

# Application and Certification for Payment

AIA DOCUMENT G702

PAGE 1 OF 2

<b>TO OWNER:</b>	<b>PROJECT:</b>	<b>APPLICATION NO:</b>	4- Final	<b>Distribution to:</b>
Madison County Board of Supervisors	Landscape Development Plans	<b>PERIOD TO:</b>	Oct 6,2021	OWNER <input type="checkbox"/>
125 West North Street	Madison County Historic Courthouse	<b>CONTRACT FOR:</b>	General Constr	ARCHITECT <input checked="" type="checkbox"/>
Canton, MS 39046	Canton, MS	<b>CONTRACT DATE:</b>	28-Jun-21	CONTRACTOR <input type="checkbox"/>
		<b>PROJECT NOS:</b>		FIELD <input type="checkbox"/>
				OTHER <input type="checkbox"/>
<b>FROM CONTRACTOR:</b>	<b>VIA ARCHITECT:</b>			
Harris Construction Services LLC	Gary Haygood, PLA,ASLA			
P.O. Box 1022	571 Highway 51, suite C			
Ridgeland, MS 39158	Ridgeland, MS 39157			

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	306,000.00
2. Net change by Change Orders	\$	11,533.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	317,533.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	317,533.00
5. RETAINAGE:		
a. 5% of Completed Work (Column D + E on G703)	\$	
b. 5% of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	317,533.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	294,502.85
8. CURRENT PAYMENT DUE	\$	23,030.15
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	-

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 4,033.00	\$ -
Total approved this Month	\$ 7,500.00	\$ -
<b>TOTALS</b>	<b>\$ 11,533.00</b>	<b>\$ -</b>
NET CHANGES by Change Order	\$	11,533.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **HARRIS CONSTRUCTION SERVICES LLC**

By: [Signature] Date: 10/12/21

State of: MS PM Name

County of: Madison

Subscribed and sworn to before me this 12 day of October

Notary Public: [Signature]

My Commission expires: November 2021



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 23,030.15

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION & CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

**APPLICATION NO.:** 4- Final  
**APPLICATION DATE:** October 6, 2021  
**PERIOD TO:** October 6, 2021  
**ARCHITECTS PROJECT NO.:**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO-DATE	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE 5%
			WORK COMPLETED							
			FROM PREVIOUS APPLICATIONS							
<b>01 0000</b>	<b>Division 01 - General Conditions</b>									
01 1000	Mobilixation	10,000	10,000			10,000	100.00%	0	0	
01 1500	General Conditions	29,500	29,500			29,500	100.00%	0	0	
01 2000	Supervision	26,500	26,500			26,500	100.00%	0	0	
01 3000	Labor Burden	9,920	9,920			9,920	100.00%	0	0	
01 4000	GR Tax	10,710	10,710			10,710	100.00%	0	0	
01 5000	Bond	6,120	6,120			6,120	100.00%	0	0	
01 6000	Demo Concrete and remove	45,300	45,300			45,300	100.00%	0	0	
01 7000	New sidewalks	74,500	74,500			74,500	100.00%	0	0	
01 8000	Irrigation	26,950	26,950			26,950	100.00%	0	0	
01 9000	Haul Off Grubbing	6,500	6,500			6,500	100.00%	0	0	
01 9100	Top soil	18,000	18,000			18,000	100.00%	0	0	
01 9200	Sod	42,000	42,000			42,000	100.00%	0	0	
02 1000	CO#1 Booster Pump	4,033	4,033			4,033	100.00%	0	0	
02 2000	CO #2 Add Junipers	7,500		7,500		7,500	100.00%	0	0	
<b>Grand Total</b>		<b>317,533</b>	<b>310,033</b>	<b>7,500</b>		<b>0</b>	<b>317,533</b>	<b>100.00%</b>	<b>0</b>	<b>0</b>

**CONSENT OF SURETY  
TO FINAL PAYMENT**

*AIA Document G707*

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

Bond No. 2318515

TO OWNER:  
*(Name and address)*

Madison County Board of Supervisors  
125 West North Street  
Canton, MS 39046

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Same as Below

PROJECT:  
*(Name and address)*

Landscape Development Plans Madison County Historic Courthouse Canton, MS

CONTRACT DATED: June 28, 2021

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

North American Specialty Insurance Company  
1200 Main Street, Suite 800  
Kansas City, MO 64105

, SURETY,

on bond of  
*(Insert name and address of Contractor)*

HARRIS CONSTRUCTION SERVICES LLC  
P.O. Box 1022  
Ridgeland, MS 39158

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of  
any of its obligations to  
*(Insert name and address of Owner)*

Madison County Board of Supervisors  
125 West North Street  
Canton, MS 39046

, OWNER,

as set forth in said Surety's bond.


IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: October 5, 2021  
*(Insert in writing the month followed by the numeric date and year.)*

Attest:  
(Seal):

  
Brody Buckley



North American Specialty Insurance Company  
*(Surety)*

By:   
*(Signature of authorized representative)*

Stephen Wesley Price, Jr. Attorney-in-Fact  
*(Printed name and title)*  
Resident MS Agent/Fisher Brown Bottrell

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: **Stephen Wesley Price, Jr.**

Principal: HARRIS CONSTRUCTION SERVICES LLC Bond Number: 2318515  
Obligee: Madison County Board of Supervisors Bond Amount: Sec Bond Form  
Bond Description: Landscape Development Plans Madison County Historic Courthouse Canton, MS

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: **FIFTY MILLION (\$50,000,000.00) DOLLARS**

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By [Signature]  
Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook ss:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 5th day of October, 2021.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company



**HARRIS CONSTRUCTION SERVICES, LLC**

Date: 9/17/2021

Madison County Board of Supervisors  
125 West North Street  
Canton, MS 39046

RE: Landscape Development Plans  
Madison County Historic Courthouse

SUBJ: Guarantee of Work

Dear Mr. Owner,

Harris Construction Services, LLC hereby warrants and guarantees that all Work performed under the Contract for (*Project Name*), *Architect's* Project 18048-RWD, is free of defects in materials and Workmanship for one (1) year from the date of Substantial Completion, except where specified for longer periods.

