

# **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 Nineteenth (19<sup>th</sup>) day of March in the year Two Thousand Twenty-five (2025)  
(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)

Southland Construction, Inc.  
2251 McCullough Boulevard  
Tupelo, Mississippi 38801  
Telephone Number: (662) 844-0140  
Fax Number: (662) 844-5702

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

The City of Tupelo  
Fire Station #5  
Tupelo, Mississippi  
City Bid Number 2025-007FD  
PryorMorrow Project Number 2023526  
Project Location: As determined by The City of Tupelo.  
Project Description: The project is a new Fire Station #5 for The City of Tupelo, Mississippi.

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

PryorMorrow PC  
Post Office Box 7066  
431 West Main Street, Suite 300 (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.

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## 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.)*

[ X ] Not later than Three hundred sixty-five ( 365 ) 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 Four Million One Hundred Ninety-six Thousand Three Hundred Six Dollars and Zero Cents (\$ 4,196,306.00 ), 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
(1) Alternate Number 2 (additive): Provide polished concrete flooring in the rooms as shown on the Room Finish Schedule.	\$19,306.00

§ 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	\$100,000.00
(2) Allowance for purchase and delivery of face brick	\$500.00 per thousand
(3) Allowance for purchase of Best cylinders and cores keyed to the Owner's specifications and installation of permanent cores by Best representatives	\$11,700.00
(4) Allowance for purchase and delivery of door hardware (does not include hardware for aluminum storefront entrances)	\$32,000.00
(5) Allowance for purchase and delivery of custom exterior signage	\$5,000.00

§ 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)
(1) Unit Price Number 1: Install additional excavation and select fill beyond that which is required in the Base Bid.	Per cubic yard	\$26.00

**§ 4.5** Liquidated damages, if any:  
*(Insert terms and conditions for liquidated damages, if any.)*

The Owner will deduct \$250.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion is reached.

**§ 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.

**§ 5.1.3** The Contractor's Applications for Payment shall be submitted on or before the fifteenth (15<sup>th</sup>) 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:

Init.

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User Notes:

(1180922733)

- .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;
- .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.

### § 5.3 Interest

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

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)

Brad Robinson  
Fire Chief  
Tupelo Fire Department  
or the individual(s) designated by Chief Robinson  
Fire Station #1  
106 West Jefferson Street  
Tupelo, Mississippi 38804  
Telephone Number: (662) 841-6439

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

Alan Warfield  
President  
Southland Construction, Inc.  
or the individual(s) designated by Mr. Warfield  
2251 McCullough Boulevard  
Tupelo, Mississippi 38801  
Telephone Number: (662) 844-0140  
Fax Number: (662) 844-5702

**§ 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 a building information modeling exhibit, if completed, or as otherwise set forth below:  
(If other than in accordance with a building information modeling exhibit, 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 (refer to Section 00 73 00 – Supplementary Conditions in the Project Manual dated February 12, 2025)

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction (refer to Section 00 72 13 – General Conditions in the Project Manual dated February 12, 2025)
- .4 Building information modeling exhibit, dated as indicated below:  
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

This document is not applicable to this project.

- .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 18, 2025	Two (2)
(2) Addendum Number 2	March 10, 2025	Twenty-five (25)
(3) Addendum Number 3	March 11, 2025	Two (2)

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 (Specifications)	The City of Tupelo, Fire Station #5	February 12, 2025	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 13, 2025, and submitted by Southland

Init.



Construction, Inc.

(2) Exhibit "D": Mandatory addendum to all contracts with The City of Tupelo as included in Appendix "A" of the Project Manual dated February 12, 2025.

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

\_\_\_\_\_  
**OWNER** *(Signature)*

Todd Jordan, Mayor  
\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

Alan Warfield, President  
\_\_\_\_\_  
*(Printed name and title)*

Init.

