

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi met at the Courthouse in West Point, Mississippi, on the 8th day of April, 2010, at 9 00 o'clock a m and present were, Floyd McKee President of the Board, R B Davis Vice-President, Shelton Deanes, Luke Lummus and Lynn Horton Also present at said meeting were Harmon A Robinson, Clerk of the Board, and Laddie Huffman, Sheriff, when and where the following proceedings were had and determined, to-wit

NO _____

IN THE MATTER OF AUTHORIZING TRAVEL FOR HARRIETT BRAGG,
JUSTICE COURT CLERK

There came on this day for consideration the matter of authorizing travel for Harriett Bragg, Justice Court Clerk

It appears that the Justice Court Clerk's Association is having a seminar on May 5-7 2010 in Robinsonville Mississippi being sponsored by the Mississippi Judicial College, and

It appears that it would benefit Clay County to have Ms Bragg receive the training offered at said seminar

After motion by Mr Deanes and second by Mr Lummus this Board doth vote unanimously to authorize said travel

SO ORDERED this the 8th day of April, 2010



PRESIDENT

IN THE MATTER OF INTERFUND LOANS FOR CLAY COUNTY,
MISSISSIPPI

There came on this day for consideration the matter of an interfund loan of \$ 1,479 25 to fund #116, Volunteer Fire Insurance Rebate Monies Fund from fund #114, Volunteer Fire Fund

It appears to this Board that it is necessary to loan \$ 1,479 25 to fund #116, Volunteer Fire Insurance Rebate Monies Fund from fund #114, Volunteer Fire Fund in order for the fund to have a sufficient cash balance to cover the claims paid for the month of March 2010 in anticipation of receiving the Volunteer Fire Insurance Rebate reimbursement monies from the State of Mississippi

Therefore, after motion by Mr. Deane and seconded by Mr. Davis, this Board doth vote unanimously to loan \$ 1,479 25 from fund #114, Volunteer Fire Fund to fund #116, Volunteer Fire Insurance Rebate Monies Fund

SO ORDERED this the 8th day of April, 2010

Floyd T. Misk
President

**IN THE MATTER OF TRANSFERRING INTEREST EARNED
FROM THE PAYROLL CLEARING CHECKING ACCOUNT
AND THE INSURANCE CLEARING CHECKING ACCOUNT**

There came on this day for consideration the matter of transferring interest earned from the payroll clearing checking account and the insurance clearing checking account

It appears to this Board that interest has been earned in the payroll clearing checking account in the amount of \$ 56 11 and in the insurance clearing checking account in the amount of \$ 90 44 and should be transferred to the General County Fund

This Board after motion by Mr. Deaton and seconded by Mr. Lamm doth vote unanimously to transfer said amounts in the above referenced checking accounts to the General County Fund

SO ORDERED, this the 8th day of April, 2010

Floyd T. Mick
President

NO _____

IN THE MATTER OF ADVERTISING RESOURCES OF CLAY COUNTY
MISSISSIPPI

There came on this day for consideration the matter of advertising the resources of Clay County, Mississippi

It appears to this Board that it would benefit Clay County to purchase an ad in the NAACP booklet for the annual banquet at a cost of \$100

After motion by Mr Deanes and second by Mr Davis this Board doth vote unanimously to purchase an advertisement in the NAACP annual program at a cost of \$100

SO ORDERED this the 8th day of April, 2010



PRESIDENT

Clay County Unit of the NAACP
Post Office Box 33
West Point, Mississippi 39773

Dr Johnnie Rasberry Ph D , President
Mrs Quowanda Murdock First Vice President
Robert Smith, Second Vice President
Mrs Bessie Johnson, Treasurer
Mr John Cox, Assistant Treasurer
Mrs Anner Cunningham, Secretary

March 29, 2010

Dear Clay County Unit Patron(s)

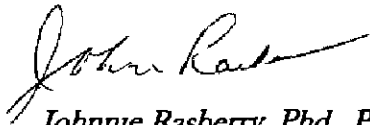
On Friday, May 14 at 7 00 p m , the Clay County Unit of the NAACP will host its thirty-sixth Freedom Fund and Awards Banquet. The event will take place at the UFCW Local 1991 Union Hall on Louis Odneal Road

Local and area residents/organizations are being invited to attend Your support will continue to help us in our efforts to carry on the struggle for social and economic justice for all You may help us continue our work by purchasing a ticket (\$25 00), a table for eight (\$200-which includes an ad in the program booklet), or, you may wish to become a corporate sponsor (\$300 -which includes eight tickets, an ad that will be prominently displayed in the program booklet and special recognition on the program) You may, however, desire only to purchase an ad in the souvenir booklet. You can do this by paying \$100 for a full page ad, \$65 00 for a half page, or \$35 00 for a quarter page (See enclosure)

Checks should be made payable to Clay County Unit of the NAACP and given to the person soliciting the ad or mailed to the above address on or before May 5 , of this calendar year

The Clay County Unit thanks you for your prayers and generous support. We look forward to seeing you then

Most sincerely,



Johnnie Rasberry, Phd , President

Robert Smith, Freedom Fund Committee Charman

Enclosure

IN THE MATTER OF AUTHORIZING THE PRESIDENT TO EXECUTE AN
INTERLOCAL AGREEMENT WITH CERTAIN ENTITIES TO ESTABLISH A COLD
CASE VIOLENT CRIMES TASK FORCE

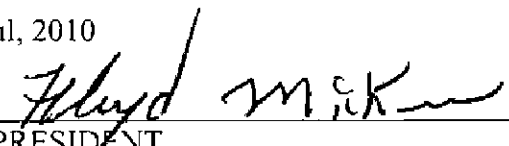
There came on this day for consideration the matter of authorizing the President to execute an Interlocal Agreement with certain entities to establish a cold case violent crimes task force

It appears that Clay County, Mississippi, Lowndes County, Mississippi, Oktibbeha County Mississippi Columbus, Mississippi, and Starkville, Mississippi desire to form a regional task force for cold case and violent crime investigation, and

It appears that Clay County will be the lead county in administering said task force and that there will be a \$25,000 00 annual participation fee for each entity

After motion by Mr Lummus and second by Mr Davis this Board doth vote unanimously to authorize the President to execute the attached interlocal agreement marked as exhibit A and to approve same

SO ORDERED this the 8th day of April, 2010



PRESIDENT

Golden Triangle Task Force

Inter-Local Agreement

This Agreement made the ____ day of _____ 2010 by the board of supervisors of Clay Lowndes and Oktibbeha counties, the Mayor and City Council of Starkville, West Point and Columbus Ms the sheriffs of Clay, Lowndes and Oktibbeha counties the Chief of Police for the city of Starkville Chief of Police for the city Columbus Chief of Police for the City of West Point and the District Attorney's Office for the Sixteenth Judicial District of Mississippi The Clay County Sheriff s Department is hereby declared the host agency for the purpose of this Task Force

WITNESSETH

Whereas the board of supervisors of Clay, Lowndes and Oktibbeha counties in Mississippi and the Mayor and City Councils for the Cities of Starkville West Point and Columbus Ms are the duly elected governing bodies of said cities and counties with the duty in law of adequately funding the operations of the Office of Sheriff and Police Departments, and

Whereas, the Sheriffs of Clay, Lowndes and Oktibbeha counties, and the Chiefs of Police of the Starkville Police Department West Point Police Department and Columbus Police Department, are charged by law with the responsibility of enforcing the criminal laws of the State of Mississippi and

Whereas, the District Attorney's Office is charged with prosecution of felony criminal offenses in the Sixteenth Judicial District and

Whereas, all of the above parties find and declare that violations of the criminal and drug laws within the above-named counties and cities constitute a significant threat to the safety of the citizens within said counties and that coordinated law enforcement by the parties, as an exercise of their police power and their duty to protect the public from criminal activity would effectively impact these violations particularly those of violent acts and major crimes such as murder rape robbery, etc associated with drug and gang organizations and

Whereas, the above-named parties find and declare that a coordinated effort within said cities and counties to enforce the criminal laws of the State of Mississippi regarding these crimes would provide the maximum effectiveness and efficiency in the enforcement of such laws for the least cost to the taxpayers and

Whereas, the parties hereto find and declare that the joint effort authorized by this agreement will make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and hereby provide a vital service that will best serve the geographic economic and population factors which influence the needs and development of these communities and

