# AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is	s entered into as of the <u>1 0th</u> day of _	July	, 2017 between
	d Aldermen of the City of Vicksburg	(hereina	ifter called Owner) and
Control Systems, Inc.	(hereinafter called Contractor).		

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

#### **SECTION 1. WORK**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work in this project consists generally of Furnish and Install Monitoring and Control Equipment including all Appurtenances.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The work in this project consists generally of Furnish and Install Monitoring and Control Equipment including all Appurtenances.

#### SECTION 2. Architect/Engineer

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

#### **SECTION 3. CONTRACT TIME**

- 3.1 <u>Completion</u>. The Work will be completed and ready for final payment in accordance with paragraph 14.8 of the General Conditions within 240 days from the date when the Contract Time begins to run.
- 3.2 <u>Liquidated Damages</u>. 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 three hundred dollars (\$300) 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 three hundred dollars (\$300) 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:

Contractor's Bid shall be attached as an exhibit.

#### 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 Architect/Engineer 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 Architect/Engineer on or about the 25th 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 Architect/Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.3(d) of the General Conditions.

10% of Work completed. If Work has been 50% completed as determined by Architect/Engineer, and if the character and progress of the Work have been satisfactory to Owner and Architect/Engineer, Owner on recommendation of Architect/Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

10% 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).

Upon Substantial Completion, payment will be made in an amount sufficient to increase total payments to Contractor to 100% of the Contract Price, less such amounts of Architect/Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.3(d) of the General Conditions.

5.3 <u>Final Payment</u>. 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 Architect/Engineer 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.
- 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 Architect/Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Architect/Engineer 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 of specification.

(h)	Addenda numbers _	1_	_to _	1	, inclusive.	

- (i) Contractor's Bid, bound herein.
- (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.

## **SECTION 10. OTHER PROVISIONS**

One Hundred Forty-Five Thousand Dollars and No Ce	ents \$145,000.00
IN WITNESS WHEREOF, Owner and Contractor he counterpart each has been delivered to Contractor and This Agreement will be effective on	nave signed this Agreement in quadruplicate. One ad Architect/Engineer, and two to Owner.  O17.  Contractor: Control Systems, Inc.  By: Bully Auto  (Corporate Seal)  Attest:
Address for giving notice:	Address for giving notice:
City of Vicksburg	Control Systems, Inc.
PO Box 150	PO Box 4852
Vicksburg MS 39180	Jackson MS 39296

**END OF DOCUMENT** 

#### PERFORMANCE BONDS

Provide a Performance Bond, executed on standard forms and inserted immediately following this page.



# Document A312™ - 2010

SURETY:

62 Maple Avenue

Keene, NH 03431

Seattle, WA 98154

Conforms with The American Institute of Architects AIA Document 312

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company

The Ohio Casualty Insurance Company

Attention: Surety Claims Department

Mailing Address for Notices

1001 4th Avenue, Suite 1700

601122257

This document has important legal

consequences. Consultation with an attorney is encouraged with

respect to its completion or

Any singular reference to

plural where applicable.

Contractor, Surety, Owner or

other party shall be considered

modification.

### Performance Bond

**CONTRACTOR:** 

(Name, legal status and address)
Control Systems, Inc.
P.O. Box 4852
Jackson, MS 39296

**OWNER:** 

(Name, legal status and address)
The Board of Mayor and Alderman of the City of Vicksburg
1401 Walnut Street
Vicksburg, MS 39180

**CONSTRUCTION CONTRACT** 

Date: July 10, 2017 Amount: \$145,000.00

Amount. \$145,000.0

(Name and location)

2017 Water Treatment Plant Monitoring and Control Equipment

Vicksburg, MS

Description:

BOND

Date: July 10, 2017

(Not earlier than Construction Contract Date)

Amount: \$145,000.00

Modifications to this Bond:

None

See Section 16

**CONTRACTOR AS PRINCIPAL** 

Company: Control Systems, Inc. (Corporate Seal)

SURETY Company:

y: (Corporate Seal)

The Ohio Casualty Insurance Company

Signature:

Name

and Title

BOBBY GUL VI

Signature:

Name and Title:

