

Date: July 17, 2020

To:

Madison County, MS
Board of Supervisors

Reference/Project: Sulphur Springs Park - Health Center, Pavilion and Restrooms

To Whom it May Concern:

We hereby guarantee all work performed by our company under Contract Agreement for the above referenced Project to be free from defective materials and workmanship for a period of one full year from date of Substantial Completion unless called for in the Contract Documents for a longer period of time.

Guaranteed By: _____

Substantial Completion Date: July 17, 2020

Benson Builders and Properties, Inc

Guarantee Expiration Date: July 16, 2021

BY: 

TITLE: Chris Benson, Project Manager

Sworn to before me, the undersigned authority on the 17th Day of July, 2020.

Notary Linda Keller
My Commission Expires Aug 23, 2022



Date:

To:

Benson Builders and Properties, Incorporated

Masonry
205 Park Court

Ridgeland, MS 39157

Reference/Project: Sulphur Springs Park - Health Center, Pavilion and Restrooms

To Whom it May Concern:

We hereby guarantee all work performed by our company under Subcontract Agreement for the above referenced Project to be free from defective materials and workmanship for a period of one full year from date of Substantial Completion unless called for in the Contract Documents for a longer period of time.

Guaranteed By, *Benson Builders*
SUBCONTRACTOR

Substantial Completion Date: July 17, 2020

Guarantee Expiration Date: July 16, 2021

BY: *[Signature]*
TITLE: *President*

Sworn to before me, the undersigned authority on the *7th* Day of *Oct*, 2020.

Notary *Linda Keller*
My Commission Expires *Aug 23, 2022*



Date:

To:

Benson Builders and Properties, Incorporated

Paint

205 Park Court

Ridgeland, MS 39157

Reference/Project: Sulphur Springs Park - Health Center, Pavilion and Restrooms

To Whom it May Concern:

We hereby guarantee all work performed by our company under Subcontract Agreement for the above referenced Project to be free from defective materials and workmanship for a period of one full year from date of Substantial Completion unless called for in the Contract Documents for a longer period of time.

Guaranteed By, *Benson Builders*
SUBCONTRACTOR

Substantial Completion Date: July 17, 2020

Guarantee Expiration Date: July 16, 2021

BY: *[Signature]*

TITLE: *Pres*

Sworn to before me, the undersigned authority on the *7th* Day of *Oct*, 2020.

Notary

My Commission Expires

Linda Keller
Aug 23, 2022



BUFORD PLUMBING COMPANY, INC.

MECHANICAL CONTRACTORS
P.O. BOX 8601
JACKSON, MISSISSIPPI 39284-8601



(601) 372-7676
Fax 373-4014

22 September 2020

Benson Construction
205 Park Ct.
Ridgeland, MS 39157

**Re: Sulphur Springs Park, Health Center,
Pavilion and Restrooms
Madison, County**

Gentlemen:

We hereby guarantee all work performed by us under the captioned contract to be free from defective materials and workmanship for a period of one (1) year from the date of acceptance by the Architect and the Owner and it is hereby agreed that, should any defect in materials or workmanship occur within this period, such defects will be corrected at no cost to the Owner or the General Contractor.

We hereby certify that all bills for labor and materials incorporated into the above captioned project by us and all applicable taxes and insurance in connection with this work have been paid and the Owner and the General Contractor are hereby released from any and all claims.

Sincerely,

A handwritten signature in blue ink, appearing to read "Howard Buford".

Howard Buford, President
Buford Plumbing Co., Inc.

Date:

To:

Benson Builders and Properties, Incorporated

205 Park Court

Ridgeland, MS 39157

Reference/Project: Sulphur Springs Park - Health Center, Pavilion and Restrooms

To Whom it May Concern:

We hereby guarantee all work performed by our company under Subcontract Agreement for the above referenced Project to be free from defective materials and workmanship for a period of one full year from date of Substantial Completion unless called for in the Contract Documents for a longer period of time.

