



AIA® Document A101™ – 2007

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

AGREEMENT made as of the Ninth day of January in the year Two Thousand Fourteen
(In words, indicate day, month and year.)

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

Madison County, Mississippi, Other
146 West Center Street
Canton, Mississippi 39046

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

Tyler Construction Group, ~~Limited Liability Company~~ **Corporation**
203 West Beacon Street
Philadelphia, Mississippi 39350
Telephone Number: 601-656-3200
Fax Number: 601-656-3322

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

10-018 Madison County Circuit Courthouse
Phase II Selective Interior Demolition and Renovation for:
Madison County Circuit Courthouse
128 West North Street
Canton, Mississippi
Selective interior Demolition and Renovation, and Sally Port Addition. Site Drainage improvements, and Exterior Window Rehabilitation.

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

M3A Architecture, PLLC, Limited Liability Company
4880 McWillie Circle
Jackson, MS 39206
Telephone Number: 601-981-1227
Fax Number: 601-983-4444

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.

AIA Document A201™-2007, 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.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
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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 the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

| Date of commencement to fixed by issuance of the Notice to Proceed

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

| None

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

| § 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Ninety (90) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Should the Contractor fail to complete the work within the specified time or within any extra time allowed under this contract, \$1000.00 per day shall be deducted from funds due the Contractor, or, if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the contractor, or from the surety, or from both. The amounts of these deductions are to cover liquidated damages to the owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified and such deductions are not to be considered penalties.

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 Eight Hundred Thousand Dollars and Zero Cents (\$ 800,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

None

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
Unit Price 1: Replace and/or repair damaged Gyp Board as needed; the actual total square footage amount of Gyp Board will be determined on site at the time of replacement.	5000 Square Feet	\$2.00 PSF
Unit Price 2: Provide for Interior Painting of Existing Gypsum Board Walls as needed; the actual total square footage amount of interior painting will be determined on site are directions of Architect.	10000 Square Feet	\$0.65 PSF

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
None	

Init.

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:

Thirty (30) Calendar Days

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Twenty Fifth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) (Thirty (30)) 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, unless objected to by the Architect, 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 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of 5% percent (5% %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add 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), less retainage of 5% percent (5% %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

After a Fifty Percent (50%) Completion of the Scope of Work has been achieved in the opinion of the Professionals Not later than thirty (30) days following said period covered by the Application for Payment ninety seven point five percent (97.5%) of the portions of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety seven point five (97.5%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner. Upon fifty percent (50%) completion of agreed upon Scope of Work, the Owner shall return fifty percent (50%) of the retainage to date to the contractor for distribution to the appropriate subcontractors and suppliers. Upon Substantial Completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such accounts as the Architect shall determine for all incomplete work and unsettled claims as provided in the Contract Documents. The Contractor shall submit the Application for Payment to the Architect by the 5th day following the end of the period covered by the Application for Payment.

§ 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 Section 12.2.2 of AIA Document A201–2007, 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:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as 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.)*

M3A Architecture PLLC/William L. McElroy AIA NCARB
4880 McWillie Circle
Jackson, Mississippi 39206
Telephone Number: 601-981-1227
Fax Number: 601-983-4444

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, 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.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction

Init.

[] Other (Specify)

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 A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 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 any.)

1.00 % monthly

§ 8.3 The Owner's representative:
(Name, address and other information)

Karl Banks
Madison County, Mississippi
146 West Center Street
Canton, Mississippi 39046

§ 8.4 The Contractor's representative:
(Name, address and other information)

Josh Gamblin
203 West Beacon Street
Philadelphia, Mississippi 39350
Telephone Number: 601-656-3200
Fax Number: 601-656-3322

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA A201 – 2007	General Conditions of Contract for Construction	1/10/2014	41
Section 00700	General Conditions	10/31/2013	1
Section 00800	Supplementary General Conditions	10/31/2013	7

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Project Specifications Manual Project Number 10-018, Phase II Selective Interior Demolition and Renovation for: Madison County Circuit Courthouse, Canton , Mississippi October 31, 2013

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Project Construction Drawing Set Project Number 10-018, Phase II Selective Interior Demolition and Renovation for: Madison County Circuit Courthouse, Canton , Mississippi October 31, 2013

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum #1	11/26/2013	53

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

Not Applicable

- .2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Init.