Paula R. Renfrow - Attorney-In-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY -- Name, address and telephone)

**AGENT or BROKER:** 

**OWNER'S REPRESENTATIVE:** 

(Architect, Engineer or other party:)

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
  - the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default:
  - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
  - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

- § 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
  - .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
  - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- § 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- § 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- § 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

- § 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- § 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- § 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this	ound are as follows:		
	3		
/G	Committee and a second	a other than these appropriate on the cover page	
Space is provided below. CONTRACTOR AS I		s, other than those appearing on the cover page.)  SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal
Signature:		Signature:	
Name and Title: Address		Name and Title: Address	

#### **PAYMENT BOND**

Provide a Payment Bond, executed on standard forms and inserted immediately following this page.



# Document A312™ - 2010

Conforms with The American Institute of Architects AIA Document 312

## Payment Bond

CONTRACTOR:

(Name, legal status and address) Control Systems, Inc. P.O. Box 4852 Jackson, MS 39296

SURETY:

(Name, legal status and principal place of business) The Ohio Casualty Insurance Company 62 Maple Avenue Keene, NH 03431

Mailing Address for Notices

The Ohio Casualty Insurance Company Attention: Surety Claims Department 1001 4th Avenue, Suite 1700 Seattle, WA 98154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

601122257

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

The Board of Mayor and Alderman of the City of Vicksburg 1401 Walnut Street Vicksburg, MS 39180

#### CONSTRUCTION CONTRACT

July 10,2017

Amount: \$145,000.00

Description:

(Name and location)

2017 Water Treatment Plant Monitoring and Control Equipment

Vicksburg, MS

BOND

Date: July 10, 2017

(Not earlier than Construction Contract Date)

Amount: \$145,000.00

Control Systems, Inc.

Modifications to this Bond:

None None

See Section 18

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY Company:

(Corporate Seal)

in/sull

The Ohio Casualty Insurance Company

Signature:

and Title:

Name

Signature:

Name

and Title:

Paula R. Renfrow - Attorney-In-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

**OWNER'S REPRESENTATIVE:** 

(Architect, Engineer or other party:)

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- § 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor,
  - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
  - .2 have sent a Claim to the Surety (at the address described in Section 13).
- § 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- § 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- § 7.2 Pay or arrange for payment of any undisputed amounts.
- § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

- § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- § 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- § 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

- § 16.1 Claim. A written statement by the Claimant including at a minimum:
  - .1 the name of the Claimant:
  - .2 the name of the person for whom the labor was done, or materials or equipment furnished;
  - .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
  - .4 a brief description of the labor, materials or equipment furnished;
  - .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
  - .7 the total amount of previous payments received by the Claimant; and
  - .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.
- § 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanics's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- § 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

- § 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
- § 18 Modifications to this bond are as follows:

(Space is provided below)	for additional signatures of added parti	es, other than those appearing on the cover pa	ge.)
<b>CONTRACTOR AS F</b>		SURETY	(Corporate Seal)
Company:	(Corporate Seal)	Company:	(Corporate delly
Signature:  Name and Title:		Signature:  Name and Title: Address	
Address		Address	

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6933820

American Fire and Casualty Company The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West American Insurance Company

#### **POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Crystal D. Myers; Cynthia McCoy; Patricia B. Moore; Paula R. Renfrow; Robert D. Perrett

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge all of the city of Brandon , state of MS and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed 2015 thereto this 6th \_ day of \_ April

1906

guarantees.

dual value

Not valid for mortgage, note, loan, letter of credit,

interest rate or







American Fire and Casualty Company The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this 6th day of April 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written. COMMONWEALTH OF PENNSYLVANIA



Notarial Seal Teresa Pastella, Notary Public Plymouth Twp., Montgomery County My Commission Expires March 28, 2017 Member, Pennsylvania Association of Notaries

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12, Power of Attorney, Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of

AD CA







#### **CERTIFICATES OF INSURANCE**

Insurance Certificates will be provided and inserted behind this document.



