

AIA[®] Document A101[®] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twelfth day of December in the year Two Thousand Twenty
(*In words, indicate day, month and year.*)

BETWEEN the Owner:
(*Name, legal status, address and other information*)

Madison County Board of Supervisors
146 West Center Street
Canton, Mississippi 39046

and the Contractor:
(*Name, legal status, address and other information*)

Guaranteed Roofing Company, Inc.
3540 I-55 South
Jackson, Mississippi 39212
Telephone Number: (601) 939-2782

for the following Project:
(*Name, location and detailed description*)

Madison County Annex Re-Roof
Madison, Mississippi

The Architect:
(*Name, legal status, address and other information*)

JH&H Architects, Planners, Interiors
1047 North Flowood Drive
Flowood, Mississippi 39232-9533
Telephone Number: (601) 948-4601

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

§ 2.1 The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

§ 2.2 Contractor shall, at its own expense as part of the Contract Sum, secure all licenses, furnish all labor, material, plant, office space, tools, equipment, machinery, scaffolding, cartage, electric current for power purposes and provide all other things and personnel necessary for the full and diligent prosecution of the Work, all in compliance with applicable statutes, building codes, ordinances and regulations and in a first class workmanlike manner in strict accordance with the requirements of the Project as well as to the reasonable satisfaction of the Owner. Contractor shall be responsible for supervision, coordination of its sub-trades, and for the performance of all actions reasonably required to complete the Work even if not specifically shown in the plans and specifications but can be reasonably inferred.

§ 2.3 The Contractor is required to furnish a payment and performance bond. Such bonds shall be executed by it with a fidelity or surety company authorized to transact business in Mississippi in form and amount satisfactory to the Owner. The Performance Bond shall guarantee the faithful performance of all contract obligations of this Contract. The Payment Bond shall comply with the requirements of Mississippi regarding unconditional payment bonds and assure the prompt payment of all claims of lienors and laborers. The cost of the bond shall be included within the Contract Sum.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

A date set forth in a notice to
(Paragraphs deleted)

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proceed.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[X] Not later than thirty (30) calendar days from the date of commencement of the Work.

(Paragraphs deleted)

(Table deleted)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Forty-Nine Thousand Five Hundred and 00/100 (\$ 49,500.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum: N/A

(Table deleted)

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

| Item | Price |
|-----------------------|------------|
| Contingency Allowance | \$5,000.00 |

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

(Row deleted)

| | | |
|--|---------|-------------------------------|
| B. If additional plywood roof deck is required due to damaged or deteriorated existing plywood deck. | \$10.00 | Per ¾ inch, 4x8 sheet plywood |
| C. If additional wood blocking is required beyond what is shown on the drawings. | \$3.50 | Per lineal foot |

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

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The Contractor and his Surety will be liable for and will pay the Owner the sum of Three Hundred (\$300.00) Dollars as liquidated damages for each calendar day until the Work is substantially complete. Reference Section 00 7300, AIA Document A201-2017, General Conditions of the Contract for Construction, Section 9.11.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first (1st) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty (60 days) after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

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- .5 Retainage withheld pursuant to Section 5.1.7.
- .6 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees at any time.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Reference Section 00 7300, Supplementary Conditions, Sections 9.3.1.3

§ 5.1.7.1.1 The following items are not subject to retainage: None

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Reference Section 00 7300, Supplementary Conditions, Sections 9.3.1.3

(Paragraphs deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

Reference Section 00 7200, AIA Document A201-2017, General Conditions of the Contract for Construction, Section 9.10

(Paragraphs deleted)

§ 5.3. Payment Procedures

5.3.1. Subject to the provisions of Article 9 of the General Conditions, the following payment procedures shall also apply to both progress and final payments.

