

 **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 sixth day of July in the year two thousand, twenty-six  
*(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)*

Great Southern Recreation  
2441-Q Old Fort Parkway No. 462  
Murfreesboro, Tennessee 37128

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

Rogers Park Playground and Pavilion  
Canton, Mississippi

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

JH&H Architects, Planners, Interiors PA  
1047 North Flowood Drive  
Flowood, Mississippi 39232-9533

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, 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 Proceed.  
*(Paragraphs deleted)*

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/

§ 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 one hundred, twenty ( 120 ) calendar days from the date of commencement of the Work.

(Table deleted)

(Paragraph 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 three hundred thirty-seven thousand, seven hundred, five and 00/100 dollars (\$ 337,705.00 ), 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:

Item	Price
N/A	

(Table deleted)

(Paragraphs deleted)

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

(Identify each allowance.)

Item	Price
Contingency Allowance: for use upon the Owner's instructions.	\$10,000.00
Inspection and Testing Allowance: for payment of inspection and testing services as specified in Section 01 4000 – Quality Requirements.	\$7,000.00

§ 4.4 Unit prices, if any:

(Paragraph deleted)

Item	Price
Select Fill (per cubic yard): For additional imported satisfactory fill materials; undercut and removal of unclassified excavation and spoil off site, and material backfill with imported satisfactory fill materials (measured as compacted in place volume)	\$40.00

§ 4.5 Liquidated damages, if any:

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

The Contractor and his Surety will be liable for and will pay the Owner the sum of Two Hundred, Fifty Dollars (\$250.00) as liquidated damages for each calendar day until the Work is substantially complete. Reference Section 00 7200, AIA Document A201-2017, General Conditions of the Contract for Construction, Section 9.11 and Section 00 2113, Paragraph 1.14, Contract.

§ 4.6 Other:

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

N/A

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## 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 (1<sup>st</sup>) 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
- .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 7200, General Conditions, Section 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 7200, General Conditions, Section 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.
- .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  
(Paragraphs deleted)  
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)

- ] 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)

Greg Higginbotham, County Administrator

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Madison County Mississippi  
Tel: 601-855-5502  
Email: greg.higginbotham@madison-co.com

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

Brock Beck, Territory Manager  
Great Southern Recreation  
2441-Q Old Fort Parkway No. 462, Murfreesboro, TN 37128  
Tel: 601-609-2780  
Email: brock@greatsouthernrec.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 7200, General Conditions, Article 11, and elsewhere in the Contract Documents.

**§ 8.5.2** The Contractor shall provide bonds as set forth in 00 7200, General Conditions, Article 11, 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.

**§ 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 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.

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**§ 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 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 can 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 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 the 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 14 May 2026

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G101 Title Sheet  
 G102 Survey for Information Only  
 AS100 Site Drainage  
 AS101 Site Plan  
 AS102 Site Details  
 E001 Electrical Symbols Legend, Specs & Details  
 E101 Electrical Site Plan

**.4** Specifications: dated 14 May 2026

00 0101 Project Title Page  
 00 0115 List of Drawing Sheets  
 Advertisement For Bids  
 00 2113 Instructions to Bidders  
 00 3100 Available Project Information  
 00 4100 Bid Form  
 00 5000 Contracting Forms and Supplements  
 00 7200 General Conditions  
 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 Closeout Requirements  
 01 7800 Closeout Submittals  
 02 2200.01 Soil Erosion and Sediment Control  
 02 4110 Demolition  
 03 0516 Underslab Vapor Barrier  
 03 1000 Concrete Forms and Accessories  
 03 2000 Concrete Reinforcement  
 03 3000 Cast-In-Place Concrete  
 06 1000 Rough Carpentry  
 10 7346 Prefabricated Site Shelters  
 31 1000 Site Clearing  
 31 2323 Fill  
 31 3116 Termite Control  
 32 1313 Playground Protective Surfacing  
 32 9223 Playground Equipment

*(Paragraph deleted)*

32 9223 Sodding

**.5** Addenda, if any:

*(Row deleted)*

Addendum	Date	Pages
Addendum No. 01	06 June 2026	20
Addendum No. 02	11 June 2026	04

**.6**

*(Paragraphs deleted)*

Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

[  ] General Conditions of the Contract:

Document	Title	Date	Pages
00 7200	General Conditions	AIA 201-2017	43

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(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, Board President  
Madison County Board of Supervisors  
\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**CONTRACTOR** (Signature)

  
**Justin Vance, President**  
~~Brock Beck, Territory Manager~~  
Great Southern Recreation  
\_\_\_\_\_  
(Printed name and title)

# **AIA** Document A312™ – 2010

## Performance Bond

**CONTRACTOR:**

*(Name, legal status and address)*  
Great Southern Recreation, LLC  
2441-Q Old Ford Parkway, Ste. 462  
Murfreesboro, TN 37128

**SURETY:**

*(Name, legal status and principal place of business)*  
Capitol Indemnity Corporation  
P.O. Box 5900  
Madison, WI 53705 - 0900

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**OWNER:**

*(Name, legal status and address)*  
Madison County Board of Supervisors  
125 West North Street  
Canton, MS 39046

**CONSTRUCTION CONTRACT**

Date:

Amount. Three Hundred Thirty-Seven Thousand Seven Hundred Five  
\$337,705

Description.

