

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

AGREEMENT made as of the Fifth day of August 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 125 West North Street Canton, MS 39046 6018555500

and the Contractor:

(Name, legal status, address and other information)

The Lathan Company 5450 Rangeline Road Mobile, AL 36619 251 443 7663

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

Madison County Courthouse Re-Roof 140 W Peace Street Canton, MS 39046

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

Belinda Stewart Architects, PA PO Box 867 / 61 North Dunn Street Eupora, MS 39744 662 258 6405

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An Additions and Deletions Report that notes 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 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

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.

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.)

[]	The date of this Agreement.
[X]	A date set forth in a notice to proceed issued by the Owner.
[]	Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)

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 Two Hundred Ten (210) calendar days from the date of commencement of the Work.								
[]	By the following date:								

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

N/A

§ 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 Nine Hundred and Ninety-Eight Thousand Dollars and Zero Cents (\$ 998,000.00), 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:

ltem

Price

ADD: Alternate #1 Repaint

\$62,500.00 (Sixty two thousand five hundred dollars)

Courthouse Tower

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

ltem

Price

Mechanical Renovation Allowance

\$50,000.00 (fifty thousand dollars)

§ 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.)

item	Units and Limitations	Price per Unit (\$0.00)
Unit Price #1: Roof Decking	square foot	\$4.00
Replacement		
Unit Price #2: Plywood Roof	square foot	\$3.00
Overlayment		

§ 4.5 Liquidated damages, if any:

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

Five hundred dollars per day (\$500.00)

§ 4.6 Other:

User Notes:

(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 AIA Document AI01 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 15:02:54 CDT on 08/01/2025 under Subscription No.20250103615 which expires on 02/20/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

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:

The period between regular monthly progress meetings.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifteenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last 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 A201TM-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:
 - 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
 - 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:
 - The aggregate of any amounts previously paid by the Owner;
 - The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld .2 a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
 - 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;
 - 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
 - Retainage withheld pursuant to Section 5.1.7. .5

§ 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.)

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

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

Taxes, General Conditions, and Insurance

§ 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.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows: (Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

- § 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
 - the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work .1 as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
 - 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:

N/A

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if anv.)

1.00 % monthly

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.)

N/A

§ 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.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2017 []
- [X] Litigation in a court of competent jurisdiction

1 Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

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.

§ 7.2 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)

Greg Higginbotham 125 West North Street Canton, MS 39046 601 855 5502 greg.higginbotham@madison-co.com

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Jeff Barnickel 5450 Rangeline Road Mobile, AL 36619 251 443 7663 jeff@lathancompany.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 AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101TM_2017 Exhibit A, and elsewhere in the Contract Documents.

ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor

- 2 AIA Document A101TM-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201TM–2017, General Conditions of the Contract for Construction
- .5 Drawings

NumberTitleDateSee attached Exhibit BList of DrawingsJune 12, 2025

.6 Specifications

SectionTitleDatePagesSee attached Exhibit CTable of ContentsJune 12, 20252

.7 Addenda, if any:

Number	Date	Pages
Addenda #1	July 3, 2025	73
Addenda #2	July 8, 2025	1
Addenda #3	July 8, 2025	1

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.

.9 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)

BY: Gerald Steen, President

(Printed name and title)

CONTRACTOR (Signature)

BY: Jeff Barnickel, President

(Printed name and title)



BEATRIZ REL My Commission Expires December 9, 2026

SECTION 00 0015 LIST OF DRAWINGS



ARCHITECTURAL DRAWINGS:

COVER SHEET

- G0.1 GENERAL NOTES
- A0.1 SITE PLAN
- A1.1 ROOF DEMOLITION & PLAN
- A1.2 2ND & 3RD FLOOR PLAN
- A1.3 BASEMENT & ATTIC PLAN
- A2.1 ELEVATIONS
- A3.1 MASONRY & ROOF DETAILS
- A3.2 ROOF & STAIR DETAILS

STRUCTURAL DRAWINGS:

- S1.1 ROOF FRAMING PLAN
- S2.1 DETAILS

MECHANICAL DRAWINGS:

- M0.1 HVAC LEGEND AND ABBREVIATION
- M0.2 HVAC SPECIFICATIONS
- M1.1 ATTIC HVAC PLAN
- M1.2 SECOND FLOOR HVAC PLAN
- M6.0 HVAC DETAILS & SCHEDULES

ELECTRICAL DRAWINGS:

E1.0 LIGHTING PLAN ATTIC & ROOF

END OF SECTION 00 0015

SECTION 0000 10



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DIVISION 0 - INTRODUCTORY INFORMATION, BIDDING, & CONTRACTING REQUIREMENTS

Invitation for Bids
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List of Drawings
Instructions to Bidders
Bid Form
Agreement Form
General Conditions
Supplementary Conditions
Additional Supplementary Conditions - Architect

DIVISION 1 - GENERAL REQUIREMENTS

DIVISION 1 - GENERAL REQUIREMENTS						
01 1000	Summary					
01 2000	Price and Payment Procedures					
01 2100	Allowances					
01 2200	Unit Prices					
012300	Alternates					
01 2500	Substitution Procedures					
01 3000	Administrative Requirements					
01 4000	Quality Requirements					
01 4216	Definitions					
01 5000	Temporary Facilities & Controls					
01 6000	Product Requirements					
01 7000	Execution and Closeout Requirements					
01 7800	Closeout Submittals					

DIVISION 2 - EXISTING CONDITIONS

02 2140 Restoration and Renovation Techniques

DIVISION 4 - MASONRY

04 0100 Masonry Restoration & Cleaning

DIVISION 6 - WOOD, PLASTICS, & COMPOSITES

06 1000	Rough Carpentry
06 2000	Finish Carpentry

DIVISION 7 - THERMAL & MOISTURE PROTECTION

	THE THE STATE OF T
07 3113	Asphalt Shingles
07 5200	Modified Bituminous Membrane Roofing
07 6200	Sheet Metal Flashing and Trim
07 9200	Joint Sealants

DIVISION 8 - OPENINGS

08 5560 Restoration of Historic Steel Windows

DIVISION 9 - FINISHES

2407 Madison County Courthouse Re-Roof

BSA Project #2407

00 0010 2

09 2116	Gypsum Board Assemblies
09 2523	Lime Based Plastering
09 9113	Exterior Painting
09 9123	Interior Painting
09 9725	Mineral Based Coatings

END OF SECTION

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ACORD'

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/4/2025

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.

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).

	PRODUCER SOME SOME SOME SOME SOME SOME SOME SOME											
Insurance Office of America 3535 Grandview Parkway					PHONE (A/C, No	, Ext): (205) 2	63-5975	FAX (A/C, No):				
Suite	40	0					E-MALESS: Susan.Joe@ioausa.com					
Birm	ing	ham, AL 35243						INS	URER(S) AFFOR	DING COVERAGE		NAIC#
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INSU	RED									surance Company of A		19046
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