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# EXHIBIT "A"

2023526 – The City of Tupelo, Fire Station #5

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Section 00 31 32	Geotechnical Data
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Section 01 29 00	Payment Procedures
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Section 01 31 00	Project Management and Coordination
Section 01 31 19.16	Mobilization and Demobilization
Section 01 32 00	Construction Progress Documentation
Section 01 33 00	Submittal Procedures
Section 01 41 00	Regulatory Requirements
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Section 01 52 00	Construction Facilities
Section 01 56 26	Temporary Fencing (Chain Link)
Section 01 56 26	Temporary Fencing (Plastic)

# EXHIBIT "A"

2023526 – The City of Tupelo, Fire Station #5

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Section 01 64 00	Owner-Furnished Products
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## **EXHIBIT "A"**

2023526 – The City of Tupelo, Fire Station #5

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Section 10 73 00	Protective Covers
Section 10 73 16	Hanger Rod-Style Canopies
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None

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## EXHIBIT "A"

2023526 – The City of Tupelo, Fire Station #5

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# EXHIBIT "A"

2023526 – The City of Tupelo, Fire Station #5

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## **EXHIBIT "A"**

2023526 – The City of Tupelo, Fire Station #5

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None

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None

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None

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None

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### APPENDIX

Appendix “A” Mandatory Addendum, Owner-Contractor Agreement

**END OF SECTION**

# EXHIBIT "B"

2023526 – The City of Tupelo, Fire Station #5

## SECTION 00 01 15 LIST OF DRAWING SHEETS

### **General**

G0.1 Cover Sheet

### **Civil**

C100 Existing Topo & Demolition Plan

C101 Erosion Control Plan

C102 Drainage & Utility Plan

C103 Grading Plan

C104 Site Layout Plan

C105 Joint Layout Plan

C200 Site Details

C201 Drainage & Utility Details

C202 Erosion Control Details

### **Structural**

S1.0 Structural Note Sheet

S2.0 Foundation Plan

S3.0 Foundation Details

S3.1 Foundation Details

S4.0 Roof Framing Plan

S5.0 Framing Details

S5.1 Framing Details

### **Life Safety**

LS0.1 Code Assessment

LS1.1 Life Safety Floor Plan

### **Architectural**

A0.1 Wall Types Legends

A1.0 Floor Plan

A1.1 Floor Plan – Finish

A1.2 Reflected Ceiling Plan

A1.3 Roof Plan

A2.1 Exterior Elevations

A2.2 Exterior Elevations

A3.1 Building Sections

A3.2 Building Sections



## **EXHIBIT "B"**

2023526 – The City of Tupelo, Fire Station #5

- A3.3 Building Sections
- A3.4 Wall Sections
- A3.5 Wall Sections
- A3.6 Wall Sections
- A3.7 Wall Sections
- A3.8 Wall Sections
- A3.9 Details
- A3.10 Details
- A3.11 Details
- A3.12 Details
- A3.14 Details
- A3.15 Floor Transition Details
- A3.16 Sign Wall Details

- A4.1 Enlarged Floor Plan and Interior Elevations
- A4.2 Enlarged Floor Plan and Interior Elevations
- A4.3 Interior Elevations

- A5.1 Window Details
- A5.2 Door Details
- A5.3 Door Details
- A5.4 Door Details
- A5.5 Door Details
- A5.6 Louver Details

- A6.1 Legends and Schedules

### **Mechanical**

- M2.1 Mechanical Floor Plan
- M2.3 Mechanical Roof Plan

- M5.1 Mechanical Schedules
- M5.2 Mechanical Details

### **Plumbing**

- P2.1 Plumbing Floor Plan – Water

- P3.1 Plumbing Floor Plan - Sanitary Sewer, Vent, Compressed Air, & Natural Gas

- P5.1 Plumbing Details & Schedules
- P5.2 Plumbing Details

### **Fire Sprinkler**

- F2.1 Fire Sprinkler Floor Plan

- F5.1 Fire Sprinkler Details

## **EXHIBIT "B"**

2023526 – The City of Tupelo, Fire Station #5

### **Electrical**

- E1.0 Site Electrical Utility
- E2.0 Lighting – Site
- E2.1 Lighting – General
- E3.1 Power – General
- E3.2 Power – Mechanical
- E3.4 Power – Rooftop Mechanical
- E4.1 Systems – General
- E5.1 Electrical Details
- E5.2 Electrical Details
- E5.3 Electrical Details
- E6.1 Electrical / Data Riser Diagram and Panel Schedules
- E7.1 Electrical Legends