Guaranteed By, BYRD & COOK PAINT & DECORATING CENTER
SUBCONTRACTOR

Substantial Completion Date: July 17, 2020

Guarantee Expiration Date: July 16, 2021

BY: ADAM BYRD *Adam Byrd*
TITLE: VICE PRES

Sworn to before me, the undersigned authority on the 5th Day of Oct, 2020.

Debra W. Cook
Notary Debra W. Cook
My Commission Expires April 12, 2023



Date: 10/5/2020

To:

Benson Builders and Properties, Incorporated

205 Park Court

Ridgeland, MS 39157

Reference/Project: Sulphur Springs Park - Health Center, Pavilion and Restrooms

To Whom it May Concern:

We hereby guarantee all work performed by our company under Subcontract Agreement for the above referenced Project to be free from defective materials and workmanship for a period of one full year from date of Substantial Completion unless called for in the Contract Documents for a longer period of time.

Guaranteed By, DBB Construction LLC Substantial Completion Date: July 17, 2020
SUBCONTRACTOR

Guarantee Expiration Date: July 16, 2021

BY: [Signature]

TITLE: President

Sworn to before me, the undersigned authority on the 5th Day of October, 2020.

Notary Melissa R. Rhodes
My Commission Expires April 2, 2022



Date:

To:

Benson Builders and Properties, Incorporated

205 Park Court

Ridgeland, MS 39157

Reference/Project: Sulphur Springs Park - Health Center, Pavilion and Restrooms

To Whom it May Concern:

We hereby guarantee all work performed by our company under Subcontract Agreement for the above referenced Project to be free from defective materials and workmanship for a period of one full year from date of Substantial Completion unless called for in the Contract Documents for a longer period of time.

Guaranteed By, REC Construction
SUBCONTRACTOR

Substantial Completion Date: July 17, 2020

Guarantee Expiration Date: July 16, 2021

BY: Robby Clark
TITLE: owner

Sworn to before me, the undersigned authority on the 5th Day of Oct., 2020.

Melissa A. Sojourner

Notary
My Commission Expires 10-20-23





ROOFING CONTRACTOR'S ONE (1) YEAR INSTALLER'S WARRANTY

PROJECT: Sulphur Springs Park Health Center Pavilion and Restrooms
929 Sulphur Springs Road
Canton, MS 39046

INSTALLER: Architectural Paneling, LLC
P.O. Box 1026
Covington, TN 38019

PHONE: 901.475.2000
FAX: 901.475.2004

GENERAL CONTRACTOR: Benson Builders & Properties, Inc

WARRANTY PROVISIONS

Architectural Paneling, LLC agrees to warrant the standing seam metal roof panels assemblies that fail to remain weathertight, including leaks, within one (1) year from date of substantial completion.

EXECUTED AS OF THIS 17th DAY OF July, 2020.

INSTALLER: Architectural Paneling, LLC

BY: Marty

TITLE: CHIEF MANAGER

State of: Tennessee

County of: Tipton

Subscribed and sworn to before me
this 17th day of July 2020

Notary Public: Lori Ann Schmidt

My Commission expires: 6-23-21





Metal Roof and Wall Systems

**Precoated SIGNATURE® 300 Panel
PRECOATED 70% FLUOROPOLYMER PANEL
LIMITED WARRANTY**

MBCI, a division of NCI Group, Inc. (hereinafter referred to as "Manufacturer") warrants the panels, effective from the date of shipment, will perform in accordance to the following Signature® 300 Warranty:

