

CONTRACT

THIS AGREEMENT, made this the _____ day of _____, 2021, by and between the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called "OWNER" and _____, doing business as (an Individual), (a partnership), (a Corporation), or (a Limited Liability Company) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of **BALLARD PARK DRAINAGE IMPROVEMENTS – REMOVAL & REPLACEMENT OF EXISTING DRAINAGE PIPES & INLETS** hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 1 calendar days after the date of the NOTICE TO PROCEED and will complete the Project within 60 calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$ 145,545.00 or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and include the following:
 - (a) This Agreement
 - (b) Advertisement for Bids
 - (c) Instruction to Bidders
 - (d) General Conditions of Work
 - (e) Signed Copy of Proposal Form and Bidder's Certificate
 - (f) Executed Bidder's Agreement

- (g) Executed Non-Collusion Form and Compliance Statements
 - (h) Executed Performance & Payment Bond
 - (i) Technical Specifications
 - (j) SPECIFICATIONS prepared/issued by **Dabbs Corporation** dated **JUNE, 2021**.
 - (k) ADDENDA:
No. 1 Dated 7/1/2021 and No. 2 Dated 7/6/2021.
 - (l) All federal government conditions, specifications, regulations and requirements bound herein.
6. The Contractor agrees to abide by the following consequences for failure to complete the project within the time specified in the Contract Documents:
- A. LIQUIDATED DAMAGES - CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work of an individual work order the sum of \$ 500.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$ 500.00 for each calendar day that he shall be in default in completing the Work per the terms set forth by the Contract Documents. Since the OWNER's losses are due to the CONTRACTOR's delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
 - B. INDEMNIFICATION - In addition to payment of the above liquidated damages, CONTRACTOR s shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every mature whatsoever in any manner caused by, resulting from, or arising out of such failure.
 - C. RIGHT OF SET-OFF - The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the

CONTRACTOR under this Contract any unpaid amounts which become to or for the OWNER under any of the foregoing provisions.

7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain ten percent (10%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
8. The Contractor agrees to allow the Owner or a duly authorized representatives thereof, access to books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical access to records clause into all subcontracts.
9. The Contractor shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.
10. Attached hereto and made a part of this Contract is a Performance and Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:
(\$ 145,545.00) One hundred Forty Five thousand Five hundred Forty Five
(not less than one hundred percent of Contract amount) Dollars
11. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in 5 copies each of which shall be deemed an original on the date first above written.

City of Tupelo, Mississippi

BY: _____
NAME: _____
TITLE: Mayor

ATTEST:

BY: _____
NAME: _____
TITLE: City Clerk

(SEAL)

Contractor

BY: Hanna Contracting Inc
NAME: John Hanna
Title Vice President

ATTEST:

BY: Linda H. Pugh
NAME: Linda H Pugh
TITLE: Sec. Treasurer

(SEAL)

END OF SECTION

SECTION G

PERFORMANCE AND PAYMENT BOND Bond: 2021-018PR

CONTRACT BOND FOR Ballard Park Drainage Improvements
LOCATED IN THE COUNTY OF Lee (City of Tupelo)
STATE OF MISSISSIPPI.

Know all men by these presents: that we, Hanna Contracting Inc.
(Contractor)

(hereinafter "Principal"), a Corporation
residing at 10264 IMC Rd Aberdeen in the State of MS
and _____
(Surety)

residing at _____ in the State of _____

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and

firmly bound unto the CITY OF TUPELO, MISSISSIPPI (hereinafter "OWNER"), in the sum of

One hundred + Forty Five thousand, Five hundred + Forty Five dollars
(\$ 145,545.00) Dollars, lawful money of the United States of + 00/100

America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs,
administrators, successors, or assigns jointly and severally by these presents.

The conditions of this bond are such, that whereas the said Principal, has (have) entered into a contract
with the OWNER, bearing the date of _____ day of _____ A.D. _____

hereto annexed, for the construction of certain project(s) in the State of Mississippi as mentioned in said
contract in accordance with the Contract Documents therefor, on file in the offices of the OWNER.

Now therefore, if the above bounden Principal in all things shall stand to and abide by and well and truly
observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and
agreements in said contract, contained on his (their) part to be observed, done, kept and performed and
each of them, at the time and in the manner and form and furnish all of the material and equipment
specified in said contract in strict accordance with the terms of said contract which said plans,
specifications and special provisions are included in and form a part of said contract and shall maintain
the said work contemplated until its final completion and acceptance as specified in the approved
specifications, and save harmless said OWNER from any loss or damage arising out of or occasioned by
the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on
the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or
in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the

OWNER at the instance of any officer of the OWNER authorized in such cases, for double any amount in money or property, the OWNER may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the OWNER, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

Hanna Contracting Inc.
(Contractors) Principal

Surety

By John Hanna

By _____
(Signature) Attorney in Fact

Address: _____

Title Vice President
(Contractor's Seal)

(Printed) Mississippi Agent

(Signature) Mississippi Agent

Address: _____

(Surety Seal)

Mississippi Insurance ID Number

Thu Aug 12 10:39:54 CDT 2021



SHELTER INSURANCE COMPANIES

GENERAL LIABILITY
EVIDENCE OF INSURANCE
AS OF 08/12/2021

NAME AND ADDRESS OF NAMED INSURED:
HANNA CONTRACTING INC
10264 IMC RD
ABERDEEN, MS 39730-8404

AGENT
DAVID WHITAKER
208 E. COMMERCE ST
ABERDEEN, MS 39730
(662) 369-6161
AGENT NUMBER 23-C945-63

Policy Number: 23-31-4666259-1

Effective Date: 02/14/2021, 12:01 AM Central Time

Expiration Date: 08/14/2021, 12:01 AM Central Time

This policy will continue to renew as long as we offer to renew it and you pay the required premium by the due date.