# CERTIFICATE OF LIABILITY INSURANCE

ACORD

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 BEDDESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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). CONTACT Rae Renfrow FAX (A/C, No): (601) 420-1890 PHONE (A/C, No, Ext): (601) 420-0174 Wellington Associates, Inc. 7 River Bend Pl Flowood, MS 39232 E-MAIL ADDRESS: rae@wellingtonassociates.com NAIC # INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Casualty Comp 21415 INSURER B: INSURED **INSURER C:** Control Systems, Inc. P. O. Box 4852 INSURER D : Jackson, MS 39296 INSURER E INSURER F: **REVISION NUMBER:** CERTIFICATE NUMBER: COVERAGES 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 CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO ALL THE TERMS, THE POLICIES AND CONTRACT OR OTHER DOCUMENT WITH RESPECT TO ALL THE TERMS, THE POLICIES AND CONTRACT OR OTHER DOCUMENT WITH RESPECT TO ALL THE TERMS, THE POLICIES AND CONTRACT OR OTHER DOCUMENT WITH RESPECT TO ALL THE TERMS, THE POLICIES AND CONTRACT OR OTHER DOCUMENT WITH RESPECT TO ALL THE TERMS, THE POLICIES AND CONTRACT OR OTHER DOCUMENT WITH RESPECT TO ALL THE TERMS, THE POLICIES AND CONTRACT OR OTHER DOCUMENT WITH RESPECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP ADDL SUBR INSD WVD POLICY NUMBER LIMITS TYPE OF INSURANCE 1,000,000 X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE Α DAMAGE TO RENTED PREMISES (Ea occurrence) 500,000 07/01/2017 07/01/2018 X 1X47040 CLAIMS-MADE X OCCUR 10,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 \$ PRODUCTS - COMP/OP AGG POLICY X PRO OTHER: COMBINED SINGLE LIMIT (Ea accident) 1,000,000 A **AUTOMOBILE LIABILITY** X 1X47040 07/01/2017 07/01/2018 \$ BODILY INJURY (Per person) ANY AUTO SCHEDULED AUTOS \$ OWNED AUTOS ONLY BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) NON-SYNED HIRED ONLY EACH OCCURRENCE \$ OCCUR UMBRELLA LIAB CLAIMS-MADE AGGREGATE \$ **EXCESS LIAB** DED **RETENTION \$** X PER STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 1,000,000 X 1X47040 07/01/2017 07/01/2018 E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 1,000,000 E.L. DISEASE - EA EMPLOYEE 1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) 2017 Water Treatment Plant, Monitoring & Control Equipment, Vicksburg, MS Certificate Holder is an Additional Insured with respect to General Liability and Auto Liability, if there is a written contract between Certificate Holder and the Insured which requires same. Waiver of Subrogation in favor of Certificate Holder with respect to General Liability, Auto Liability and Workers Compensation, if there is a written contract between Certificate Holder and the Insured which requires same. SEE ATTACHED ACORD 101 CANCELLATION 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. Board of Mayor & Alderman, City of Vicksburg P. O. Drawer 150 Vicksburg, MS 39180 **AUTHORIZED REPRESENTATIVE** 

LOC #: 1



# ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

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AGENCY		NAMED INSURED Control Systems, Inc.
Wellington Associates, In	S	P. O. Box 4852 Jackson, MS 39296
POLICY NUMBER		Jackson, Mio 33230
SEE PAGE 1		
CARRIER	NAIC CODE	
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

30 Day Notice of Cancellation, with the exception of 10 Day Notice of Cancellation for Non-payment of Premium, applicable.

RRENFROW

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/29/2017

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.

