

LOCAL PUBLIC AGENCY (LPA)

SECTION 902

CONTRACT FOR Ward 4 Barnes Crossing Sidewalks Project # STP-0430-00(047)
LOCATED IN THE COUNTY(IES) OF Lee
STATE OF MISSISSIPPI, City of Tupelo

This Contract is entered into by and between the Local Public Agency

City of Tupelo (the "LPA") and the undersigned contractor (the "Contractor"), as follows:

As consideration for this Contract, the LPA agrees to pay the Contractor the amount(s) set out in the Proposal attached hereto. Said payment will be made in the manner and at the time(s) specified in the Specifications and/or Special Provisions, if any. In exchange for said consideration, the Contractor hereby agrees to accept the prices stated in the Proposal as full compensation for the furnishing of all labor, materials and equipment, and the execution of the scope of work identified for this referenced Project as contemplated in this Contract, and as more fully outlined in the Contract Documents (the "Work"). The Contract Documents consist of the Advertisement, the Notice to Bidders, the Proposal, the Specifications, the Special Provisions, and the approved Plans, all of which are hereby made a part of this Contract and incorporated herein by reference.

The Contractor shall be responsible for all loss or damage arising out of, or in any way in connection with the Work, or from any unforeseen obstructions or difficulties that may be encountered in the prosecution of the Work, and for all risks of every description connected with the Work, with the exception of any items specifically excluded in the Contract Documents. The Contractor shall fully and faithfully complete the Work in a good and workmanlike manner, according to the Contract Documents and any Supplemental Agreements thereto.

The Contractor further agrees that the Work shall be done under the direct supervision of, and to the complete satisfaction of, the LPA, or their authorized representative(s), and, when federal funds are involved, subject to the inspection at all times by the Mississippi Department of Transportation or the Federal Highway Administration, or its agents, and/or the agents of any other state or federal agency whose funds are involved. Further, the Work shall be done in accordance with any applicable state and federal laws, and any such rules and regulations issued by the Mississippi Transportation Commission and/or any relevant Federal Agency.

The Contractor agrees that all labor as outlined in the Contract Documents may be secured from a list furnished by the Manager of the Win Job Center nearest the project location, or any successor thereto.

It is agreed and understood that each and every provision of law and clause required by law to be inserted into this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein. If through mere mistake or otherwise, any such provision is not inserted, then upon the application of either party hereto, the Contract shall be physically amended to make such insertion.

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The Contractor agrees that he has read each and every clause of the Contract Documents, and fully understands the meaning of same, and hereby acknowledges that he will comply with all terms, covenants and agreements therein.

Witness our signatures, this the 5th day of September, 2024.

Phillips Contracting Co., Inc.
Contractor

By: [Signature]
Title: President

Allen Tatum
Signed and sealed in the presence of: (name and address of witness)
P.O. Box 7530
Columbus, MS 39705

(LPA)
[Signature]
LPA Official

[Signature]
LPA Clerk

Award authorized by the LPA in session on the 16 day of July, 2024
Minute Book No. _____, Page No. _____.