

AGREEMENT

This AGREEMENT, made this the \_\_\_\_\_ Day of \_\_\_\_\_, 2013, by and between THE COUNTY OF MADISON, MISSISSIPPI IN CONJUNCTION WITH THE WEST MADISON UTILITY DISTRICT, hereinafter called "OWNER" and , Suncoast Infrastructure, Inc. doing business as a Corporation, located in the hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of WEST MADISON SEWER REHABILITATION, said project being more completely described in the Contract Documents and on the Construction Plans.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within ninety (90) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of Five Hundred Dollars (\$500.00) for each consecutive calendar day thereafter as hereinafter provided in the Contract Documents.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Three Hundred One Thousand Two Hundred Seven Dollars (\$ 301,207.00 ), or as shown in the Bid Schedule.
5. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
6. The term "CONTRACT DOCUMENTS" means and includes (1) Advertisement for Bids, (2) Instructions to Bidders, (3) Contractor's Proposal, (4) Bid Bond, (5) this Agreement, (6) Payment Bond, (7) Performance Bond, (8) Grant General Conditions, (9) Special Conditions, (10) Technical Specifications, (11) Contract Drawings, (12) Notice of Award, (13) Notice to Proceed, (14) Addenda [if any], and (15) all subsequent Change Orders, Supplemental Agreements or other modifications to the Agreement.
7. This Agreement shall be binding upon all parties hereto their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in six (6) counterparts, each of which shall be deemed an original on the date first above written.

COUNTY OF MADISON, MISSISSIPPI

BY: \_\_\_\_\_  
Gerald Steen, President

ATTEST:

\_\_\_\_\_  
Arthur Johnston  
CHANCERY CLERK

(SEAL)

SUNCOAST INFRASTRUCTURE, INC.

BY: Richard A Rula  
Richard A Rula, President

ATTEST:

Mary Beth Harrison  
Mary Beth Harrison  
Secretary

(SEAL)



**PAYMENT BOND**  
Bond # 8205-43-51

KNOW ALL MEN BY THESE PRESENTS: that

Suncoast Infrastructure, Inc.

(Name of Contractor)

P O Box 397 Florence MS 39073

(Address of Contractor)

a Corporation, hereinafter called Principal and  
(Corporation, Partnership or Individual)

Federal Insurance Company

(Name of Surety)

15 Mountain View Road Warren NJ 07059

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

County of Madison, Mississippi

(Name of Owner)

146 West Center Street Canton MS 39046

(Address of Owner)

hereinafter called OWNER, in the penal sum of Three Hundred One Thousand Two Hundred  
Seven Dollars and Zero Cents Dollars, \$(301,207.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we  
bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2013,  
a copy of which is hereto attached and made a part hereof for the construction of:

West Madison Sewer Rehabilitation

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and  
corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract,  
and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline,  
coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of  
such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by  
SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension  
of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the  
SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby  
waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or  
to the SPECIFICATIONS.



**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Ronald L. Andrews Mary A. Goodin and Susan G. Johnston of Vicksburg, Mississippi**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **7th** day of **September, 2011**.

Kenneth C. Wendel, Assistant Secretary

James E. Altman, Vice President

STATE OF NEW JERSEY  
County of Somerset ss.

On this **7th** day of **September, 2011** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with James E. Altman, and knows him to be Vice President of said Companies; and that the signature of James E. Altman, subscribed to said Power of Attorney is in the genuine handwriting of James E. Altman, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2014**

Notary Public

**CERTIFICATION**

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this \_\_\_\_\_ day of \_\_\_\_\_



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: [surety@chubb.com](mailto:surety@chubb.com)

**PERFORMANCE BOND**

Bond # 8205-43-51

KNOW ALL MEN BY THESE PRESENTS: that

Suncoast Infrastructure, Inc.

(Name of Contractor)

P O Box 397 Florence MS 39073

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal and  
(Corporation, Partnership of Individual)

Federal Insurance Company

(Name of Surety)

15 Mountain View Road Warren NJ 07059

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

County of Madison, Mississippi

(Name of Owner)

146 West Center Street Canton MS 39046

(Address of Owner)

hereinafter called OWNER, in the penal sum of Three Hundred One Thousand Two

Hundred Seven Dollars and Zero Cents

Dollars, \$(\$301,207.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2013, a copy of which is hereto attached and made a part hereof for the construction of:

West Madison Sewer Rehabilitation

NOW, THEREFORE, IF THE Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.



**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

**Attn: Surety Department  
15 Mountain View Road  
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each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **7th** day of **September, 2011**.

Kenneth C. Wendel, Assistant Secretary

James E. Altman, Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

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Notarial Seal



**KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 14, 2014**

Notary Public

**CERTIFICATION**

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this \_\_\_\_\_ day of \_\_\_\_\_



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656  
e-mail: [surety@chubb.com](mailto:surety@chubb.com)

**CERTIFICATE OF SUFFICIENCY**

I, the undersigned, \_\_\_\_\_ the duly authorized and acting legal representative of THE COUNTY OF MADISON, MISSISSIPPI, do hereby certify as follows:

I have examined the Agreement and Surety Bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid instruments has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said instruments on behalf of the respective parties named thereon; and that the foregoing instruments constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)