1. At the time of the submission of an Application for Payment the Contractor shall furnish to the Contractor: (1) a certification of work performed on a form approved by the Owner; (2) waivers of lien for all work done by Contractor, all lienors giving notice and any such other persons, firms or corporations performing work in accordance with the Contract Documents to the date of the application for payment; and (3) evidence of payment to all laborers working directly or indirectly for the Contractor through the date of the application for payment. The Owner shall have the right at any time and in its sole discretion to make payments directly to laborers and/or material men and/or sub-contractors of the Contractor, or to make any such payments jointly to such payees and the Contractor.

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2. Payments made to the Contractor are received by it in trust to be applied first to the amount owing to any person who has performed labor or furnished materials to the Contractor for the performance and work under this agreement and before the Contractor shall use any monies received for any other purposes.

3. Partial or final payment will not be payable or due at the option of the Owner in the event that any of the following conditions exist: (1) Defective or damaged work is not remedied by Contractor; (2) Claims have been filed by laborers, material men and/or subcontractors under this agreement; (3) Contractor fails to make the proper application for payment or fails to comply with Mississippi's mechanics lien law; (4) Contractor becomes bankrupt or insolvent; (5) This agreement or any other agreement between Owner and Contractor is in breach; and (6) Any insurance required of Contractor ceases to be effective and in force.

4. Acceptance of final payment by Contractor operates as a release to the Owner of all claims and liability to the Contractor for all construction work performed by Contractor.

§ 5.3.2 The compensation payable to the Contractor hereunder shall not be increased because of the imposition of any taxes, or of increases in the price of any labor, material or services.

§ 5.3.3 No payment made hereunder shall operate as an admission on the part of the Owner that this Agreement, or any part thereof has been complied with, or preclude any action for damages against the Contractor should this Agreement not be faithfully executed in every respect or should the Work furnished and installed by the Contractor not meet with the approval of the Owner

§ 5.4 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[
(Paragraphs deleted)

X] Litigation solely and exclusively in a court of competent jurisdiction, which shall be in Madison County, Mississippi

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

The Owner shall pay the Contractor a termination fee in accordance with Article 14, paragraph 14.4.3 of AIA Document A201–2017

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

Danny Lee
Madison County Board of Supervisors
Tel: (601) 859-8241
Email: Danny.Lee@madison-co.com

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

Shelley R. Joiner, Vice-President
Telephone Number: (601) 939-2848
Email: renee@guaranteedroofingcompany.com

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Section 00 7300, Supplementary Conditions, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in 00 7300, Supplementary Conditions, and elsewhere in the Contract Documents.

(Paragraphs deleted)

§ 8.7 Other provisions:

§8.7.1 The Agreement shall be governed by the laws of the State of Mississippi, and the mandatory and exclusive venue of any and all litigation shall be in Madison County, Mississippi.

§8.7.2 As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

§ 8.7.3 Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 8.7.4 Article 1 of the General Conditions shall govern Contractor’s use of the Construction Documents.

§ 8.7.5 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the Owner’s alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor’s employees, subcontractors, and all other persons carrying out the Contract. Further, Contractor shall use commercially reasonable efforts to perform background checks on all Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors and for which will be present at the jobsite for the Project.

§ 8.7.6 Contractor shall require all construction workers, whether Contractor’s own forces or the forces of Contractor’s subcontractors, to park their personal motor vehicles on Owner’s property only in the parking places

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designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense.

§ 8.7.7 Contractor shall follow, and shall require all employees, agents or subcontractors to follow applicable ordinances of the municipality in which the Project is located.

§ 8.7.8 Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or adjoining property.

§ 8.7.9 The Contractor may not assign its responsibilities, duties, obligations and rights under this Agreement, without the express written consent of the Owner. This does not prevent Contractor from engaging subcontractors to perform various phases of the Project, but Contractor shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors.

§8.7.10 This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

§ 8.7.11 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents.

§ 8.7.12 This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Mississippi or of the United States shall not affect the validity of the remainder of this Agreement.