Whereas, the parties hereby state their beliefs that such an efficient coordinated law enforcement effort may best be accomplished through a formal agreement pursuant to the authority of the Inter-Local Cooperation Act of 1974

Sections 17-13-11 Mississippi Code of 1972 which requires approval by the Attorney General of an agreement executed pursuant to Sections 17-13-1 et seq

Now Therefore, for and in consideration of the mutual covenants and agreements contained herein and pursuant to the authority of Sections 17-13-1 et seq , Mississippi Code of 1972 the board of supervisors of Clay Lowndes and Oktibbeha counties the Mayor and City Counsels of Starkville Ms West Point Ms and Columbus Ms, and the sheriffs of Clay Lowndes and Oktibbeha counties, the Chiefs of Police for the Cities of Starkville West Point and Columbus Ms and the District Attorney s Office of the Sixteenth Judicial District hereby agree as follows

I This Agreement shall take effect upon the date of approval by the Attorney General of Mississippi and expire on the ____day of _____ 2011 This Agreement may be modified by the parties hereto however, any modification of this Agreement shall be approved by the Attorney General prior to implementation of the modification

II A There is hereby established a joint cooperative effort to enforce the criminal laws of the State of Mississippi regarding violent and/or major crimes associated with drug organizations and gangs in the aforementioned areas For the purpose of this agreement this joint effort and personnel involved therein shall be referred to as the **Golden Triangle Task Force** (hereinafter Task Force) The primary objective of the Task Force shall be enforcement of the Criminal Laws of the State of Mississippi

B The Task Force shall concentrate its enforcement activities within the counties of Clay, Lowndes and Oktibbeha and the Cities of Starkville West Point and Columbus Ms and individual officers may engage in enforcement activities outside the agency by whom they are employed only if the lawful authority in the jurisdiction in which they are to operate has duly appointed such officers to be law enforcement officers within said jurisdiction thereby certifying the appointed officers as Special Deputies authorized to enforce the law in that jurisdiction The head of each county/city law enforcement agency shall submit to the Task Force Commander a letter appointing such officers/deputies deemed appropriate by them for consideration as Task Force Investigators to perform duties inside the two-county area covered by this agreement Duties outside this targeted area may only be exercised through assignment by the respective sheriffs Chiefs and/or district attorney All requests for police officers/deputy sheriffs to be appointed as Investigators of the Task Force shall be approved by the vote of the overseeing board made up of the sheriffs chiefs of Police a representative of the Mississippi Bureau of Narcotics and District Attorney for the Sixteenth Judicial District of Mississippi whose agencies are members of the Task Force prior to their appointment

C As to the powers and authority the Task Force shall have only the powers and authority granted either the cities or the counties by statute particularly those set forth in the preamble to this agreement and shall have no powers or authority except that which may be granted these agencies in the enforcement of the criminal laws

III A The Task Force Commander shall be approved and appointed by consent the Board and answer directly to the sheriffs Chiefs of Police and District Attorney on all matters concerning the Task Force Host employment agency and salary shall be determined by the Board

B All Task Force members shall operate under their own agency regulations and policies

C The Board members shall have authority to approve new agencies to the Task Force through modification and approval of this agreement

D All members agree that all active or cold cases given to the Task Force for investigation shall be of a type that tends to have had an adverse impact on the safety and security of the community deemed to be a major violation of criminal law and/or a crime of a violent nature that are proven or believed to be associated with drug organizations and/or gangs and that warrants the specialized assistance from the Task force All cases shall be assigned to the Task Force for investigation only by the law enforcement agency head for each department through the Task Force Commander All identifying case numbers shall be assigned by the home agency in which the crimes occur for the purpose of tracking these investigations All reports/evidence shall remain property of the agency within

which jurisdiction the crime is committed

The Task Force Commander will be responsible for assigning investigators with individual case responsibility. The commander will, as much as possible, assign investigators to investigate crimes that occur in their home area. Task Force members shall, on a case by case basis, assist member agencies with ongoing investigations.

IV Each agency, excluding the District Attorney's Office, participating on the Team shall pay its own investigative expenses and shall contribute an initial sum of \$25,000, to be used to establish and help offset the operational costs of the Task Force. The Board shall determine on a year to year basis what if any further funds will be provided to the Task Force for operational costs.

Each agency shall assign at least one officer from their department to the Golden Triangle Task Force. The District Attorney's Office will assign one assistant district attorney to the Task Force whose primary duties will be to provide legal assistance and/or advice on Task Force cases, and prosecute persons arrested on Task Force cases.

V A Each participating agency shall, on a case by case basis, through the approval of its chief law enforcement officer, assign personnel to temporary duty with the Task Force.

Any such person assigned shall work under the immediate supervision

and direction of the Task Force Commander and shall adhere to the rules and regulations of their home agency. Any disciplinary actions in regards to Task Force members shall be administered by the investigator's parent agency. The Task Force Commander shall have authority to temporarily suspend any investigator from the Task Force pending final action by the home agency. In doing so, the commander will immediately notify the investigator's law enforcement agency head as to the action leading up to the temporary suspension from the Task Force. Return of the investigator to the Task Force will be made by a vote of the Board.

All matters concerning employment compensation, wage and hour concerns under the Fair Labor Standards Act (FLSA), Workers Compensation and any other matters relating to employer-employee relations are the sole responsibility of the employee's primary agency.

Legal representation must come from each Task Force investigator's permanent employer. Each participating agency shall have liability insurance or be otherwise covered by the Mississippi Tort Claims Act.

B The fidelity bond of the officers assigned by the Agencies shall be paid by their Agencies. There shall be no requirements for third-party fidelity bonds. All officers must be individually named on their agencies' bond. Blanket bonds are not sufficient.

C Agencies shall compensate their officers and defray their expenses.

while such officers operate under this agreement. All requests for reimbursement through any available federal grant funds shall be made through the Clay County Sheriff's Department as host agency.

VI A The Commander shall be responsible for establishing procedures for the proper conduct of financial affairs in accordance with existing State Department of Audit regulations including procedures which may be necessary to ensure that regulations for use of funds by the participating Agencies are followed.

B Participating Agencies may supply sums of money to be used in procuring evidence as defined in Section 99-27-37 Mississippi Code of 1972 which shall be expended and accounted for under the same provisions as if they were expended by their host agency. These funds may be either general funds appropriated through member agencies or special funds such as seized funds and/or grant awarded funds to the members of the Task Force for this purpose. It is understood that the Task Force does not have the authority to own or hold assets independently of the participating agencies but shall have the authority granted by the member agencies to spend assigned funds.

C Each agency shall be responsible for the maintenance and support of their investigator's vehicle. The use by the Task Force of any existing equipment or materials owned by member agencies shall not be construed to transfer title to the Task Force. It is understood by all parties that the Task Force does not have authority to own or hold assets independently of the agencies who are parties to this agreement.

D All news releases pertaining to Task Force enforcement activity shall be formulated by the Commander and the heads of the affected law enforcement agencies the District Attorney and shall comply with the agency's policy Releases will be made by the law enforcement agency head or their designee

VII A Any party to this Agreement may terminate the provisions of this Agreement by giving notice in writing to the other parties Such notice shall be forwarded by certified mail, return receipt requested, or hand delivered at least twenty-four (24) hours prior to the date of termination In the event any party hereto terminates participation on the Task Force the remaining parties may continue to operate under this Agreement

B No amendment to this Agreement shall be effective unless it is set forth in writing and adopted by all parties hereto in the manner provided by law and under this agreement

C Any and all property acquired for the operation of the Task Force shall be approved by the Board unless prior authority is given to the Commander for such purchases however all purchases must comply with state statutes governing purchase of property or expenditures of governmental funds A complete inventory of the property assigned to the Task Force shall be maintained by the Commander Upon termination of this Agreement all equipment materials and other tangible items purchased shall be dissolved by a vote of the Board and shall be delivered to the agency within thirty (30) days after termination of this Agreement If no agreement is reached by such agencies

within thirty (30) days of dissolution then property purchased with joint funds or otherwise acquired by the Task Force shall be sold and after deducting sale costs the proceeds shall be equally divided among the agencies participating in the Agreement Participating Agencies may own assets which per this Agreement are made available for use by the Task Force