**END OF SECTION**

# EXHIBIT "C"

2023526 - The City of Tupelo, Fire Station #5

## SECTION 00 41 13 BID FORM

Thursday, March 13, 2025

Certificate of Responsibility Number: 10772-MC

Proposal of: Southland Construction Inc.

**Project:** The City of Tupelo  
Fire Station #5  
Tupelo, Mississippi  
Bid Number 2025-007FD

**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 2-18-25 Pages: 2 Addendum No.      Date      Pages:       
Addendum No. 2 Date 3-10 Pages: 25 Addendum No.      Date      Pages:       
Addendum No. 3 Date 3-11-25 Pages:      Addendum No.      Date      Pages:     

Having carefully examined the Contract Documents entitled *The City of Tupelo, Fire Station #5*, prepared by PryorMorrow PC, and dated February 12, 2025, 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:

~~Four Million~~ One Hundred Seventy Seven Thousand DOLLARS (\$ 177,000)

### ALTERNATES:

**ALTERNATE NUMBER 1:** Install LVT flooring in the rooms as shown on the Room Finish Schedule.

ADD Twenty-Two Thousand Five Hundred Seventy Eight DOLLARS (\$ 22,578)

**ALTERNATE NUMBER 2:** Provide polished concrete flooring in the rooms as shown on the Room Finish Schedule.

ADD Nineteen Thousand Three Hundred Six DOLLARS (\$ 19,306)

### UNIT PRICES:

**UNIT PRICE NUMBER 1:** Install additional excavation and select fill beyond that which is required in the Base Bid.

Twenty-Six DOLLARS PER CUBIC YARD (\$ 26 /cubic yard)

## EXHIBIT "C"

2023526 – The City of Tupelo, Fire Station #5

**SUBSTANTIAL COMPLETION:** Time is an important consideration on the project. The project shall be substantially complete within three hundred sixty-five (365) calendar days following issuance of the Notice to Proceed.

**LIQUIDATED DAMAGES:** The Owner will deduct \$250.00 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 percentage fee. The undersigned proposed a fixed percentage fee of 12 % for changes that add to, or increase, the scope of work and 6 % 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:

Print Name: Alan Warfield

Title: President

Address: 2251 McCullough 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"**  
**THE AMERICAN INSTITUTE OF ARCHITECTS**

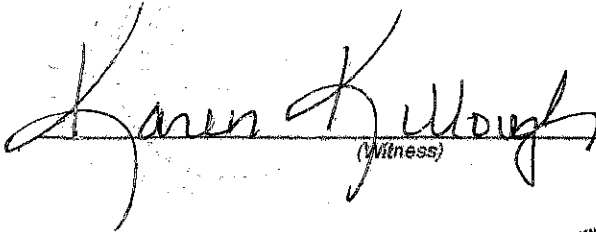
*AIA Document A310*  
**Bid Bond**

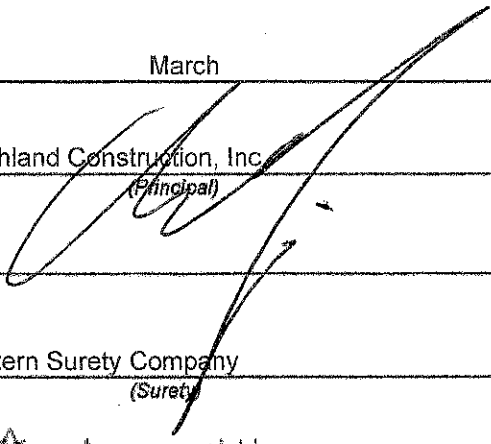
KNOW ALL MEN BY THESE PRESENTS, THAT WE Southland Construction, Inc.  
2251 McCullough Blvd., Tupelo, MS 38801  
as Principal, hereinafter called the Principal, and Western Surety Company  
151 N. Franklin Street, Chicago, IL 60606  
a corporation duly organized under the laws of the State of SD  
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Tupelo  
71 East Troy Street, Tupelo, MS 38804  
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid  
Dollars (\$ 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