Within the warranty periods(s), if repairs are requested in connection with the guaranteed Work that are determined to be necessary as a result of the proper use of materials, equipment or Workmanship which, are determined to be inferior, defective, or not according to the terms of the Contract, the Contractor shall, within a reasonable time period, upon receipt of notice from the Owner, place in satisfactory condition building, site, equipment or contents provided under this Contract. The Contractor shall also make good any Work, materials, equipment or contents of said project, which may be disturbed by fulfilling any such Warranty work.

Conditional, Heavy foot and other traffic on newly placed sod cannot be warranted for upcoming Canton Flea Market.

Sincerely,

**Harris Construction Services**

David R Harris  
Project Manager



**AIA**<sup>®</sup>

# Document G706A™ – 1994

## Contractor's Affidavit of Release of Liens

**PROJECT:** *(Name and address)*

Landscape Madison Courthouse  
Canton, MS

**ARCHITECT'S PROJECT NUMBER:**

**CONTRACT FOR:** Landscape Development

OWNER

ARCHITECT

CONTRACTOR

**TO OWNER:** *(Name and address)*

Madison County Supervisors  
125 West North Street  
Canton, MS 39046

**CONTRACT DATED:** June 28, 2021

SURETY

OTHER

**STATE OF:** Mississippi

**COUNTY OF:** Madison

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

**EXCEPTIONS:**

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR:** *(Name and address)*

Harris Construction Services  
P.O. Box 1022  
Ridgeland, MS 39158

**BY:**

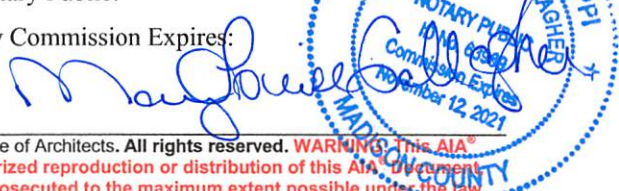
*(Signature of authorized representative)*

David Harris, Member  
*(Printed name and title)*

Subscribed and sworn to before me  
on this date: October 12, 2021

Notary Public:

My Commission Expires:





**AIA**<sup>®</sup>

# Document G706™ – 1994

## Contractor's Affidavit of Payment of Debts and Claims

**PROJECT:** *(Name and address)*

Landscape Madison Courthouse  
Canton, MS

**ARCHITECT'S PROJECT NUMBER:**

**CONTRACT FOR:** Landscape Development

OWNER

ARCHITECT

CONTRACTOR

**TO OWNER:** *(Name and address)*

Madison County Supervisors  
125 West North Street  
Canton, MS 39046

**CONTRACT DATED:** June 28, 2021

SURETY

OTHER

**STATE OF:** Mississippi

**COUNTY OF:** Madison

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

**EXCEPTIONS:**

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety, may be used for this purpose.

Indicate Attachment  Yes  No

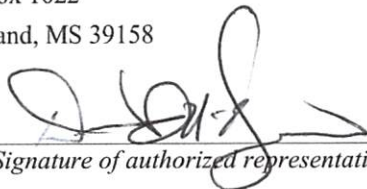
*The following supporting documents should be attached hereto if required by the Owner:*

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A™).

**CONTRACTOR:** *(Name and address)*

Harris Construction Services  
P.O. Box 1022  
Ridgeland, MS 39158

BY:

  
*(Signature of authorized representative)*

David Harris, Member  
*(Printed name and title)*

Subscribed and sworn to before me  
on this date: October 12, 2021

Notary Public:  
My Commission Expires:



# CERTIFICATE OF SUBSTANTIAL COMPLETION

AIA DOCUMENT G704

(Instructions on reverse side)

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

PROJECT:

(Name and address)

LANDSCAPE DEVELOPMENT PLANS  
MADISON COUNTY HISTORIC COURTHOUSE  
CANTON, MS

PROJECT NO.: —

CONTRACT FOR: LANDSCAPE DEVELOPMENT  
CONTRACT DATE: JUNE 28, 2021

TO OWNER:

(Name and address)

MADISON COUNTY BOARD OF SUPERVISORS  
125 WEST NORTH STREET  
CANTON, MS 39046

TO CONTRACTOR:

(Name and address)

HARRIS CONSTRUCTION  
P.O. Box 1022  
RIDGELAND, MS 39158

DATE OF ISSUANCE: 10/21/21

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:


ENTIRE PROJECT INCLUDING CHANGE ORDERS 1 AND 2.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

NONE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

  
 ARCHITECT GARY HARGOOD, ASLA BY 10/21/21 DATE

The Contractor will complete or correct the Work on the list of items attached hereto within N/A days from the above date of Substantial Completion.

  
 CONTRACTOR David R. Harris BY 10/21/21 DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER \_\_\_\_\_ BY \_\_\_\_\_ DATE \_\_\_\_\_

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)



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