D All members hereby agree to move all properties, equipment and funds accumulated or seized by the now dissolved Tri-County Narcotics Enforcement Team into the Golden Triangle Task Force, to be used for law enforcement purposes and/or spent according to state and federal statues In doing so members shall still retain their claim to any of these properties, equipment and remaining funds upon dissolution of this Task Force The Commander shall inventory all property, equipment or funds moved into the enforcement team for this purpose The Board members shall be notified prior to the expenditure of these special funds

E The Task Force Commander shall set up any required files or records for statistical intelligence and investigative purposes The commander will file weekly monthly quarterly and annual reports with the Board outlining the number of cases being handled by each investigator location of investigations types of investigations arrests prosecutions and if there are any proven or suspected drug/gang connections to the crimes being investigated or any additional information requested by the Board If drug/gang organizations are identified at the conclusion of the investigation the commander will identify the organization and outline the degree to which the organizations were dismantled

or disrupted

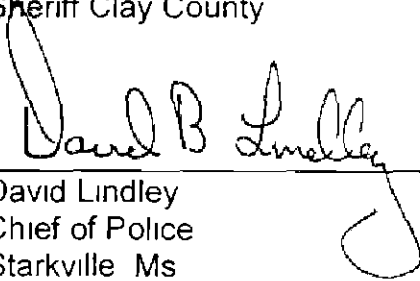
F This agreement shall be submitted to the Attorney General of the State of Mississippi for approval and shall thereafter be filed for record with the chancery clerks of the counties a copy shall be filed with the Secretary of State Department of Audit within sixty (60) days after it takes effect The team shall operate under the name of the Golden Triangle task Force and shall be filed with the appropriate agencies under this name

IN WITNESS WHEREOF the parties hereto have executed this agreement by their duly authorized representatives with full rights, powers and authority and on the date as set out above

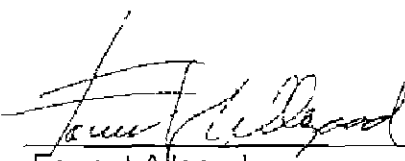


Laddie Huffman
Sheriff Clay County

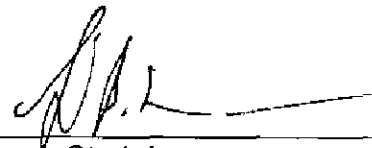
Dolph Bryan
Sheriff Oktibbeha County



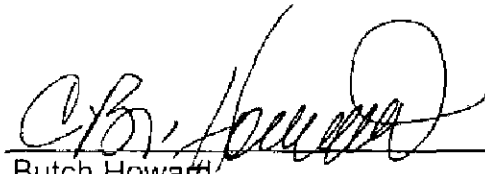
David Lindley
Chief of Police
Starkville Ms



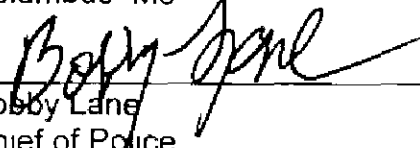
Forrest Allgood
District Attorney
Sixteenth Judicial District



Joseph St. John
Chief of Police
Columbus Ms



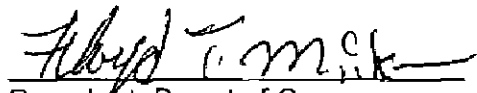
Butch Howard
Sheriff Lowndes County




Bobby Lane
Chief of Police
West Point Ms

693

IN WITNESS WHEREOF the parties hereto have executed this agreement by their duly authorized representatives with full rights powers and authority and on the date as set out above


President, Board of Supervisors
Clay County

Attest


Chancery Clerk
Clay County

IN WITNESS WHEREOF the parties hereto have executed this agreement by their duly authorized representatives with full rights powers and authority and on the date as set out above

President Board of Supervisors
Oktibbeha County

Attest

Chancery Clerk
Oktibbeha County

695

IN WITNESS WHEREOF the parties hereto have executed this agreement by their duly authorized representatives with full rights powers and authority and on the date as set out above

President Board of Supervisors
Lowndes County

Attest

Chancery Clerk
Lowndes County

636

IN WITNESS WHEREOF the parties hereto have executed this agreement by their duly authorized representatives with full rights powers and authority and on the date as set out above

Mayor City Of Starkville

Attest

Secretary/ Treasurer
Starkville Ms

677

IN WITNESS WHEREOF the parties hereto have executed this agreement by
their duly authorized representatives with full rights powers and authority and on
the date as set out above

Mayor City Of Columbus

Attest

Secretary/ Treasurer
Columbus Ms

698

IN WITNESS WHEREOF the parties hereto have executed this agreement by their duly authorized representatives with full rights powers and authority and on the date as set out above

Mayor City Of West Point

Attest

Secretary/Treasurer
West Point Ms

699

Attachment 9

Copy of Letter of Intent from Clay County

NO _____

IN THE MATTER OF BORROWING \$80,000.00 PURSUANT TO SECTION 17-21-51 OF THE MISSISSIPPI CODE OF 1972, ANNOTATED

WHEREAS the Clay County Board of Supervisors wishes to remodel and repair the Clay County Courthouse by replacing the roof on said building, and

WHEREAS the Clay County Board of Supervisors deems it in the best interest and necessary for Clay County remodel and repair the Clay County Courthouse by replacing the roof and

WHEREAS the cost of said improvement and repairs of the Clay County Courthouse was \$80,000.00 and

WHEREAS the Clay County Board of Supervisors wishes to borrow the \$80,000.00 under the provisions of Section 17-21-51 of the Mississippi Code of 1972, Annotated, and deems it necessary to borrow the said \$80,000.00

THEREFORE BE IT RESOLVED that the Clay County Board of Supervisors borrow \$80,000.00 to pay the expense of remodeling and repairing the Clay County Courthouse by replacing the roof of said building. That the Board of Supervisors advertise for bids for five (5) negotiable notes to be issued in denominations of \$16,000.00 each with the first note maturing on May 6, 2011, the second note maturing on May 6, 2012, the third note maturing on May 6, 2013, the fourth note maturing on May 6, 2014, and the fifth and final note maturing on May 6, 2015, and that the offering of said negotiable notes be made and advertised according to the procedures as outlined in Section 17-21-53 of the Mississippi Code of 1972, Annotated. Said advertisement to be substantially in the form of the Notice of Negotiable Note Sale which is attached hereto as Exhibit #1 and incorporated herein by reference.

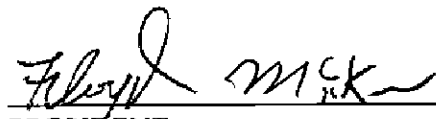
The indebtedness created by this resolution and subsequent sale of negotiable notes shall be evidenced by negotiable notes which shall be in substantially the form of the Negotiable Note of Clay County, Mississippi which is attached hereto as Exhibit #2 and incorporated herein by reference.

IT IS FURTHER RESOLVED that the findings of fact recited in the Preamble of this Resolution are found, declared and adjudicated to be true and correct.

The above and foregoing Resolution was offered upon the motion of Supervisor Horton and seconded by Supervisor Davis. After being called to a vote, the Resolution passed unanimously with each Supervisor's vote being recorded as follows, to-wit:

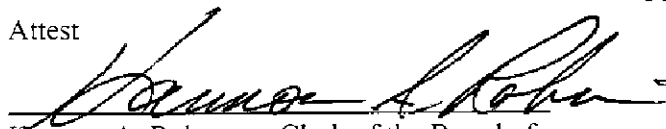
Supervisor Lynn Horton	'Yea
Supervisor Luke Lummus	"Yea
Supervisor R. B. Davis	Yea
Supervisor Shelton Deanes	absent, not voting
Supervisor Floyd McKee	"Yea

SO ORDERED, this the 8th day of April, 2010



PRESIDENT

Attest



Harmon A. Robinson, Clerk of the Board of Supervisors of Clay County, Mississippi

**NOTICE OF NEGOTIABLE NOTE SALE
\$80,000 00 GENERAL OBLIGATION NOTES
OF CLAY COUNTY, MISSISSIPPI**

Sealed proposals will be received by the Board of Supervisors of Clay County, Mississippi, at the Office of the Clerk of said Board in the Clay County Courthouse, in West Point, Mississippi, until the hour of 9 30 a m on May 3, 2010, at which time and in the Board of Supervisors room at said place, all bids will be publicly opened for the purchase, at not less than par and accrued interest, of the above notes of said County