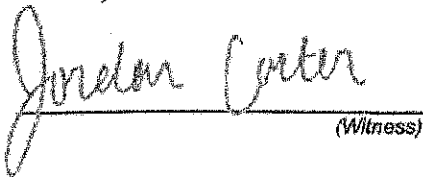
WHEREAS, the Principal has submitted a bid for The City of Tupelo Fire Station #5 Tupelo, MS Bid Number  
2025-007FD

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with  
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or  
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the  
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith  
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise  
to remain in full force and effect.

Signed and sealed this 13th day of March, 2025

  
(Witness)

Southland Construction, Inc.  
(Principal) (Seal)  
By:   
(Title)

  
(Witness)



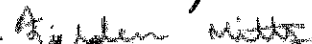
Western Surety Company  
(Surety) (Seal)  
By:   
Attorney-in-Fact Fielden Mitts (Title)

EXHIBIT "C"

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of \_\_\_\_\_

County of \_\_\_\_\_

On March 13, 2025 before me, \_\_\_\_\_, Notary Public  
Date Name and Title of Notary

personally appeared Fielden Mitts  
Name and or Names of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature \_\_\_\_\_  
Notary Public Signature

Place Notary Public Seal Above

OPTIONAL

*Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

Description of Attached Document

Title or Type of Document \_\_\_\_\_

Document Date \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner - ☐ Limited ☐ General  
☐ Guardian or Conservator  
☒ Attorney-in-Fact  
☐ Trustee  
☐ Other: \_\_\_\_\_

Signer is representing \_\_\_\_\_  
Western Surety Company  
\_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb

- ☐ Individual  
☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner - ☐ Limited ☐ General  
☐ Guardian or Conservator  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Other: \_\_\_\_\_

Signer is representing \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb

EXHIBIT "C"  
**Western Surety Company**

**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint **Fielden Mitts**, **Individually** of Jackson, MS, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

Surety Bond No: Bid Bond  
Principal: Southland Construction, Inc.  
Obligee: City of Tupelo

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



WESTERN SURETY COMPANY

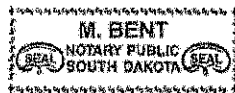
Larry Kasten, Vice President

State of South Dakota } ss  
County of Minnehaha

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

**CERTIFICATE**

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of March, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

**Authorizing By-Laws and Resolutions**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or other interest electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

## EXHIBIT "D"

Mandatory Addendum to  
All City of Tupelo Contracts  
October 28, 2022

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 (11<sup>th</sup>) 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"



## EXHIBIT "D"

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.
10. TUPELO may not and does not agree to the payment of attorney fees of a “prevailing party” unless specifically authorized by statute. E.g. Miss. Code Anno. § 31-7-309 (1972 as amended) payment of interest on outstanding invoice. Miss AG Op., Nowak, 2009 WL 367665 (Miss.A.G.).
11. 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).
12. TUPELO does not agree to submit to binding arbitration.  
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
13. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.  
Miss. Code Ann. § 31-7-305.
14. 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).
15. 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).
16. 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

## EXHIBIT "D"

## EXHIBIT "D"

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.

17. 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).
18. 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
19. 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
20. All payments shall be made by TUPELO within forty-five (45) days of invoice, unless disputed. In the case of a bona fide dispute, TUPELO shall pay only the amount of the invoice not disputed. Interest shall be paid at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor.  
Miss. Code Anno. §31-7-305 (1972 as amended)

Acknowledged and agreed:

\_\_\_\_\_  
CITY  
Date:

\_\_\_\_\_  
CONTRACTING PARTY  
Date: