

**AGREEMENT**

This AGREEMENT, made this the 6<sup>th</sup> Day of April, 2015, by and between MADISON COUNTY, MISSISSIPPI, hereinafter called "OWNER" and, AS Construction Inc. doing business as a Corporation, located in the hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of CHERRY HILLS SUBDIVISION DRAINAGE IMPROVEMENTS, said project being more completely described in the Contract Documents and on the Construction Plans and agrees to all terms and conditions therein.

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within Ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within Forty (40) working days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of Two Hundred Dollars (\$200.00) for each consecutive calendar day thereafter as hereinafter provided in the Contract Documents.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of eighty-nine thousand four hundred seventy-five Dollars & 10 CENTS or as shown in the Bid Schedule.

5. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

6. The term "CONTRACT DOCUMENTS" means and includes (1) Advertisement for Bids, (2) Instructions to Bidders, (3) Contractor's Proposal, (4) Bid Bond, (5) this Agreement, (6) Payment Bond, (7) Performance Bond, (8) General Conditions, (9) Special Conditions, (10) Technical Specifications, (11) Contract Drawings, (12) Notice of Award, (13) Notice to Proceed, (14) Addenda [if any], and (15) all subsequent Change Orders, Supplemental Agreements or other modifications to the Agreement.

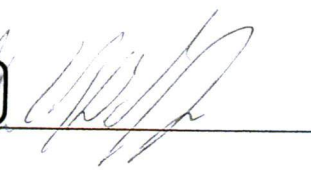
7. This Agreement shall be binding upon all parties hereto their respective heirs, executors, administrators, successors and assigns.

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

MADISON COUNTY, MISSISSIPPI

BY: \_\_\_\_\_  
KARL BANKS, BOARD PRESIDENT

**Sign Here**



ATTEST:  
\_\_\_\_\_  
CYNTHIA PARKER, CHANCERY CLERK

ATTEST:  
Annette Harold

(SEAL)

(SEAL)