PERFORMANCE SUMMARY

- A. **FILM INTEGRITY:** The paint film WILL NOT crack, check, or peel for a period of forty (40) years for Wall and Roof panels, except Brite Red, in which case thirty (30) years, and Copper Metallic and Silver Metallic, in which case twenty-five (25) years. Cracking is defined as breaks in the flat coating as opposed to breaks in the film caused by metal forming, which is not warranted hereunder.
- B. **CHALK AND FADE:** The paint film WILL NOT;
- (1) For a period of thirty (30) years, chalk in excess of a numerical rating of 8 for vertical or non-vertical panel applications when measured in accordance with the standard procedures as defined by the "Standard Methods of Evaluating Degree of Chalking of Exterior Paints", ASTM D4214, except; Brite Red, Copper Metallic and Silver Metallic in which case for a period of twenty-five (25) years, chalk in excess of a numerical rating of 6, or
- (2) For a period of thirty (30) years, fade or change in color in excess of 5 color difference units, for vertical or non-vertical panel applications, measured in accordance with ASTM D2244 on the exposed painted surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original (unexposed) painted surfaces, except; Brite Red, in which case for a period of twenty-five (25) years, fade or change in color in excess of 10 and Copper Metallic and Silver Metallic, in which case the warranty for fade does not apply. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

TERMS AND CONDITIONS

1. This warranty covers the material exposed to normal atmospheric conditions (which term excludes exposure to saltwater/marine atmospheres or corrosive or aggressive atmospheres such as, but not limited to, those contaminated with chemical fumes) in the continental United States, Alaska or Canada, unless Manufacturer agrees otherwise in writing. This warranty shall not apply where material failure is the result of fire, other accident or casualty, vandalism, salt spray, atomic radiation, harmful fumes or foreign substances in the atmosphere, acts of God, or other such occurrences beyond Manufacturer's control.
2. This warranty will not extend to or cover damages to the material due to improper packaging, shipping or processing as specified in the National Coil Coaters Association Technical Bulletin No. IV- (7), improper handling (whether pre-erection or during erection), improper storage, improper erection, or improper installation (which includes failure to permit drainage of standing water.)
3. Microscopic crazing of the film on formed radii is considered normal and is not to be construed as film cracking.
4. This warranty does not apply in the event of deterioration to the panels caused directly or indirectly by panel contact with inferior fasteners. Selection of suitable long-lasting fasteners to be used with Manufacturer's extended life panels rests solely with the Purchaser.
5. The improper use of Manufacturer's seaming equipment or use of seaming equipment obtained from a party other than the Manufacturer may result in this and all warranties being void.
6. This warranty will not extend to or cover:
 - a) Damage to the coating occasioned by moisture or other contamination detrimental to the coating because of improper storage of the coated Metal prior to installation.
 - b) Water damage to any materials after they leave the possession of the Manufacturer.
 - c) Damage to the prepainted metal caused by shipping, handling, and/or installation, storing, erecting and/or handling of the panels on the job site and/or any act or acts of negligence of the customer or any third party after the panels leave the possession of the Manufacturer.
 - d) Damage to the coated Metal as a result of standing water in non-vertical application.
 - e) Damage to the prepainted metal caused by cascading water.
 - f) Damage to the coated Metal caused by contact with, or water run-off from, lead, copper, graphite or other dissimilar material. This includes, but is not limited to, A/C condensation and treated wood.
 - g) Damage to the coated Metal caused by contact with corrosive substances, or allowing panel cut edges to be in continual contact with water, damp insulation, soil or vegetation i.e. setting wall panels directly on the concrete sheeting notch or base trim.
 - h) Damage caused by spray foam insulation.
 - i) This warranty does not apply to products, materials, accessories, parts, or attachments which are not produced by the Manufacturer. In addition, all items not specifically listed as included are hereby excluded from this warranty.
7. Customer shall exercise diligence in inspection of materials as received from Manufacturer prior to use so as to mitigate expense involved to Manufacturer under this warranty.
8. This warranty does not apply to the interior or reverse side finish nor does it extend to pre-painted materials used in interior (not atmospherically exposed) applications.
9. This warranty does not apply to perforated material.
10. This warranty applies only to the paint film on the material and does not cover in any way any other aspect of the material.
11. If the panel finish fails to perform as indicated under the terms of Performance outlined above, Manufacturer shall have no liability with respect thereto except, at its sole option to repaint, replace, or restore the failed material, which shall be the purchaser's sole and exclusive remedy. When Manufacturer chooses to replace the defective coated Metal, its sole obligation is for the replacement of the material only. Manufacturer shall not be liable for any expenses connected with labor for the replacement of the defective material or any consequential damages. Repainting shall not necessarily be with 70% PVF2/PVDF. In no event, however, shall Manufacturer's responsibility extend to any consequential damages, or for any special, indirect, or consequential loss of profits or any other incidental, general, special, or compensatory damages to anyone because such panels may have been nonconforming. In all cases Manufacturer reserves the right to approve and negotiate the contract for such repainting or restoring. The warranty on any repainted, replaced or restored coated material supplied hereunder shall be for the unexpired portion of the warranty period applicable to the original coated material.