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

PRO	DUCER lington Associates, Inc.				f such endorsement(s).  CONTACT Rae Renfrow PHONE (A/C, No, Ext): (601) 420-0174  FAX (A/C, No): (601) 420-1890					
7 Ri	ver Bend Pl				(A/C, No	, Ext): (601) 4	lingtonass	ociates.com	001)	420-1090
FIO	wood, MS 39232				ADDRE			RDING COVERAGE		NAIC#
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INSI	JRED				INSURE					
	Control Systems, Inc.				INSURE					
	P. O. Box 4852			INSURE						
	Jackson, MS 39296			INSURE						
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								MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
	POLICY X PRO-							PRODUCTS - COMP/OP AGG	\$	2,000,000
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	(Mandatory in NH)  If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
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	tificate Holder is an Additional Insured v Ired which requires same.	vith r	espe	ct to General Liability an	d Auto L	iability, if the	re is a writter	contract between Certifi	cate F	lolder and the
betv	ver of Subrogation in favor of Certificate ween Certificate Holder and the Insured EATTACHED ACORD 101	e Hol whic	der v h req	vith respect to General Li uires same.	ability, A	uto Liability	and Workers	Compensation, if there is	a wri	tten contract
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	Allen & Hoshall 713 S Pear Orchard Rd				THE	EXPIRATIO	N DATE TH	DESCRIBED POLICIES BE CHEREOF, NOTICE WILL CY PROVISIONS.	ANCE BE D	LLED BEFORE ELIVERED IN
	Suite 100 Ridgeland, MS 39157					RIZED REPRESI	20.00			

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### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

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	NAMED INSURED Control Systems, Inc. P. O. Box 4852 Jackson, MS 39296	
NAIC CODE		
SEE P 1	EFFECTIVE DATE: SEE PAGE 1	
	NAIC CODE	NAMED INSURED Control Systems, Inc. P. O. Box 4852 Jackson, MS 39296

ADDITIONAL	DESTABLE	
ADDITIONAL	REWARKS	à

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles: 30 Day Notice of Cancellation, with the exception of 10 Day Notice of Cancellation for Non-payment of Premium, applicable.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/29/2017

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Velli	ngton Associates, Inc. er Bend Pl				(A/C, No,	Ext): (601) 4	20-0174		601)	120-1890
	ood, MS 39232				ADDRES	The state of the s		ociates.com	12	3020272V
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	Board of Mayor & Alderman,	City	of Vic	ksburg	INSURER	C:				
	P. O. Drawer 150	•		_	INSURER	D;				
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	AND EMPLOYERS' LIABILITY  Y/N	11						E.L. EACH ACCIDENT	s	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	l f		TI			E.L. DISEASE - EA EMPLOYER	s	
	If yes, describe under	1 1						E.L. DISEASE - POLICY LIMIT	\$	
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	Suite 100 Ridgeland, MS 39157					RIZED REPRES	<u> </u>	CORD CORPORATION.		

RRENFROW

DATE (MM/DD/YYYY) 06/29/2017

# CERTIFICATE OF LIABILITY INSURANCE

ACORD

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.

MPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

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	lington Associates, Inc.				PHONE (A/C, No	o. Ext): (OU I ) 4	20-0174	(A/C, No): (	601)	420-1890
	ver Bend Pl wood, MS 39232				E-MAIL ADDRE	ss: info@we	llingtonass	ociates.com		
	·					INS	URER(S) AFFOR	RDING COVERAGE		NAIC#
					INSURE	RA: Employ	ers Mutual	Casualty Comp		21415
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	Board of Mayor & Alderman	City	of V	icksburg	INSURE	RC:				
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	Vicksburg, MS 39180				INSURE	RE:				
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8	Vicksburg, MS 39180					DRIZED REPRESE	(C.)	3		
^_	OPD 25 (2016/03)					© 19	88-2015 AC	ORD CORPORATION.	All ri	ghts reserved.



# **EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY) 06/29/2017

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AGENCY PHONE (AJC, No, Ext): (601) 420-0174					COMPANY					
Wellington Associates, Inc.				Employers Mutual Casualty Comp						
7 River Ber Flowood, N	nd PI									
FAX (A/C, No): (601) 420-1890 E-MAIL ADDRESS: rae@wellingtonassociates.com								(4)		
CODE: H-88	74	SUB CODE:								
AGENCY CUSTOMER ID #; CONTSYS-01								POLICY NUMBER		
INSURED	Control Systems, Inc P. O. Box 4852	852		LOAN NUMBER				1X47040		
	Jackson, MS 39296				FECTIVE DATE 07/01/2017		07/01/2018		JED UNTIL ATED IF CHECKED	
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Board of Mayor & Alderman, City of Vicksburg P. O. Drawer 150										
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