None

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Performance Bond	Full Contract Amount (\$800,000.00)
Payment Bond	Full Contract Amount (\$800,000.00)
Automobile/Vehicle Liability	\$1,000,000.00 Combined Single Limit
Commercial General Liability	\$1,000,000.00 Minimum Limit
Commercial Umbrella	\$1,000,000.00 Minimum Limit
Workers Compensation and Employers Liability	\$500,000.00 Minimum Limit

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

OWNER (Signature)

Karl Banks, President, Madison County Board of Supervisors

(Printed name and title)

CONTRACTOR (Signature)

Josh Gamblin, ~~Chairman/CEO~~ President

(Printed name and title)



Additions and Deletions Report for **AIA[®] Document A101TM – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:36:41 on 01/24/2014.

PAGE 1

AGREEMENT made as of the Ninth day of January in the year Two Thousand Fourteen

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Madison County, Mississippi, Other
146 West Center Street
Canton, Mississippi 39046

...

Tyler Construction Group, Limited Liability Company
203 West Beacon Street
Philadelphia, Mississippi 39350
Telephone Number: 601-656-3200
Fax Number: 601-656-3322

...

10-018 Madison County Circuit Courthouse
Phase II Selective Interior Demolition and Renovation for:
Madison County Circuit Courthouse
128 West North Street
Canton, Mississippi
Selective interior Demolition and Renovation, and Sally Port Addition. Site Drainage improvements, and Exterior Window Rehabilitation.

...

M3A Architecture, PLLC, Limited Liability Company
4880 McWillie Circle
Jackson, MS 39206
Telephone Number: 601-981-1227
Fax Number: 601-983-4444

PAGE 2

Date of commencement to fixed by issuance of the Notice to Proceed

...

None

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Ninety (90) days from the date of commencement, or as follows:

PAGE 3

Should the Contractor fail to complete the work within the specified time or within any extra time allowed under this contract, \$1000.00 per day shall be deducted from funds due the Contractor, or, if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the contractor, or from the surety, or from both. The amounts of these deductions are to cover liquidated damages to the owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified and such deductions are not to be considered penalties.

...

§ 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 Eight Hundred Thousand Dollars and Zero Cents (\$ 800,000.00), subject to additions and deductions as provided in the Contract Documents.

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None

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<u>Unit Price 1:</u>	<u>5000 Square Feet</u>	<u>\$2.00 PSF</u>
<u>Replace and/or repair damaged Gyp Board as needed; the actual total square footage amount of Gyp Board will be determined on site at the time of replacement.</u>		

<u>Unit Price 2:</u>	<u>10000 Square Feet</u>	<u>\$0.65 PSF</u>
<u>Provide for Interior Painting of Existing Gypsum Board Walls as needed; the actual total square footage amount of interior painting will be determined on site are directions of Architect.</u>		

...

None

PAGE 4

Thirty (30) Calendar Days

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Twenty Fifth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) (Thirty (30)) days after the Architect receives the Application for Payment.

...

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of 5% percent (5% %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add 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), less retainage of 5% percent (5% %);

PAGE 5

After a Fifty Percent (50%) Completion of the Scope of Work has been achieved in the opinion of the Professionals Not later than thirty (30) days following said period covered by the Application for Payment ninety seven point five percent (97.5%) of the portions of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety seven point five (97.5%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner. Upon fifty percent (50%) completion of agreed upon Scope of Work, the Owner shall return fifty percent (50%) of the retainage to date to the contractor for distribution to the appropriate subcontractors and suppliers. Upon Substantial Completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such accounts as the Architect shall determine for all incomplete work and unsettled claims as provided in the Contract Documents. The Contractor shall submit the Application for Payment to the Architect by the 5th day following the end of the period covered by the Application for Payment.

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M3A Architecture PLLC/William L. McElroy AIA NCARB
4880 McWillie Circle
Jackson, Mississippi 39206
Telephone Number: 601-981-1227
Fax Number: 601-983-4444

...

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

PAGE 6

1.00 % monthly

...

Karl Banks
Madison County, Mississippi
146 West Center Street
Canton, Mississippi 39046

...

Josh Gamblin
203 West Beacon Street
Philadelphia, Mississippi 39350
Telephone Number: 601-656-3200
Fax Number: 601-656-3322

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<u>AIA A201 – 2007</u>	<u>General Conditions of Contract for Construction</u>	<u>1/10/2014</u>	<u>41</u>
<u>Section 00700</u>	<u>General Conditions</u>	<u>10/31/2013</u>	<u>1</u>
<u>Section 00800</u>	<u>Supplementary General Conditions</u>	<u>10/31/2013</u>	<u>7</u>

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Project Specifications Manual Project Number 10-018, Phase II Selective Interior Demolition and Renovation for: Madison County Circuit Courthouse, Canton , Mississippi October 31, 2013

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Project Construction Drawing Set Project Number 10-018, Phase II Selective Interior Demolition and Renovation for: Madison County Circuit Courthouse, Canton , Mississippi October 31, 2013

...

<u>Addendum #1</u>	<u>11/26/2013</u>	<u>53</u>
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...

Not Applicable

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None

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<u>Performance Bond</u>	<u>Full Contract Amount (\$800,000.00)</u>
<u>Payment Bond</u>	<u>Full Contract Amount (\$800,000.00)</u>
<u>Automobile/Vehicle Liability</u>	<u>\$1,000,000.00 Combined Single Limit</u>
<u>Commercial General Liability</u>	<u>\$1,000,000.00 Minimum Limit</u>
<u>Commercial Umbrella</u>	<u>\$1,000,000.00 Minimum Limit</u>
<u>Workers Compensation and Employers Liability</u>	<u>\$500,000.00 Minimum Limit</u>

...

Karl Banks, President, Madison County Board of Supervisors

Josh Gamblin, Chairman/CEO

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, William L. McElroy, AIA, NCARB, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:36:41 on 01/24/2014 under Order No. 9506934550_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)



PRINCIPAL ARCHITECT
(Title)

1/24/2014
(Dated)

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 5172923

AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address):

Tyler Construction Group
203 West Beacon Street
Philadelphia, MS 39350

OWNER (Name and Address):

Madison County, Mississippi
146 West Center Street
Canton, MS 39046

SURETY (Name and Principal Place of Business):

SureTec Insurance Company
1330 Post Oak Boulevard, Suite 1100
Houston, TX 77056

CONSTRUCTION CONTRACT

Date: January 9, 2014
Amount: \$800,000.00 Eight Hundred Thousand Dollars and 00/100
Description (Name and Location): Phase II Selective Interior Demolition & Renovation Project for Madison County Circuit Courthouse

BOND

Date (Not earlier than Construction Contract Date): January 16, 2014
Amount: \$800,000.00 Eight Hundred Thousand Dollars and 00/100
Modifications to this Bond:

None [X] See Page 6

CONTRACTOR AS PRINCIPAL

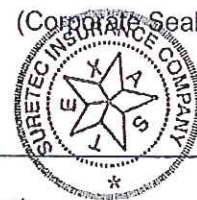
Company: (Corporate Seal)
Tyler Construction Group

Signature: [Signature]
Name and Title:

SURETY

Company: (Corporate Seal)
SureTec Insurance Company

Signature: [Signature]
Name and Title: Makila Burks
Attorney-in-Fact



(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:
Ross and Yerger Insurance, Inc.
PO Box 1139
Jackson, MS 39215-1139
601-948-2900

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):
M3A Architecture, PLLC
4880 McWillie Circle
Jackson, MS 39206

1 The Contractor and the 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.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 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 the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 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 payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, 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.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

15 DEFINITIONS

15.1 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 Contract. 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.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 6 above is deleted in its entirety and the following is substituted in its place:

6. When the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, with reasonable promptness, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, with reasonable promptness, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.

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

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Makila Burks Jackson, MS

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Surety Bond No.: 5172923
Principal: Tyler Construction Group
Obligee: Madison County, Mississippi
Amount: See Bond Form

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

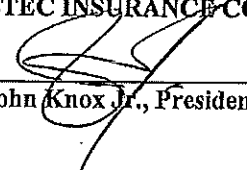
Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

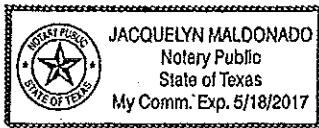



SURETEC INSURANCE COMPANY

By: 
John Knox Jr., President

State of Texas ss:
County of Harris

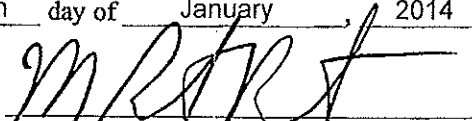
On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; 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 Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 16th day of January, 2014, A.D.


M. Brent Beaty, Assistant Secretary