*(Name and location)*  
Rogers Park Playground and Pavilion; Canton, Mississippi

**BOND**

Date: 6/22/2026

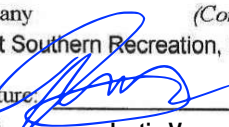
*(Not earlier than Construction Contract Date)*

Amount. Three Hundred Thirty-Seven Thousand Seven Hundred Five  
\$337,705

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company *(Corporate Seal)*  
Great Southern Recreation, LLC

Signature:   
Name **Justin Vance**  
and Title: **President**

*(Any additional signatures appear on the last page of this Performance Bond.)*

**SURETY**

Company: *(Corporate Seal)*  
Capitol Indemnity Corporation

Signature:   
Name **Thomas J. Lincoln**  
and Title: **Attorney-In-Fact**



*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

Miller Loughry Beach Insurance Services, Inc.  
214 W. College Street  
Murfreesboro, TN 37130  
615-896-9292

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- 1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- 2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- 3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- 1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- 2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- 1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- 3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


§ 16 Modifications to this bond are as follows:

N/A

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

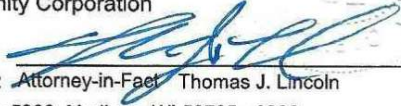
**CONTRACTOR AS PRINCIPAL**

Company: Great Southern Recreation, LLC *(Corporate Seal)*

Signature:   
Name and Title: **Justin Vance**  
Address: **President**

**SURETY**

Company: Capitol Indemnity Corporation *(Corporate Seal)*

Signature:   
Name and Title: **Attorney-in-Fact Thomas J. Lincoln**  
Address: **P.O. Box 5900, Madison, WI 53705 - 0900**

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

# AIA<sup>®</sup> Document A312<sup>TM</sup> – 2010

## Payment Bond

**CONTRACTOR:**

*(Name, legal status and address)*  
Great Southern Recreation, LLC  
2441-Q Old Ford Parkway, Ste. 462  
Murfreesboro, TN 37128

**SURETY:**

*(Name, legal status and principal place of business)*  
Capitol Indemnity Corporation  
P.O. Box 5900  
Madison, WI 53705 - 0900

**OWNER:**

*(Name, legal status and address)*  
Madison County Board of Supervisors  
125 West North Street  
Canton, MS 39046

**CONSTRUCTION CONTRACT**

Date:

Amount. Three Hundred Thirty-Seven Thousand Seven Hundred Five  
\$337,705

Description.

*(Name and location)*  
Rogers Park Playground and Pavilion; Canton, Mississippi

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**BOND**

Date: 6/22/2026

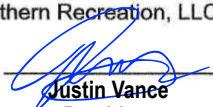
*(Not earlier than Construction Contract Date)*

Amount. Three Hundred Thirty-Seven Thousand Seven Hundred Five  
\$337,705

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

Company *(Corporate Seal)*  
Great Southern Recreation, LLC

Signature:   
Name: Justin Vance  
and Title: President

*(Any additional signatures appear on the last page of this Payment Bond.)*

**SURETY**

Company: *(Corporate Seal)*  
Capitol Indemnity Corporation

Signature:   
Name: Thomas J. Lincoln  
and Title: Attorney-in-Fact



*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

Miller Loughry Beach Insurance Services, Inc.  
214 W. College Street  
Murfreesboro, TN 37130  
615-896-9292

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- 1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- 2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum.

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

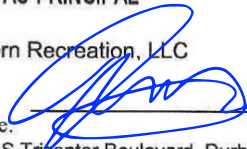
§ 18 Modifications to this bond are as follows:

N/A

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

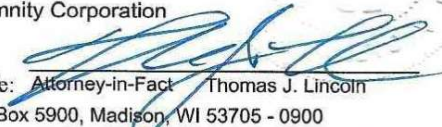
**CONTRACTOR AS PRINCIPAL**

Company Great Southern Recreation, LLC (Corporate Seal)

Signature:  **Justin Vance**  
Name and Title: **President**  
Address 2530 S Tricenter Boulevard, Durham, NC 27713

**SURETY**

Company: Capitol Indemnity Corporation (Corporate Seal)

Signature:   
Name and Title: Attorney-in-Fact **Thomas J. Lincoln**  
Address P.O. Box 5900, Madison, WI 53705 - 0900

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

**CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY**

CIC1975214

Bond Number

**KNOW ALL MEN BY THESE PRESENTS**, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----THOMAS J. LINCOLN-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

“**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and 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 valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

**IN WITNESS WHEREOF**, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of November, 2025.

Attest:

Ryan J. Byrnes  
Senior Vice President,  
Chief Financial Officer and Treasurer

Joseph K. Labieniec  
Senior Vice President and Chief Operating Officer



**CAPITOL INDEMNITY CORPORATION**

Adam L. Sills  
Chief Executive Officer and President

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.:

On the 1st day of November, 2025 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 22nd day of June, 2026.



Suzanne M. Broadbent  
Secretary



