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 Service, Tolhereinafter 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

- Completion. The Work will be substantially completed on or before 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
- 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 \$ 271,427 Authorized Contract Amendments 20,000.00 \$ **291**,427

TOTAL CONTRACT PRICE -

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 <u>Applications for Payment</u>. 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 <u>Progress Payments</u>. 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 Contact 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.

- 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	23
Owner: City of Tupelo	Contractor: Warnington Building Serviffs, Inc
By:	By: Allen Warrington Sr. /////
[Corporate Seal]	[Corporate Seal]
·	
Attest:	Attest: Holland Myers Holle Men
Address for giving notice:	Address for giving notice:
71 East Troy Street	2528 Attala Road 1010
Tupelo, MS 38804	Kosciusko, MS 39090
·	
	License/Pertificate No / O9729-MC Agent/fo/service of plocess:
(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
Ву
State of
County of
I,, a notary public, in and for said State and County, hereby certify that
whose name asof
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
Civen ander my hand and seartinsday or, 20
•
Nataur Public
Notary Public
My commission expires

END OF DOCUMENT

DOCUMENT 00571 AFFIDAVIT OF CONTRACTOR

STATE OF)) SS:				
COUNTY OF)		·	•	
		, being duly sw	orn according to La	aw, deposes and say	S
(Name of Affiant)					
hat he is the		of		, th	Э
(Title)		(Name of Cont	ractor)	
Contractor, in a Construct Owner, for the Tupelo City does make this affidavit or Contractor, in accordance	r Hall Natural Ga n behalf of said C	s Generator Packag Contractor in order to	e System, and that induce the Owner t	he is authorized to an	d
Affiant further says that facilities have been paid in furnished any material armaterial and/or services sithe Owner duplicate waive Subcontractors.	n full; that the nar nd/or services in so furnished are	nes of all Manufactur connection with su as listed hereinafter:	ers, Materialmen, a ch construction an ; and that the Conti	nd Subcontractors that d the kind or kinds of ractor has delivered t	at of O
		,			
(Signature of Affiant))				
Sworn to and subscribed	before me this _	day of	, 2	0	
(Notary Public)					
My commission expires					

051923					2023-0 1821
NAME				· .	KIND OF MATERIAL AND/OR SERVICE
			· <u></u>		
				,	
					, and the second
	· 	·	· · · · · · · · · · · · · · · · · · ·		
					· · · · · · · · · · · · · · · · · · ·
					· · · · · · · · · · · · · · · · · · ·
		-			
			<u>.</u>	•	
				•	
				-	
				•	
					·

END OF DOCUMENT

051923

DOCUMENT 00610 PERFORMANCE BONDS

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

051923 2023-018PW

DOCUMENT 00620 PAYMENT BONDS

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

M070596-EU PAYMENT BONDS 00620 - 1

DOCUMENT 00650 CERTIFICATES OF INSURANCE

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/23/2023

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 GERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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 Bradley Tyler PHONE (A/C, No. Ext): E-MAIL Renasant Insurance, Inc. (662) 289-4621 (662) 289-3232 101 North Madison St. btyler@renasant.com ADDRESS: P. O. Box 707 INSURER(S) AFFORDING COVERAGE NAIC# Kosciusko MS 39090 Union Insurance Co. 25844 INSURER A : INSURED Accident Fund Insurance Co of America 10166 INSURER B: Warrington Building Services, Inc. INSURER C: 2528 Atlala Road 1010 INSURER D: INSURER É : Kosciuskó MS 39090 **COVERAGES** CL2362380257 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. ADDLISUBR INSD WVD POLICY EFF (MM/DD/YYYY) TYPE OF INSURANCE **POLICY NUMBER** LIMITS COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE | COCUR 500,000 10,000 MED EXP (Any one person) A CPA4259740-49 01/01/2023 01/01/2024 1,000,000 PERSONAL & ADV INJURY 2.000.000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 POLICY PRODUCTS - COMPIOP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY 1,000,000 ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED Α CPA4259740-49 01/01/2023 01/01/2024 **BODILY INJURY (Per accident)** s AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) HIRED \$ AUTOS ONLY AUTOS ONLY HMBRELLA HAB 1,000,000 OCCUR **EACH OCCURRENCE** EXCESS LIAB Α CPA4259740-49 01/01/2023 01/01/2024 1,000,000 CLAIMS-MADE AGGREGATE DED RETENTION \$ WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY 1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT ¥ N/A AF WCP 100089965 02/20/2023 02/20/2024 1,000,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) **CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Tupelo 71 East Troy Street AUTHORIZED REPRESENTATIVE MS 38804 Tupelo © 1988-2015 ACORD CORPORATION. All rights reserved.

Licensed

WARRINGTON BUILDING SERVICES, INC.

09729-MC

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

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