Said notes are to bear the date of May 6, 2010, are to be in denominations of Sixteen Thousand and No/100ths (\$16,0000 00) Dollars each, and shall bear interest at a rate or rates to be determined pursuant to sale of said negotiable notes, said notes to be payable \$16,000 00 on May 6 of each year, beginning May 6, 2011 Both principal and interest on said notes will be payable at a place designated by the purchaser subject to approval by the Board of Supervisors There will be five separate notes of \$16,000 00 each with the first maturing on May 6, 2011, the second note maturing on May 6, 2012, the third note maturing on May 6, 2013, the fourth note maturing on May 6, 2014, and the fifth note maturing on May 6, 2015

Bidders for said notes are requested to designate in their bids the price they will pay for notes bearing interest at a rate or rates to be designated in their bids No note shall bear more than one (1) rate of interest, each note shall bear interest from its date to its stated maturity date at the interest rate specified in the bid, all notes of the same maturity shall bear the same rate of interest from date to maturity

Proposals should be addressed to the Board of Supervisors of Clay County, should be plainly marked "Proposal for \$80,000 00 General Obligation Notes," and should be filed with the Clerk of said Board on or prior to the date and hour hereinabove named Each bid must be accompanied by a cashier s check, certified check, or exchange, payable to Clay County, Mississippi, in the amount of One Thousand Dollars (\$1,000 00) as a guaranty that the bidder will carry out his contract and purchase the Notes pursuant to his bid and contract The amount of

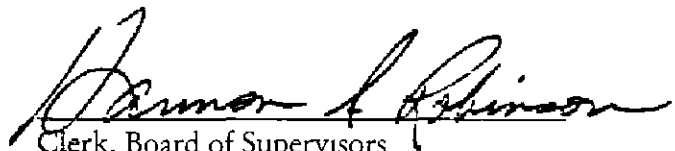
such good faith check shall be retained by the Board of Supervisors and shall be paid into the treasury of Clay County

The Board of Supervisors reserves the right to reject any or all bids

The obligation of the purchaser to purchase and pay for the Note is conditioned on the delivery, at the time of settlement of the Note, of the following (1) the approving legal opinion of Lee S. Coleman, Note Counsel, to the effect that the Note constitutes a valid and legally binding obligation of the County payable from and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the County and to the effect that the interest on the Note is exempt from Federal and Mississippi income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be required by the Internal Revenue Code of 1986 and (2) the delivery of certificates in form and tenor satisfactory to Note Counsel evidencing the proper execution and delivery of the Note and receipt of payment therefor, including a statement of the County, dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened relating to the issuance, sale and delivery of the Note. A copy of said approving legal opinion will appear on or accompany the Note

Delivery of the Notes will be made to the purchaser within sixty (60) days after the date of sale, at a place to be designated by the purchaser and without cost to the purchaser

By order of the Board of Supervisors of Clay County, Mississippi, this, the 8th day of April, 2010


Clerk, Board of Supervisors
Clay County, Mississippi

Publish

April 13, 2010

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
CLAY COUNTY

**NEGOTIABLE NOTE
SERIES 2006
(Clay County Courthouse)**

NO R-1 \$16,000 00

Rate of Interest	Maturity	Date of Original Issue
_____	May 6, 20__	May 6, 2010

Registered Owner

Principal Amount **SIXTEEN THOUSAND AND NO/100THS (\$16,000 00) DOLLARS**

Clay County Mississippi (the "County"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, the sum of

SIXTEEN THOUSAND AND NO/100THS DOLLARS

with interest thereon from the date hereof at the rate of ____% per annum Interest on the unpaid balance of the Note shall be payable annually on the anniversary date of the date of issuance (each an "Interest Payment Date") until the principal thereof shall have been paid

Payments of principal and interest shall be payable by the Chancery Clerk of Clay County, Mississippi, for Clay County, Mississippi, as paying agent (the "Paying Agent") for the \$80,000 00 Negotiable Note, Series 2010, of Clay County, Mississippi dated the date hereof (the "Note")

Payment of the principal amount of this Note shall be made to the Registered Owner hereof who shall appear in the registration records of the County maintained by the Chancery Clerk of Clay County, Mississippi or its successor, as transfer agent for the Note (the "Transfer Agent"), as of the 15th day preceding the maturity date hereof

The County further promises to pay interest on such principal amount from the date of this Note or from the most recent Interest Payment Date to which interest has been paid

at the rate of interest per annum set forth above on the anniversary date of the date of issuance, until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the County maintained by the Transfer Agent as of the 15th day preceding the applicable Interest Payment Date

Payments of principal of and interest on this Note shall be made by check or draft mailed on the Interest Payment Date to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day preceding the applicable principal or Interest Payment Date

This Note is one of a series of five (5) notes of like date, tenor and effect, except as to maturity, numbered from one (1) to five (5), inclusive, aggregating the sum of Eighty Thousand and No/100ths (\$80 000 00) Dollars, authorized and issued to raise money for the purpose of making improvements and repairs to the Clay County Courthouse, all as provided for by §19-9-1 of the *Mississippi Code of 1972*

This Note is issued under the authority of the Constitution and statutes of the State of Mississippi, including Section 17-21-51 et seq, *Mississippi Code of 1972* as amended, and by the further authority of proceedings duly had by the Board of Supervisors of the County, including a Resolution adopted April 8, 2010 (the "Note Resolution")

The Note is subject to redemption prior to its stated date of maturity, at any time at par plus accrued interest to the date of redemption

The Note is registered as to both principal and interest. The Note is to be issued or reissued in the denomination of \$16 000 00

This Note may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Transfer Agent but only in the manner subject to the limitations in the Note Resolution and upon surrender and cancellation of this Note. Upon such transfer or exchange, a new Note or Notes of like aggregate principal amount in authorized denominations of the same maturity will be issued

The County and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the County nor the Paying Agent shall be affected by any notice to the contrary

The Note is and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within Clay County, Mississippi, adequate and sufficient to provide for the payment of the principal of and the interest on the Note as the same falls due

This Note shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Note Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist to have happened and to have been performed precedent to and in the issuance of the Note, in order to make the same a legal and binding general obligation of the County, do exist, have happened, and have been performed in regular and due time, form and manner as required by law For the performance in apt time and manner of every official act herein required and for the prompt payment of this Note both principal and interest, the full faith and credit of the County are hereby irrevocably pledged

IN WITNESS WHEREOF, the County has caused this Note to be executed in its name by the manual signature of the President of the County, countersigned by the manual signature of the Clerk of the Board of Supervisors of the County, under the seal of the County, which said signatures and seal said officials adopt as and for their own proper signatures and seal, as of the _____ day of _____, 2010

CLAY COUNTY, MISSISSIPPI

By _____
PRESIDENT

Countersigned

Chancery Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Note is the Note described in the within mentioned Note Resolution and is the Negotiable Note, Series 2010, (Courthouse) of Clay County Mississippi

_____ as Transfer Agent

By _____
Authorized Officer

Date of Registration and Authentication _____

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REGISTRATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF CLAY

I the undersigned Chancery Clerk of Clay County Mississippi, do hereby certify that the within Note has been duly registered by me as an obligation of said County pursuant to law in a record kept in my office for that purpose

Chancery Clerk

(SEAL)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells assigns and transfers unto

(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint _____

_____, Mississippi as Transfer Agent to transfer the said Note on

the records kept for registration thereof will full power of substitution in the premises

Signatures guaranteed

(Bank Trust Company or Transfer Agent)

(Authorized Officer)

Date of Assignment _____

Insert Social Security Number or Other
Tax Identification Number of Assignee _____

NOTICE The signature to this Assignment must correspond
with the name of the Registered Owner as it
appears upon the face of the within Note in
every particular without any alteration whatever

IN THE MATTER OF INTERFUND LOANS FOR CLAY COUNTY,
MISSISSIPPI

There came on this day for consideration the matter of loaning \$ 6,567.35 to fund #132, Clay County/Pheba Agricultural High School Renovation Grant #PN 2007108 Fund from fund #013, Utilization Fund

It appears to this Board one (1) claim has been paid from fund #132, Clay County/Pheba Agricultural High School Renovation Grant #PN 2007108 Fund. Additionally, it appears to this Board a request for reimbursement has been sent to the MS Department of Archives and History for reimbursement from the Grant. However, until Grant funds are received an interfund loan must be made from fund #013, Utilization Fund to fund #132, Clay County/Pheba Agricultural High School Renovation Grant #PN 2007108 Fund in order for the said fund to not be overdrawn for the month of March 2010.