THE LOCATION OF THE DESCRIBED PREMISES IS 10264 IMC RD ABERDEEN MS 39730
BUSINESS OF THE NAMED INSURED IS: EXCAVATION
THE NAMED INSURED IS: CORPORATION
THE LIMIT OF THE COMPANY'S LIABILITY IS STATED IN THE POLICY AND APPLIES AS FOLLOWS

Limits of Insurance

General Aggregate (Other Than Product - Completed Operations)	\$	1,000,000
Personal and Advertising Injury Limit	\$	1,000,000
Each Occurrence Limit	\$	1,000,000
Rented To You Limit	\$	100,000
Medical Expense Limit (Any One Person)	\$	5,000
Premium	\$	6,002.50

Coverage Form and Description of Hazards

Code	Key	Description	Premium Basis	Premium
10264 IMC RD ABERDEEN MS 39730 (COUNTY 095)				
Premises and Operations				
94007	4	EXCAVATION	305587	4,995.00
Products and Completed Operations				

THE FOLLOWING ENDORSEMENTS ARE A PART OF THIS POLICY AND ARE ATTACHED.

Limit	
CG 00 01 04 13	Commercial General Liability Coverage Form
CG 20 11 12 19	MS STATE BOARD OF CONTRACTORS Additional Insured - Managers Or Lessors Of Premises
CG 21 04 11 85	Exclusion - Products - Completed Operations Hazards
G-146.1-G	Pollution Liability Coverage

TERM 06 MONTHS
ZONE CODE 001

ADDITIONAL INSURED
MS STATE BOARD OF CONTRACTORS

AGENT

23-C945-63



CERTIFICATE OF INSURANCE

**SHELTER MUTUAL INSURANCE COMPANY
A MUTUAL COMPANY**

**SHELTER GENERAL INSURANCE COMPANY
A STOCK COMPANY**

Name & Address To Whom Issued:

CITY OF TUPELO
71 TROY ST
TUPELO, MS 38804-4747

Name & Address of the Named Insured:

HANNA CONTRACTING INC
10264 IMC RD
ABERDEEN, MS 39730-8404

This Certificate of Insurance neither affirmatively nor negatively amends, alters or extends the coverage afforded by the policy(s) listed. The Certificate is issued for informational purposes only and confers no rights to the certificate holder.

This is to certify that insurance policies shown below by policy number have been issued for the policy period(s) indicated:

Company	Type of Insurance	Policy Number	Policy Inception	Policy Expiration	Limits of Liability
Shelter Mutual	General Liability: <input checked="" type="checkbox"/> Premises & Operations <input type="checkbox"/> Products/Completed Operations Provided <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	23-31-4666259-1	2/14/2021	8/14/2021	\$1,000,000 Per Occurrence \$1,000,000 Aggregate Products/Completed Operations For: (Describe)

REMARKS:

Date 08/12/2021

By *Amanda Brady*
Authorized Representative

M-51.26-M

1817 WEST BROADWAY • COLUMBIA, MISSOURI • 65218-0001 • 1-800-743-5837



HANNCON-01

RHILL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2021

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 License # 15013767

GCM Insurance - Aberdeen
P.O. Box 888
Aberdeen, MS 39730

CONTACT

NAME:

PHONE (A/C, No, Ext): (662) 369-8681

FAX

(A/C, No): (662) 369-7054

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Progressive Insurance Co.

42412

INSURER B: Accident Fund Insurance

10166

INSURER C: Great American Insurance Co.

INSURER D:

INSURER E:

INSURER F:

INSURED

Hanna Contracting Inc.
10264 IMC Rd
Aberdeen, MS 39730

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	POLICY PRO-JECT LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
A	AUTOMOBILE LIABILITY		06599918-7	3/25/2021	3/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000
	ANY AUTO OWNED AUTOS ONLY	X SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$
	DED RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	WCV6168088	6/30/2021	6/30/2022	PER STATUTE OTH-ER \$ 500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Equipment Floater		MAC2045128	4/22/2021	4/22/2022	Equipment Rented 650,000

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

CERTIFICATE HOLDER

City of Tupelo
P.O. Box 1485
Tupelo, MS 38802

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

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

HEANNA CONTRACTING, INC.

10264 I M C ROAD

ABERDEEN, MS 39730

is duly registered and entitled to perform

1) CONCRETE 2) GRADING
3) HWY. DRAINAGE 4) WATER & SEWER

We have become active and joined the Board of the Mississippi Board of Contractors to be added to the State of Miss. 12/12

CERTIFICATE OF RESPONSIBILITY

No. 08432-SC

Expires Apr. 8, 2022

Joel A. Canwell,

CHAIRMAN OF THE BOARD

