

**DOCUMENT 00500
AGREEMENT**

THIS AGREEMENT is entered into as of the 28th day of June, 2023 between the **City of Tupelo** (hereinafter called Owner) and Warrington Building Services, Inc. (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 1. WORK

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **Tupelo City Hall Natural Gas Generator Package System.**

SECTION 2. ENGINEER/ARCHITECT

Allen & Hoshall (hereinafter called Engineer/Architect) is to act as Owner's representative, and shall have the duties and responsibilities and the rights and authority assigned to Engineer/Architect in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

SECTION 3. CONTRACT TIME

3.1 Completion. The Work will be substantially completed on or before 5/27/24 for **Tupelo City Hall Natural Gas Generator Package System**, and completed and ready for final payment in accordance with paragraph 14.8 of the General Conditions on or before 5/27/24.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner five hundred dollars (\$500) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

SECTION 4. CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds as follows:

ITEM 1	Tupelo City Hall Natural Gas Generator Package System	\$ <u>271,427</u>
	Authorized Contract Amendments	\$ <u>20,000.00</u>
TOTAL CONTRACT PRICE -		\$ <u>291,427</u>

All specified allowances are included in the above price and have been computed in accordance with the General Conditions.

SECTION 5. PAYMENT PROCEDURES

5.1 Applications for Payment. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer/Architect as provided in the General Conditions.

5.2 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer/Architect on or about the 15th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values established in accordance with paragraph 2.8 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer/Architect shall determine, or Owner may withhold, in accordance with paragraph 14.3(d) of the General Conditions.

90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.2 of the General Conditions).

90% of Work completed

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.8 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer/Architect as provided in paragraph 14.8 of the General Conditions.

SECTION 6. INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

SECTION 7. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and all Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 Contractor has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph 4.2 of the General Conditions of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely.

7.3 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.4 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

7.5 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 Contractor has given Engineer/Architect written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer/Architect is acceptable to Contractor.

SECTION 8. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between Owner and Contractor concerning the Work, consist of the following:

- (a) This Agreement.
- (b) Performance Bond, Payment Bond and other Bonds.
- (c) Notice of Award.
- (d) General Conditions.
- (e) Supplementary Conditions.
- (f) These Specifications - See Document 00003 - TABLE OF CONTENTS.
- (g) Drawings, consisting of a cover sheet and sheets numbered as listed in Document 00004 - LIST OF DRAWINGS, TABLES AND SCHEDULES of specification.
- (h) Addenda numbers 0 to 0, inclusive.
- (i) Contractor's Bid.
- (j) The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 3.4 of the General Conditions.

The documents listed in paragraphs (a) through (j) above are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.4 of the General Conditions.

SECTION 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and

specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from duty or responsibility under the Contract Documents.

9.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreement sand obligations contained in the Contract Documents.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Engineer/Architect, and two to Owner.

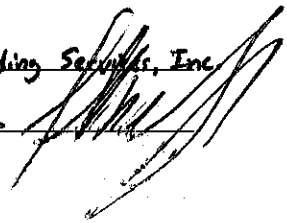
This Agreement will be effective on 6/28/23.

Owner: **City of Tupelo**

Contractor: Warrington Building Services, Inc

By: _____

By: Allen Warrington Sr.



[Corporate Seal]

[Corporate Seal]

Attest: _____

Attest: Holland Myers HBCA My

Address for giving notice:

Address for giving notice:

71 East Troy Street

2528 Attala Road 1010

Tupelo, MS 38804

Kosciusko, MS 39090

License/Certificate No. 09729-MC

Agent for service of process:



(If Owner is a public body attach)
(evidence of authority to sign)
(and resolution or other document)
(authorizing execution.)

(If Contractor is a corporation)
(attach evidence of authority)
(to sign.)

END OF DOCUMENT

**DOCUMENT 00570
WAIVER AND RELEASE OF LIEN**

WHEREAS, the undersigned _____ has furnished to _____ material for use in the Tupelo City Hall Natural Gas Generator Package System project belonging to the City of Tupelo.

NOW THEREFORE, the undersigned _____ for and in consideration of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens, or right to claim or lien, on the above described Project and premises, under any law, common or statutory, on account of labor or material, or both, heretofore or hereafter furnished by the undersigned to or for the account of said _____ for said project.

Given under my (our) hand(s) and seal this _____ day of _____, 20 _____

By _____

State of _____

County of _____

I, _____, a notary public, in and for said State and County, hereby certify that

_____ whose name as _____ of

_____ is signed to the foregoing and who is
(Name of Manufacturer, Materialman, or Subcontractor)

known to me, acknowledged before me on this day that he, with full authority, executed the foregoing instrument voluntarily for and as the act of said

(Name of Manufacturer, Materialman, or Subcontractor)

Given under my hand and seal this _____ day of _____, 20 _____

Notary Public

My commission expires _____

END OF DOCUMENT

**DOCUMENT 00571
AFFIDAVIT OF CONTRACTOR**

STATE OF _____)
) SS:
COUNTY OF _____)

_____, being duly sworn according to Law, deposes and says
(Name of Affiant)
that he is the _____ of _____, the
(Title) (Name of Contractor)

Contractor, in a Construction Contract entered into between the Contractor and the City of Tupelo, the Owner, for the Tupelo City Hall Natural Gas Generator Package System, and that he is authorized to and does make this affidavit on behalf of said Contractor in order to induce the Owner to make payment to the Contractor, in accordance with the provisions of the said Construction Contract.

Affiant further says that all persons who have furnished labor in connection with the construction of the facilities have been paid in full; that the names of all Manufacturers, Materialmen, and Subcontractors that furnished any material and/or services in connection with such construction and the kind or kinds of material and/or services so furnished are as listed hereinafter; and that the Contractor has delivered to the Owner duplicate waivers and releases of liens executed by all such Manufacturers, Materialmen, and Subcontractors.

(Signature of Affiant)

Sworn to and subscribed before me this _____ day of _____, 20_____.

(Notary Public)

My commission expires _____

**DOCUMENT 00610
PERFORMANCE BONDS**

Contractor to provide a Performance Bond, executed on standard forms. Insert immediately following this page.

**DOCUMENT 00620
PAYMENT BONDS**

Contractor to provide a Payment Bond, executed on standard forms. Insert immediately following this page.

**DOCUMENT 00650
CERTIFICATES OF INSURANCE**

Insurance Certificates shall be provided and inserted immediately following this page.

Licensed

WARRINGTON BUILDING SERVICES, INC.

09729-MC

Address	2528 ATTALA ROAD 1010 KOSCIUSKO, MS 39090 ATTALA County
Phone	(662)289-9930
Fax	(662)289-3274
Expiration	04/08/2024
Minority	Yes
First Issue	04/13/1994

Classification	Class(es)	Qualifying Name
ELECTRICAL WORK		HARVEY WARRINGTON JR.
MECHANICAL WORK		HARVEY WARRINGTON & H.W.,JR/STEVEN MYERS
Officers (None)		