Therefore, after motion by Mr. Davis and seconded by Mr. Horton, this Board doth vote unanimously to loan \$ 6,567.35 to fund #132, Clay County/Pheba Agricultural High School Renovation Grant #PN 2007108 Fund from fund #013, Utilization Fund until the grant funds are received.

SO ORDERED this the 8th day of April, 2010

Floyd T. Mick

President

•

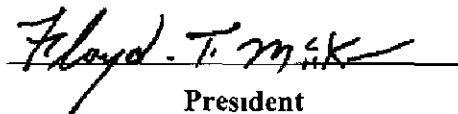
**IN THE MATTER OF AN INTERFUND LOAN FOR FUND #104, LAW LIBRARY
FUND**

There came on this day for consideration the matter of an interfund loan for \$154 57 to fund #104, Law Library Fund from fund #001, General County Fund

It appears to this Board that an interfund loan needs to be made to fund #104 Law Library Fund from fund #001, General County Fund in the amount of \$154 57. Additionally it appears to this Board fund #104 Law Library Fund does not have sufficient funds to pay for the two (2) claims which were presented for payment and an interfund loan should be made temporarily, in anticipation of modifying or canceling the service agreement with the West Group Services

This Board after motion by W. Danner and seconded by M. Deener doth vote unanimously to loan the said amount to fund #104, Law Library Fund from fund #001, General County Fund

SO ORDERED, this the 8th day of April 2010


President

IN THE MATTER OF ACCEPTING BIDS FOR THE PAVING
OF THE ARTEX BUILDING

There came on this day for consideration the matter of accepting bids for the paving of the Artex Building

It appears to this Board that bids for the said project were received Monday April 5 2010 and at that time taken under advisement

After review of said bids Mr Horton made the motion to accept the bid of APAC-Mississippi Inc in the amount of \$62,933 00 Mr Davis seconded the motion and a unanimous vote was taken to accept APAC-Mississippi Inc bid This Board also authorizes the President to execute a notice of award and a contract with APAC-Mississippi Inc attached hereto as exhibit s A and B

SO ORDERED this the 8th day of April, 2010


PRESIDENT

TECHNICAL SPECIFICATIONS
FOR
INDUSTRIAL ACCESS & STAGING AREA
FOR
CLAY COUNTY BOARD OF SUPERVISORS

PRESIDENT
FLOYD MCKEE

BOARD MEMBERS
R. B DAVIS
SHELTON DEAN
LYNN HORTON
LUKE LUMMUS

CHANCERY CLERK
ROBBIE ROBINSON

DATE
MARCH 1, 2010

PROJECT NO
209100

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ADVERTISEMENT FOR BIDS

Owner Board of Supervisors of Clay County
P O Box 815
West Point, MS 39773

Separate sealed BIDS for Overlay of Industrial Access and Staging Area will be received by the Board of Supervisors of Clay County, at Clay County Courthouse located at 205 Court Street West Point MS until 10 00 a m on April 5 2010, then at said Clay County Courthouse publicly opened, and read aloud

The CONTRACT DOCUMENTS may be examined at the following locations

Calvert-Spradling Engineers, Inc
301 Highway 45 North Alternate, Suite 5
Post Office Drawer 1078
West Point, Mississippi 39773

OR

The Clay County Board of Supervisors
205 Court Street
West Point, MS 39773

Copies of the CONTRACT DOCUMENTS may be obtained at the office of Calvert-Spradling Engineers, Inc , P O Drawer 1078, West Point, MS, 39773 upon payment of \$120 00 for each set, (non-refundable)

The Owner reserves the right to waive any informalities or to reject any and all bids

Each bidder must deposit with his bid, security in the amount, form and subject to the conditions provided in the Information for Bidders

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof

Date February 25, 2010

/s/ Floyd McKee
(President)

Publish February 26, 2010
March 5, 2010

INFORMATION FOR BIDDERS

Separate sealed BIDS for Overlay of Industrial Access and Staging Areas will be received by the Board of Supervisors of Clay County at Clay County Courthouse located at 205 Court Street West Point MS until 10 00 a.m., April 5 2010 and then at said Clay County Courthouse publicly opened and read aloud

Each BID must be submitted in a sealed envelope, addressed to Clay County Board of Supervisors P O Box 815, West Point MS 39773. Each sealed envelope containing a BID must be plainly marked on the outside "BID for Overlay of Industrial Access and Staging Area", and the envelope should bear on the outside the BIDDER'S name, address, certificate of responsibility number, if applicable, and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at Clay County Board of Supervisors P O Box 815 West Point MS 39773

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the contractor from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID bond payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the Payment BOND and Performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A Performance BOND and a Payment BOND each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or Payment BONDS and Performance BONDS must file with each BOND a certified and effective dated copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance BOND and Payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable Performance BOND and Payment BOND, and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER AND CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTAL GENERAL CONDITIONS.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is Calvert - Spradling Engineers Inc. The ENGINEER'S address is 301 Highway 45 North Alternate, Suite 5, Post Office Drawer 1078, West Point, Mississippi 39773.

**Certificate of Responsibility will not be required for public projects less than \$50,000.00 and private projects less than \$100,000.00. Bidder to note that bid is below minimum bid limits when no Certificate of Responsibility number appears on outside of envelope. The requirements of Senate Bill No. 2329, Mississippi Code, 1985 shall apply.

**BID PROPOSAL FOR
CLAY COUNTY BOARD OF SUPERVISORS
OVERLAY OF INDUSTRIAL ACCESS & STAGING AREA**

Proposal of PPAC Mississ pp, Inc (hereinafter called BIDDER), organized and existing under the laws of the State of Delaware doing business as a Corporation

To Clay County Board of Supervisors (hereinafter called Owner)

In compliance with your Advertisement for Bids BIDDER hereby proposes to perform all WORK for the construction of Overlay of Industrial Access & Staging Area and related appurtenances in strict accordance with the CONTRACT DOCUMENTS within the time set forth therein and at the prices stated below

By submission of this BID each BIDDER certifies, and in the case of joint BID each party thereto certifies as to its own organization that this BID has been arrived at independently without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the project within 15 consecutive working days thereafter BIDDER further agrees to pay as liquidated damages the sum of \$500.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions

Bidder acknowledges receipt of the following addendum

None

Bidder agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum

Unit Prices Hotmix Asphalt \$91.00, Prime Coat \$6.50

(*) Insert a corporation 'a partnership' or 'an individual' as applicable

CLAY COUNTY BOARD OF SUPERVISORS

For the Construction of of Induse 1A s & St ping Av a
 I (We) agree to complete this work within 115 Working Days

SPECIAL NOTICE TO BIDDERS

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED
 (BID SHALL INCLUDE ALL TAXES AND FEES)

ROADWAY ITEMS									
Ref No	Pay Item No	Item	Quantity	Unit	Unit Price		Item Total		
					Dollars	Cents	Dollars	Cents	
		ROADWAY ITEMS							
1	S 403-A	Hot Mix Asphalt 5 1/2" 9.5mm (Overlay)	664 0	Ton	91	00	60424	00	
2	S 408 A	Asphalt for Prime Coat (EA 1 or MC 70)	386 0	Gallon	6	50	2509	00	
PROJECT TOTAL							62933	00	

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Respectfully Submitted

APAC- Mississippi, Inc.
(Company)

Ashley January
(Signature)

462 Lake Norris Road
Columbus, MS 39702
(Address)

Manager
(Title)

April 5, 2010
(Date)

95
(Certificate of Responsibility No)

662-328-6555
(Telephone Number)

SEAL - (If BID is by a Corporation)

720

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we APAC - MISSISSIPPI INC

as Principal hereinafter called the Principal and FEDERAL INSURANCE COMPANY

a corporation duly organized under the laws of the State of INDIANA

as Surety, hereinafter called the Surety are held and firmly bound unto Clay County Board of Supervisors

as Obligee hereinafter called the Obligee, in the sum of FIVE PERCENT OF AMOUNT BID

Dollars (\$5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves our heirs executors, administrators, successors and assigns jointly and severally firmly by these presents