**Precoated SIGNATURE® 300 Panel
PRECOATED 70% FLUOROPOLYMER PANEL LIMITED WARRANTY**

TERMS AND CONDITIONS (CONT.)

12. Claims must be reported in writing to Manufacturer within thirty (30) days after discovery of nonconformance. Adequate identification of the material involved in the claim, including date of installation, Manufacturer order number, Manufacturer invoice number, and date of shipment must be established by Buyer. A copy of this document must be presented to Manufacturer at time of claim. All notices given under or pursuant to this Agreement shall be in writing and sent by registered mail, postage prepaid, return receipt requested to:
- NCI Group, Inc.
P.O. Box 692055
Houston, TX 77269-2055
Attn: Claims Department
13. No terms or conditions other than those stated herein and no agreement or understanding, oral or written in any way purporting to modify this warranty shall be binding on Manufacturer unless made in writing and signed by the President of Manufacturer.
14. This warranty shall not become effective and Manufacturer shall not have any obligation under any warranty until all invoices issued by Manufacturer, Manufacturer's customer, and the Roofing Contractor have been paid in full, in accordance with their terms, without offset, deduction or credit and all installation deficiencies listed in any Manufacturer inspection report have been corrected and all Manufacturer procedures have been followed.
15. This warranty shall extend to the original Building Owner and is non-assignable and/or non-transferable. Should the Owner become insolvent, bankrupt, make an assignment for the benefit of its creditors, or for any reason discontinue its normal or regular business practices, this warranty shall forthwith become null and void and of no legal effect.
16. This Warranty shall be governed by and construed in accordance with the laws of the State of Mississippi. Any and all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof must be submitted to a court of competent jurisdiction in Madison County, Mississippi.
17. **FORCE MAJEURE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE IN ANY WAY TO THE BUILDING OWNER OR ANY OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS INCLUDING, WITHOUT LIMITATION: FIRE; LIGHTNING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR OR EMPLOYMENT DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.**
18. Notwithstanding the foregoing, the warranty coverage provided above by Manufacturer shall be expressly limited to and shall include only such warranty coverage on coatings applied to Manufacturer's panel materials by the original supplier(s) thereof. Any and all such warranty coverage available from Manufacturer shall apply only to the same extent that such warranty coverage is available from the original supplier thereof. To the extent that warranty coverage from such supplier(s) is unavailable for any reason whatsoever, Manufacturer shall not have any further liability to purchaser or any other party.

DISCLAIMER-EXCEPT AS EXPRESSLY STATED HEREIN, THE ABOVE WARRANTY PROVISIONS DO NOT COVER COATINGS, PRODUCTS, ACCESSORIES, PARTS OR ATTACHMENTS THAT ARE NOT PRODUCED BY MANUFACTURER. EXCEPT AS OTHERWISE EXPRESSLY STATED, THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND AND ANY WARRANTY, EXPRESS OR IMPLIED, IS HEREBY EXCLUDED AND DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT MANUFACTURER'S LIABILITY AND PURCHASER'S SOLE REMEDY, WHETHER IN CONTRACT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE COST OF THE AMOUNT OF THE MATERIALS, EXPRESSLY EXCLUDING LABOR COSTS AND EXPENSES, COSTS OF RENTING REPLACEMENTS AND ANY OTHER ADDITIONAL EXPENSES. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, LABOR COSTS AND EXPENSES, COSTS OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MANUFACTURER WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF PURCHASER'S (OR ANY OTHER PARTY'S) NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES WHATSOEVER AS A RESULT OF ANY OTHER PARTY'S MATERIALS OR PRODUCTS WHICH CAUSE OR ALLEGEDLY CAUSE, IN WHOLE OR IN PART, DAMAGE, LOSS OR DETERIORATION TO THE MANUFACTURER'S WALL AND/OR ROOF PANELS.

