, 2023	Two (2)
(2) Addendum Number 2	March 16, 2023	Five (5)

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Project Manual	Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion	February 13, 2023	Sections 00 01 10 – 01 78 36

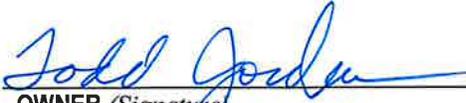
- .9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

(1) Exhibit "C": Proposal Form/Bid Package dated March 21, 2023, and submitted by Timmons Electric Co., LLC.

(2) Exhibit "D": Mandatory addendum to all contracts with The City of Tupelo dated August 2019 and

provided to the Architect by Ben Logan, Attorney for The City of Tupelo.

This Agreement entered into as of the day and year first written above.


OWNER (Signature)
Todd Jordan, Mayor
(Printed name and title)


CONTRACTOR (Signature)
Mike Timmons, Managing Member
(Printed name and title)

EXHIBIT "A"

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

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Section 01 14 00	Work Restrictions
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Section 01 29 00	Payment Procedures
Section 01 29 00A	Affidavit Certifying Payment to All Subcontractors
Section 01 29 10	Weather Delays
Section 01 32 00	Construction Progress Documentation
Section 01 33 00	Submittal Procedures
Section 01 41 00	Regulatory Requirements
Section 01 52 00	Construction Facilities
Section 01 56 26	Temporary Fencing (Chain Link)
Section 01 56 26	Temporary Fencing (Plastic)
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Section 01 73 00	Execution
Section 01 74 00	Cleaning and Waste Management
Section 01 75 00	Starting and Adjusting
Section 01 78 00	Closeout Submittals
Section 01 78 36	Warranties

EXHIBIT "A"

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

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None

DIVISION 3 – CONCRETE

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Section 04 05 23	Masonry Reinforcement and Accessories
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DIVISION 6 – WOOD AND PLASTICS

Section 06 10 00	Rough Carpentry
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Section 07 27 26	Fluid-Applied Membrane Air Barriers
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EXHIBIT "A"

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

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Section 10 28 13 Toilet Accessories

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DIVISION 12 – FURNISHINGS

None

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Section 22 05 53 Identification for Plumbing Piping and Equipment
Section 22 07 19 Plumbing Piping Insulation
Section 22 11 16 Domestic Water Piping
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EXHIBIT "A"

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

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Section 23 07 19	HVAC Piping Insulation
Section 23 08 00	Field Verification of HVAC Systems
Section 23 23 00	Refrigerant Piping
Section 23 31 13	Metal Ducts
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Section 23 41 00	Particulate Air Filtration
Section 23 81 27	Ductless Split-System Air-Conditioning Units
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Section 26 28 16	Enclosed Switches and Circuit Breakers
Section 26 51 00	Interior Lighting
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DIVISION 27 – COMMUNICATIONS

Section 27 13 00	Communications Backbone Cabling
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DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

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Section 31 22 13	Rough Grading
Section 31 22 19	Finish Grading
Section 31 23 00	Excavation and Fill
Section 31 25 00	Erosion and Sedimentation Controls
Section 31 31 16	Termite Control

EXHIBIT "A"

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

DIVISION 32 – EXTERIOR IMPROVEMENTS

Section 32 92 23 Sodding

DIVISION 33 – UTILITIES

Section 33 40 00 Storm Drainage Utilities

DIVISION 34 – TRANSPORTATION

None

DIVISION 35 – WATERWAY AND MARINE CONSTRUCTION

None

DIVISION 40 – PROCESS INTERCONNECTIONS

None

DIVISION 41 – MATERIAL PROCESSING AND HANDLING EQUIPMENT

None

DIVISION 42 – PROCESS HEATING, COOLING, AND DRYING EQUIPMENT

None

DIVISION 43 – PROCESS GAS AND LIQUID HANDLING, PURIFICATION, AND STORAGE EQUIPMENT

None

DIVISION 44 – POLLUTION AND WASTE CONTROL EQUIPMENT

None

DIVISION 45 – INDUSTRY-SPECIFIC MANUFACTURING EQUIPMENT

None

DIVISION 46 – WATER AND WASTEWATER EQUIPMENT

None

DIVISION 48 – ELECTRICAL POWER GENERATION

None

EXHIBIT "A"