WHEREAS the Principal has submitted a bid for Overlay of Industrial Access and Staging Area

NOW THEREFORE if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter such Contract and give such bond or bonds if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void otherwise to remain in full force and effect

Signed and sealed this 5th day of April 2010

Peggy Hughes
(Witness)

{ Jerry Bull
(Principal) (Seal)
(Title) Asst Sec/Asst Dir

Peggy Hughes
(Witness)

{ Winnie F. Ellis
(Surety) (Seal)
Winnie F. Ellis (Title) Attorney-In Fact

SURETY ACKNOWLEDGMENT

STATE OF Mississippi }
COUNTY OF Hinds } SS

On this 5th day of April, 2010, before me personally came WINNIE F ELLIS to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument, that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof

My Commission Expires
January 19 2011

Lawrence C. ... April 5 2010
Notary Public



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents That FEDERAL INSURANCE COMPANY an Indiana corporation VIGILANT INSURANCE COMPANY a New York corporation and PACIFIC INDEMNITY COMPANY a Wisconsin corporation do each hereby constitute and appoint Andrew S Atkins, Michael W Bogue, Dwayne Boyd, Winnie F Ellis, Scott Glusenkamp Terry May, Dennis A Rodgers and James M Tucker of Jackson, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise bid bonds and bid undertakings not to exceed \$1,000,000.00 (One million United States Dollars) given or executed in the course of business (but not to include any instruments amending or altering the same nor consents to the modification or alteration of any instrument referred to in said bonds or obligations on behalf of APAC - Mississippi (DBA - Mississippi Division) as principal in connection with bids proposals or contracts to or with the United States of America any State or political subdivision thereof or any person firm or corporation. And the execution of such bid bonds or bid obligations by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise under its corporate seal in pursuance of the authority hereby conferred shall, upon delivery thereof be valid and binding upon the Company

In Witness Whereof said FEDERAL INSURANCE COMPANY VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 6th day of November, 2009

Kenneth C Wendel
Kenneth C Wendel Assistant Secretary

David B. Norris, Jr
David B. Norris, Jr Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this 6th day of November, 2009 before me, a Notary Public of New Jersey personally came Kenneth C. Wendel to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY the companies which executed the foregoing Power of Attorney and the said Kenneth C Wendel, being by me duly sworn did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies, and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority and that he is acquainted with David B. Norris Jr and knows him to be Vice President of said Companies and that the signature of David B. Norris Jr subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris Jr and was thereto subscribed by authority of said By-Laws and in deponent's presence

Notarial Seal



STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321067
Commission Expires Oct. 25, 2014

Stephen B. Bradt
Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY

All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary under their respective designations. The signature of such officers may be engraved printed or lithographed. The signature of each of the following officers Chairman President, any Vice President, any Assistant Vice President, any Secretary any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached

I Kenneth C Wendel Assistant Secretary of FEDERAL INSURANCE COMPANY VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY (the Companies) do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct.
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department further Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands and Federal is licensed in American Samoa, Guam and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true correct and in full force and effect.

Given under my hand and seals of said Companies at Warren NJ this _____ day of

5th April 2010



Kenneth C Wendel
Kenneth C Wendel Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail surety@chubb.com

AGREEMENT

THIS AGREEMENT, made this the 8th day of April 2010, by and between Clay County Board of Supervisors, 205 Court Street West Point MS 39773 hereinafter called "OWNER" and APAC - Mississippi Inc doing business as a corporation 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 Overlay of Industrial Access & Staging Area
- 2 The CONTRACTOR will furnish all of the materials, 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 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 15 working days unless the period for completion is extended otherwise by 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 \$ 62,933.00 or as shown in the BID schedule

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5 The terms "CONTRACT DOCUMENTS" means and includes the following

- (A) ADVERTISEMENT FOR BIDS
- (B) INFORMATION FOR BIDDERS
- (C) BID
- (D) BID BOND
- (E) AGREEMENT
- (F) CERTIFICATE OF OWNER'S ATTORNEY
- (G) PERFORMANCE BOND
- (H) PAYMENT BOND
- (I) NOTICE OF AWARD
- (J) NOTICE TO PROCEED
- (K) GENERAL CONDITIONS
- (L) SPECIAL CONDITIONS
- (M) DRAWINGS prepared by Calvert - Spradling Engineers, Inc
numbered 1 through 3 and dated March 1 2010
- (N) SPECIFICATIONS prepared or issued by Calvert-Spradling
Engineers dated March 1, 2010
- (O) ADDENDA
No _____, dated _____, 2010
_____, _____, 2010

6 The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in
General Conditions such amounts as required by the CONTRACT DOCUMENTS

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

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IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in 4 copies each of which shall be deemed an original on the date first above written

(SEAL)

ATTEST

By [Signature]
(Signature)

Harmon A. Robinson, Chancery Clerk
(Name and Title)

(SEAL)

ATTEST

By [Signature]
(Signature)

TERRY WILLY Area Manager
(Name and Title)

OWNER Clay County Board of Supervisors

By [Signature]
(Signature)

Floyd McKee President
(Name and Title)

CONTRACTOR APAC - Mississippi Inc

By [Signature]
(Signature)

Jerry Douell Asst Sec/Asst Treas
(Name and Title)

Employer ID No 58-1401467

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Lee S. Coleman, the duly authorized and acting legal representative of Clay County Board of Supervisors do hereby certify as follows

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives, that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon, and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof

Lee S. Coleman

Date 4/19/10

NOTE Delete phrase "performance and payment bonds" when not applicable

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

APAC – Mississippi, Inc

(Name of Contractor)

462 Lake Norris Columbus, MS 39702

(Address of Contractor)

hereinafter called PRINCIPAL and

FEDERAL INSURANCE COMPANY

(Name of Surety)

hereinafter called SURETY, are held and firmly bound unto

Clay County Board of Supervisors

(Name of Owner)

205 Court Street, West Point, MS 39773

(Address of Owner)

hereinafter called OWNER in the total aggregate penal sum of Sixty-Two Thousand Nine Hundred Ninety-Three Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated _____ day of _____, 2010 a copy of which is hereto attached and made a part hereof for the construction of Overlay of Industrial Access & Staging Area

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect

PROVIDED, FURTHER, that the said security for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment" wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alterations, addition, extension, or modification of any character whatsoever

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the

Performance Bond

Page 1 of 2

right of the other beneficiary hereunder whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder

WITNESS WHEREOF, this instrument is executed in 4 counterparts, each of which shall be deemed as original, this the 13TH day of APRIL, 2010

ATTEST
[Signature]
(Principal-Secretary)

APAC - Mississippi, Inc
(Principal)

Signature Jerry Dowell

By Jerry Dowell Asst Sec/Asst Treas
(Name and Title)

Jackson, MS

(Address)

[Signature]
(Witness as to Principal)

Jackson MS

(Address)

FEDERAL INSURANCE COMPANY
(Surety)

ATTEST

[Signature]
(Witness as to Surety) LISA HALL

[Signature]
(Attorney-in-fact) ANA DAVIS
MS LICENSE NO 10007662

15 W SOUTH TEMPLE STE 700

15 W SOUTH TEMPLE STE 700

SALT LAKE CITY UT 84101

SALT LAKE CITY UT 84101

(Address)

(Address)

NOTE Date of BOND must not be prior to date of Contract

If CONTRACTOR is partnership, all partners should execute BOND

IMPORTANT Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that

APAC - Mississippi, Inc

(Name of Contractor)

462 Lake Norris, Columbus MS 39702

(Address of Contractor)

hereinafter called PRINCIPAL and

FEDERAL INSURANCE COMPANY

(Name of Surety)

hereinafter called SURETY, are held and firmly bound unto

Clay County Board of Supervisors

(Name of Owner)

205 Court Street, West Point, MS 39773

(Address of Owner)

hereinafter called OWNER and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of Sixty-Two Thousand Nine Hundred Ninety-Three Dollars (\$62,933.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 2010, a copy of which is hereto attached and made a part hereof for the construction of Overlay of Industrial Access & Staging Area

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, and tools, consumed or used in connection with the construction of each WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialmen lienholder whether it acquires its lien by operation of State or Federal law, then this obligation shall be void, otherwise to remain in full force and effect

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant (a) Unless claimant other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following The PRINCIPAL the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended The term "Amendment" wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied

WITNESS WHEREOF, this instrument is executed in 4 counterparts, each of which shall be deemed as original, this the 13TH day of APRIL, 2010

ATTEST

[Signature]
(Principal Secretary)

APAC - Mississippi, Inc
(Principal)

Signature [Signature]

By Jerry Douell Asst Sec/Asst Treas
(Name and Title)

Jackson, ms

(Address)

[Signature]
(Witness as to Principal)

Jackson, ms

(Address)

FEDERAL INSURANCE COMPANY
(Surety)

ATTEST

[Signature]
(Witness as to Surety) LISA HALL

[Signature]
(Attorney-in-fact) TINA DAVIS
MS LICENSE NO 10007662

15 W SOUTH TEMPLE STE 700

15 W SOUTH TEMPLE STE 700

SALT LAKE CITY UT 84101

SALT LAKE CITY UT 84101

(Address)

(Address)

NOTE Date of BOND must not be prior to date of Contract

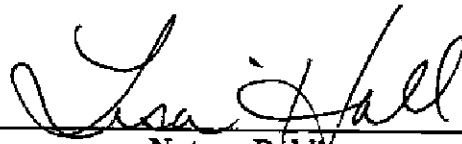
If CONTRACTOR is partnership, all partners should execute BOND

IMPORTANT Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located

SURETY ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } SS

On this 13TH day of APRIL, 2010, before me personally came TINA DAVIS to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument, that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof



Notary Public





Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents That FEDERAL INSURANCE COMPANY an Indiana corporation VIGILANT INSURANCE COMPANY a New York corporation and PACIFIC INDEMNITY COMPANY a Wisconsin corporation do each hereby constitute and appoint Tina Davis, Marcinda Drysdale and Jeanna Romero of Salt Lake City, Utah and Mary E Strait of Tulsa Oklahoma

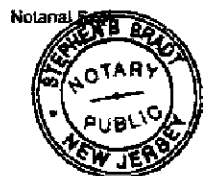
each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business and any instruments amending or altering the same and consents to the modification or alteration of any instrument referred to in said bonds or obligations
In Witness Whereof said FEDERAL INSURANCE COMPANY VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 20th day of November, 2009

Kenneth C. Wendel
Kenneth C. Wendel Assistant Secretary

David B. Norms, Jr.
David B. Norms, Jr. Vice President

STATE OF NEW JERSEY
County of Somerset ss

On this 20th day of November, 2009 before me a Notary Public of New Jersey personally came Kenneth C. Wendel to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY the companies which executed the foregoing Power of Attorney and the said Kenneth C. Wendel being by me duly sworn did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority and that he is acquainted with David B. Norms, Jr. and knows him to be Vice President of said Companies and that the signature of David B. Norms, Jr. subscribed to said Power of Attorney is in the genuine handwriting of David B. Norms, Jr. and was thereto subscribed by authority of said By-Laws and in deponent's presence



STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321087
Commission Expires Oct. 25, 2014

Stephen B. Bradt
Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY

All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company either by the Chairman or the President or a Vice President or an Assistant Vice President jointly with the Secretary or an Assistant Secretary under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys in Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department: further Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands and Federal is licensed in American Samoa, Guam and each of the Provinces of Canada except Prince Edward Island and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this APRIL 13 2010



Kenneth C. Wendel
Kenneth C. Wendel Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Certificate of Insurance

THIS CERTIFICATE ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHT UPON YOU THE CERTIFICATE HOLDER THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW

This is to Certify that

APAC Mississippi Inc

PO Box 24508

Jackson

MS 39225

NAME AND ADDRESS OF INSURED



Liberty Mutual

is at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED			
WORKERS COMPENSATION	9/1/2010		WA7-C8D 004095 029 WC7-C85 004095 019	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES ALL STATES EXCLUDING MONOPOLISTIC STATES AND NY OR WI	EMPLOYERS LIABILITY Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury By Disease \$1,000,000 Policy Limit Bodily Injury By Disease \$1,000,000 Each Person
GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	9/1/2010		TB2-C85 004095-119	General Aggregate—Other than Products / Completed Operations \$2,000,000	
				Products / Completed Operations Aggregate \$2,000,000	
				Bodily Injury and Property Damage Liability \$2,000,000 Per Occurrence	
				Personal Injury \$2,000,000 Per Person / Organization	
		RETRO DATE	Other FIRE DAMAGE \$100,000		Other PER PROJECT AGGREGATE
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON OWNED <input checked="" type="checkbox"/> HIRED	9/1/2010		AS2-C85 004095-129	Each Accident—Single Limit \$2,000,000 B.I. And P.D. Combined	
				Each Person	
				Each Accident or Occurrence	
				Each Accident or Occurrence	
OTHER			Auto Comp Ded \$10,000/Colt Ded \$10,000		
EVIDENCE OF COVERAGE					
ADDITIONAL COMMENTS Overlay of Industrial Access & Staging Area Certificate holder is named as additional insured with respect to General and Automobile Liability Waiver of Subrogation in favor of the certificate holder					

If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date. SPECIAL NOTICE: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

IMPORTANT NOTICE TO FLORIDA POLICYHOLDERS AND CERTIFICATE HOLDERS: IN THE EVENT YOU HAVE ANY QUESTIONS OR NEED INFORMATION ABOUT THIS CERTIFICATE FOR ANY REASON, PLEASE CONTACT YOUR LOCAL SALES PRODUCER WHOSE NAME AND TELEPHONE NUMBER APPEARS IN THE LOWER RIGHT HAND CORNER OF THIS CERTIFICATE. THE APPROPRIATE LOCAL SALES OFFICE MAILING ADDRESS MAY ALSO BE OBTAINED BY CALLING THIS NUMBER.

NOTICE OF CANCELLATION (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO

Liberty Mutual Insurance Group

Certificate Holder

Clay County Board of Supervisors
205 Court Street
West Point MS 39773

J. Balazentis

Judith Balazentis

Pittsburgh / 0387 AUTHORIZED REPRESENTATIVE
12 Federal Street S.e 310 4/19/2010
Pittsburgh PA 15212 5706 412 231 1331

OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies

NM 77

NOTICE OF AWARD

To APAC - Mississippi Inc
462 Lake Norris Road
Columbus, MS 39702

Project Description Overlay of Industrial Access & Staging Area

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated April 5 2010, and Information for Bidders

You are hereby notified that your BID has been accepted for items in the amount of \$62 933 00

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND The OWNER will be entitled to such other rights as may be granted by law

You are required to return any acknowledged copy of this NOTICE OF AWARD to the OWNER

Dated this 8th day of April, 2010

Clay County Board of Supervisors
(Owner)

By Floyd McKee

Floyd McKee President
(Name and Title)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

Signature Jerry Dowell this the 14 day of April,
2010
Jerry Dowell Asst Sec/Asst Treas
(Name and Title)

Notice of Award
Page 1 of 1

NOTICE TO PROCEED

To APAC - Mississippi Inc
462 Lake Norris Road
Columbus MS 39702

Date April 19, 2010
CSE# 209100

Project Overlay of Industrial Access & Staging Area

You are hereby notified to commence WORK in accordance with the Agreement dated April 8 2010 on or before April 26 2010, and you are to complete the WORK within 15 working days thereafter. The date of completion of all WORK is therefore May 17 2010

Clay County Board of Supervisors
(Owner)

By Floyd McKee

Floyd McKee President
(Name and Title)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

Signature Scott Blumkamp this the 19th day of April
2010

Area Manager
(Title)

58 1401467
(Employer Identification Number)

GENERAL CONDITIONS

1	Definitions	17	Subsurface Conditions
2	Additional Instructions and Detail Drawings	18	Suspension of Work, Termination, and Delay
3	Schedules Reports and Records	19	Payments to Contractor
4	Drawings and Specifications	20	Acceptance of Final Payment as Release
5	Shop Drawings	21	Insurance
6	Materials, Services, and Facilities	22	Contract Security
7	Inspection and Testing	23	Assignments
8	Substitutions	24	Indemnification
9	Patents	25	Separate Contracts
10	Surveys Permits, Regulations	26	Subcontracting
11	Protection of Work, Property, Persons	27	Engineer's Authority
12	Supervision by Contractor	28	Land and Rights-of-Way
13	Changes in the Work	29	Guaranty
14	Changes in Contract Price	30	Arbitration
15	Time for Completion and Liquidated Damages	31	Taxes
16	Correction of Work	32	Environmental Requirements

1 DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof

1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS DRAWINGS and SPECIFICATIONS by additions deletions clarifications or corrections

1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed

1.4 BIDDER - Any person, firm, or corporation submitting a BID for the WORK.

1.5 BONDS - Bid, Performance and Payment Bonds and other instruments of surety furnished by the CONTRACTOR and the CONTRACTOR'S surety in accordance with the CONTRACT DOCUMENTS

1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME

1.7 CONTRACT DOCUMENTS - The contract, including Advertisement For BIDS Information For BIDDERS BID BID BOND Agreement, Payment BOND Performance BOND NOTICE OF AWARD, NOTICE TO PROCEED CHANGE ORDER, DRAWINGS, SPECIFICATIONS and ADDENDA

1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS

1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK

1.10 CONTRACTOR - The person, firm, or corporation with whom the OWNER has executed the Agreement

1 11 DRAWINGS - The parts of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.