Signature* is a registered trademark of NCI Group, Inc.

Sulphur Springs park Health Center Pavilion & Restrooms
Project Name

6243474, 6188809, 6184433
Manufacturer's Job #

Tundra
Color(s)


Authorized Representative

October 7, 2020
Date



July 17, 2020

Benson Builders and Properties, Inc.
205 Park Court
Ridgeland, MS 39157

Re: Sulphur Springs Park – Health Center, Pavilion and Restrooms
Camden, MS

Gentlemen:

In accordance with the contract documents, the undersigned hereby guarantees all work performed by him under the agreement dated June 18, 2019, against faulty materials, and/or workmanship for a period one year from date of acceptance, or for such period of time as may be called for in the specifications for certain portions of the work.

Lamp warranties in accordance with specifications.

Sincerely,

Synergy Electric, Inc.

By: Bruce D. Brumfield
President

State of Mississippi
County of Madison

Before me, the undersigned authority in and for the jurisdiction aforesaid, personally came and appeared Bruce D. Brumfield, to me known, President of Synergy Electric, Inc. who then and there acknowledged to me that he signed and delivered the foregoing instrument on the day and date therein written.

Given under my hand and official seal of office, this 17th day of July, 2020 AD.

Jamie Edmondson
Notary Public





Warranty Letter

To Dear Valued Partner,

11/23/2020

Sub: CED JACKSON LETTER OF PRODUCT WARRANTY

This letter is to inform you that CED JACKSON guarantees the warranty of all FIXTURES and GEAR provided to be warrantied for the next 24 months. Please see a list of the warrantied manufacturers below:

- Advantage Environmental Lighting
- Regency-Ceiling Fans
- Industrial Lighting Products
- Spectrum Lighting
- Mule Lighting, Inc.
- Steinel Professional
- Lutron-Controls
- Eaton-Gear

Should you require any further information and enquiry, please do not hesitate to contact us.

Thanks you.

Austin Resser-PC Manager

A handwritten signature in black ink, appearing to read 'Austin Resser', written over a horizontal line.

M & R

Protective Systems, Inc.

1414 Wade Patrick Road
Brandon, MS 39042
(601) 825-5003 - office
(601) 824-1327 - facsimile

FIRE ALARMS • NURSE CALL SYSTEMS • CLOCK SYSTEMS • SOUND SYSTEMS • ACCESS CONTROL • CLOSED CIRCUIT TELEVISION

FINAL INSPECTION AND WARRANTY AGREEMENT

The Fire Alarm / Security system(s)

located at: Name Sulfer Springs Park Health Center

Address 929 Sulfer Springs Rd.

Camden, MS 39045

Contact Person: _____ Phone _____

has been inspected and tested by technicians of M & R Protective Systems, Inc., factory trained for Honeywell

and has been found to function properly. Upon acceptance, M & R Protective Systems, Inc. extends a 12 month warranty from 7/17/2020 to 7/17/2021.

Panel Types and Model Numbers Vista 32 FB

Monitored: Yes _____ No X Where _____

Authority Having Jurisdiction _____

Comments this is a combination Security/fire alarm

Date of Inspection 7/17/2020 Technicians Mike Patrick

Date of Acceptance _____ Accepted By _____

Monty Wilkinson, Pres
M & R Protective Systems, Inc.