§ 8.7.13 By signing this Agreement, Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as a material inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work

- .1 The Contractor is authorized to do business in Mississippi under Mississippi Code §31-3-1 et seq. and is otherwise properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Contractor and over the Work and the Project.
- .2 Contractor is financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder and that it has no reasonable belief that any of its subcontractors are not are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete their respective portion of the Work.
- .3 The Contractor is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so.
- .4 The Contractor's execution of this Agreement and performance thereof is within the Contractor's duly authorized powers.
- .5 The Contractor's duly authorized representative has visited the site of the Project, is familiar with the local conditions under which the Work is to be performed, and has correlated observations with the requirements of the Contract Documents.
- .6 The Contractor possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project and will perform the Work with the care, skill, and diligence of such a contractor.

§ 8.7.14 No delay or omission by Owner in exercising any right or power accruing upon the noncompliance or failure of performance by Contractor of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by Owner of any of the covenants, conditions or agreements hereof to be

performed by Contractor shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 8.7.15 Contractor stipulates that Owner is a political subdivision of the State of Mississippi, and as such, enjoys immunities from suit and liability as provided by the Constitution and laws of the State of Mississippi. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .3 Drawings: Dated October 13, 2020

GENERAL INFORMATION

- G101 TITLE SHEET
- G102 ABBREVIATIONS, SYMBOLS

REFERENCE

- R101 REFERENCE ANNEX ROOF PLAN
- R102 REFERENCE PHOTOS ANNEX
- R103 REFERENCE PHOTOS ANNEX

DEMOLITION

- D101 DEMO ANNEX ROOF PLAN

ARCHITECTURAL

- A101 ANNEX ROOF PLAN

- .4 Specifications: Dated October 13, 2020

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

- 00 0101 PROJECT TITLE PAGE
- 00 0115 LIST OF DRAWING SHEETS
- ADVERTISEMENT FOR BIDS
- 00 2113 INSTRUCTIONS TO BIDDERS
- 00 3100 AVAILABLE PROJECT INFORMATION
- ASBESTOS-CONTAINING MATERIALS SURVEY AND ASSESSMENT, DATED APRIL 6, 2020
- 00 4100 BID FORM
- 00 5000 CONTRACTING FORMS AND SUPPLEMENTS
- 00 5200 AGREEMENT FORM
- 00 6000 PROJECT FORMS
- 00 7200 GENERAL CONDITIONS
- 00 7300 SUPPLEMENTARY CONDITIONS

DIVISION 01 – GENERAL REQUIREMENTS

- 01 1000 SUMMARY
- 01 2000 PRICE AND PAYMENT PROCEDURES
- 01 2100 ALLOWANCES
- 01 3000 ADMINISTRATIVE REQUIREMENTS
- 01 3216 CONSTRUCTION PROGRESS SCHEDULE
- 01 4000 QUALITY REQUIREMENTS
- 01 5000 TEMPORARY FACILITIES AND CONTROLS
- 01 6000 PRODUCT REQUIREMENTS
- 01 7000 EXECUTION AND CLOSE-OUT REQUIREMENTS
- 01 7800 CLOSEOUT SUBMITALS

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

06 1000 ROUGH CARPENTRY

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

07 0150.19 PREPARATION FOR RE-ROOFING
07 3113 ASPHALT SHINGLES
07 9200 JOINT SEALANTS

DIVISION 09 – FINISHES

09 9113 EXTERIOR PAINTING
(Row deleted)

.5 Addenda, if any: N/A

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[
(Paragraphs deleted)

] Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|--------------------------|------------------|-------|
| 00 7300 | Supplementary Conditions | October 13, 2020 | 17 |

(Paragraphs deleted)

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

N/A

This Agreement entered into as of the day and year first written above.

OWNER (Signature)
Gerald Steen, President
Madison County Board of Supervisors

(Printed name and title)

CONTRACTOR (Signature)
Shelley R. Joiner, Vice-President

(Printed name and title)