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

APPENDIX

Appendix "A" Mandatory Addendum, Owner-Contractor Agreement

END OF SECTION

EXHIBIT "B"

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

SECTION 00 01 15 LIST OF DRAWING SHEETS

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G1.1 Title Sheet

Civil

C1.1 Existing Topo and Demolition Sheet

C1.2 Site Layout Sheet

C1.3 Grading and Erosion Control Sheet

C1.4 Drainage and Utility Sheet

C1.5 Erosion Control Details Sheet

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S2.0 Foundation Plan and Details

S3.0 Ceiling Framing Plan and Details

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A1.1 Floor Plan, Reflected Ceiling Plan, and Roof Plan

A2.1 Exterior Elevations

A2.2 Exterior Elevations

A3.1 Building Sections and Wall Section

A3.2 Building Sections

A3.3 Wall Sections and Details

A3.4 Wall Section and Details

A3.5 Details

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EXHIBIT "B"

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

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P1.1 Plumbing Floor Plan

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E5.1 Electrical Panelboard Schedule

END OF SECTION

EXHIBIT "C"

#5087

2202507 The City of Tupelo, Fairpark Restroom Pavilion
(REBID)

Received March 21, 2023 1:58pm CDT

Timmons Electric Co., LLC

Certificate of Resp # 21683-MC

Contact Mike Timmons
Address 4855 Cliff Gookin Blvd
Tupelo, MS 38801
Phone 662-844-4053
Email timmonselectric@comcast.net

Attachments

-  Bid Bond Email.jpg (421.2 KB)
-  Bid Form.pdf (126.1 KB)
-  COI Tupelo.pdf (287.6 KB)
-  Power of Attorney.pdf (622.4 KB)

EXHIBIT "C"

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

SECTION 00 41 13

BID FORM

Tuesday, March 21, 2023

Certificate of Responsibility Number: 21683-MC

Proposal of: Timmons Electric Co., LLC

Project: Re-Bid
The City of Tupelo
Fairpark Restroom Pavilion
Tupelo, Mississippi
Bid Number 2023-013FP
PryorMorrow Project Number 2022507

Owner: The City of Tupelo
Post Office Box 1485
71 East Troy Street (38804)
Tupelo, Mississippi 38802-1485

The receipt of the following Addenda to the Contract Documents is hereby acknowledged:

Addendum No. 1 Date 2/24/23 Pages: 2 Addendum No. ___ Date ___ Pages: ___

Addendum No. 2 Date 3/16/23 Pages: 5 Addendum No. ___ Date ___ Pages: ___

Addendum No. ___ Date ___ Pages: ___ Addendum No. ___ Date ___ Pages: ___

Having carefully examined the Contract Documents entitled *Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion*, prepared by PryorMorrow PC, and dated February 13, 2023, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials, and services required by the Contract Documents for the work described as follows:

BASE BID: Complete construction on an Owner-prepared site as indicated in the Contract Documents.

THREE HUNDRED SIXTEEN THOUSAND SIX HUNDRED DOLLARS (\$ 316,648.²³)
FOUR EIGHT DOLLARS + 23/100

SUBSTANTIAL COMPLETION: Time is an important consideration on the project. The project shall be substantially complete within one hundred fifty (150) calendar days from the date of the Notice to Proceed.

LIQUIDATED DAMAGES: The Owner will deduct \$150.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion is reached.

CHANGES TO THE WORK: The cost or credit to the Owner resulting from a change in the work shall be determined by mutual acceptance of a lump sum representing the Contractor's cost of the work (which is properly itemized and supported by sufficient substantiating data to permit evaluation) and a fixed

EXHIBIT "C"

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

percentage fee. The undersigned proposed a fixed percentage fee of 8 % for changes that add to, or increase, the scope of work and 0 % for changes that reduce the scope of work. Refer to Section 00 73 00, 7.3.11.

The Contractor represents that it has (1) examined all available records and data furnished by the Owner and the Architect and has from such examination informed itself fully concerning all surface conditions in connection with the work and the services to be performed hereunder, (2) determined that the site of the work is satisfactory in all respects for the work, and (3) read the Contract Documents and is fully cognizant of and is familiar with all of the terms and conditions thereof.

Respectfully Submitted:

Signed:

Mike Timmons

Print Name:

Mike Timmons

Title:

Managing Member

Address:

4855 Cliff Gookin Blvd, Tupelo, MS 38801

*If the bidder is a corporation, write the State of Incorporated under the signature. If the bidder is a partnership, show the names of all partners.

Note: The bidder's Certificate of Responsibility number is required on the outside of the envelope that contains the proposal of the bidder.

END OF SECTION



EXHIBIT "C" CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/21/2023

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 Renasant Insurance, Inc. 315 W. Main Street P. O. Box 1808 Tupelo MS 38802	CONTACT NAME: Kim Roberts PHONE (A/C, No, Ext): (662) 842-1321 FAX (A/C, No): (662) 842-1433 E-MAIL ADDRESS: kroberts@renasant.com														
INSURED Timmons Electric Co., LLC. 4855 Cliff Gookin Blvd. Tupelo MS 38801	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Tri-State Insurance Co of Minnesota</td> <td>31003</td> </tr> <tr> <td>INSURER B : Wesco Insurance Company</td> <td>25011</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Tri-State Insurance Co of Minnesota	31003	INSURER B : Wesco Insurance Company	25011	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: MASTER WC/GL 22' REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ADV4474086	06/13/2022	06/13/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	WWC3622820	01/08/2023	01/08/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER City of Tupelo 71 E Troy Street Tupelo MS 38804	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

EXHIBIT "C"

From: Sam Derby <sderby@fcci-group.com>

Sent: Friday, March 17, 2023 2:28 PM

To: Dennis Hall <DHall@renasant.com>

Subject: [EXTERNAL] TIMMONS ELECTRIC - FAST LANE SUBMISSION - 3/21/23 BID BOND NEED - \$315M - CITY OF TUPELO - FAIRPARK - FCCI OFFER OF SURETY SUPPORT

Importance: High

Good afternoon.

Thank you for the update.

Bid bond approved.

CONDITIONS

If low bidder and awarded the contract:

- **A flat 3% rate will be charged on the total contract value.**
- **We will obtain a properly executed FCCI Indemnity Agreement which will include Timmons' corporate indemnity and Mike Timmons' personal indemnity prior to the release of the performance and payment bonds.**
- **All additional bonded work will be considered on a job-by-job basis.**

Sam Derby

Regional Contract Surety Manager

FCCI Insurance Group

1020 Highland Colony Parkway

Suite 800

Ridgeland, MS 39157

EXHIBIT "C"

EXHIBIT "C"



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Barbara Tidwell; Danny J Turner; Kristi P Pittman; W T Dalton Jr; Casey M Etheridge; Ricky E James; Jennifer McKee

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch, President FCCI Insurance Company



Christopher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow, Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow, Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this day of Christopher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company

EXHIBIT "D"

Mandatory Addendum to
All City of Tupelo Contracts
August 2019

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

EXHIBIT "D"

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO. (CITATION NEEDED.)
10. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
11. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
12. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
13. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
14. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).
15. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to:
(a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

EXHIBIT "D"

16. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).

17. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.
Miss. Code Anno. 21-27-1

18. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.
MS AG Ops. 2012-00013