1 12 ENGINEER - The person, firm, or corporation named as such in the CONTRACT DOCUMENTS

1 13 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction

1 14 NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1 15 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.

1 16 OWNER - A public or quasi-public body or authority, corporation, association, partnership or an individual for whom the WORK is to be performed.

1 17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS

1 18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof

1 19 SHOP DRAWINGS All drawings diagrams illustrations brochures schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1 20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems standards and workmanship

1 21 SUBCONTRACTOR - An individual firm, or corporation having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site

1 22 SUBSTANTIAL COMPLETION - That date certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed in accordance with the CONTRACT DOCUMENTS so that the PROJECT or specified part can be utilized for the purposes for which it is intended.

1 23 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws

1 24 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site

1 25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS and all materials and equipment incorporated or to be incorporated in the PROJECT

1 26 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the WORK.

2 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

2 1 The CONTRACTOR may be furnished additional instructions and detail drawings by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS

2 2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions

3 SCHEDULES REPORTS AND RECORDS

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which the CONTRACTOR proposes to carry on the WORK, including dates at which the various parts of the WORK will be started, estimated date of completion of each part and, as applicable

3.2.1 The dates at which special detail drawings will be required, and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that the CONTRACTOR anticipates will be earned during the course of the WORK.

4 DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5 SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6 MATERIALS, SERVICES AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the WORK within the specified time.

6 2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6 3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6 4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6 5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7 INSPECTION AND TESTING

7 1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards as required and defined in the CONTRACT DOCUMENTS.

7 2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7 3 The CONTRACTOR shall provide at the CONTRACTOR'S expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7 4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7 5 Inspections, tests, or approvals by the engineer or others shall not relieve the CONTRACTOR from the obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7 6 The ENGINEER and the ENGINEER'S representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records or personnel, invoices of materials and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7 7 If any WORK is covered contrary to the written instructions of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for the ENGINEER'S observation and replaced at the CONTRACTOR'S expense.

7 8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require that portion of the WORK in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8 SUBSTITUTIONS

8 1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number and if, in the opinion of the ENGINEER, such material, article or piece of equipment is of equal substance and

function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9 PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees and shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless the CONTRACTOR promptly gives such information to the ENGINEER.

10 SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, the CONTRACTOR shall promptly notify the ENGINEER in writing and any necessary changes shall be adjusted as provided in Section 13 CHANGES IN THE WORK.

11 PROTECTION OF WORK, PROPERTY AND PERSONS

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR will take all necessary precautions for the safety of, will provide the necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site and other property at the site or adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. The CONTRACTOR will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER, of the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. The CONTRACTOR will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12 SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13 CHANGES IN THE WORK

13.1 The OWNER may at any time as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles the CONTRACTOR to a change in CONTRACT PRICE or TIME or both, in which event the CONTRACTOR shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14 CHANGES IN CONTRACT PRICE

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices previously approved
- b. An agreed lump sum

15 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15 4 1 To any preference, priority or allocation order duly issued by the OWNER.

15 4 2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics quarantine restrictions, strikes freight embargoes, and abnormal and unforeseeable weather and

15 4 3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15 4 1 and 15 4 2 of this article

16 CORRECTION OF WORK

16 1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and reexecute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement

16 2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17 SUBSURFACE CONDITIONS

17 1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of

17 1 1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS, or

17 1 2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS

17 2 The OWNER shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless the required WRITTEN NOTICE has been given, provided that the OWNER may if the OWNER determines the facts so justify consider and adjust any such claims asserted before the date of final payment

18 SUSPENSION OF WORK TERMINATION AND DELAY

18 1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which shall fix the date on which WORK shall be resumed The CONTRACTOR will resume that WORK on the date so fixed The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME or both, directly attributable to any suspension

18 2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for the CONTRACTOR or for any of its property or if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or disregards laws ordinances rules, regulations or orders of any public body having jurisdiction of the WORK or disregards the authority of the ENGINEER, or otherwise violates any provision of the CONTRACT DOCUMENTS then the OWNER may without prejudice to any

other right or remedy and after giving the CONTRACTOR and its surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method the OWNER may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until paid all amounts then due in which event and upon resumption of the WORK CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19. PAYMENT TO CONTRACTOR

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month) the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect the OWNER'S interest therein, including applicable insurance. The ENGINEER will within ten (10) days after receipt of each partial payment estimate either indicate in writing approval of payment, and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will within ten (10) days of presentation of an approved partial payment estimate pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 5% of said estimate. If at any time thereafter when the progress of the WORK is not satisfactory additional amounts may be retained. Upon substantial completion of the work, any amount retained may be paid to the CONTRACTOR. When the WORK has been substantially completed except for WORK which cannot be completed because of weather conditions lack of materials

or other reasons which in the judgment of the OWNER are valid reasons for noncompletion, the OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the WORK still to be completed.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site

19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demand of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, the CONTRACTOR'S Surety or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

20 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however final or otherwise, shall not release the CONTRACTOR or its sureties from any obligations under the CONTRACT DOCUMENTS or the Performance and Payment BONDS.

21 INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from, the CONTRACTOR'S execution of the WORK, whether such execution be by the CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

21 1 1 Claims under workmen's compensation disability benefit and other similar employee benefit acts

21 1 2 Claims for damages because of bodily injury, occupational sickness or disease, or death of employees

21 1 3 Claims for damages because of bodily injury, sickness or disease or death of any person other than employees

21 1 4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person, and

21 1 5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21 2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21 3 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, Liability insurance as hereinafter specified.

21 3 1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting the CONTRACTOR from all claims for personal injury including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS whether such operations be by the CONTRACTOR or by any SUBCONTRACTOR employed by the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR employed by the CONTRACTOR. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident, and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.

21 3 2 The CONTRACTOR shall acquire and maintain, if applicable Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21 4 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance including occupational disease provisions for all of the CONTRACTOR'S employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

21 5 The CONTRACTOR shall secure if applicable "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire explosion, hail lightning vandalism, malicious mischief, wind collapse riot aircraft, and smoke during the CONTRACT TIME and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

22 CONTRACT SECURITY

22 1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER

with a Performance BOND and a Payment BOND in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings covenants terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of 'Surety Companies Acceptable on Federal Bonds' as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23 ASSIGNMENTS

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof or of any right, title or interest therein, or any obligations thereunder, without written consent of the other party.

24 INDEMNIFICATION

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, its agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

25 SEPARATE CONTRACTS

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate the WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT or the OWNER may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if the OWNER is performing the additional WORK) reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate the WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the

CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves it in additional expense or entitles it to an extension of the CONTRACT TIME the CONTRACTOR may make a claim thereof as provided in Sections 14 and 15

26 SUBCONTRACTING

26 1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTS on those parts of the WORK which, under normal contracting practices are performed by specialty SUBCONTRACTORS

26 2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50%) percent of the CONTRACT PRICE without prior written approval of the OWNER.

26 3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of its SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR.

26 4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS

26 5 Nothing contained in this CONTRACT shall create any contractual relationship between any SUBCONTRACTOR and the OWNER.

27 ENGINEER'S AUTHORITY

27 1 The ENGINEER shall act as the OWNER'S representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed, and shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS

27 2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply

27 3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety

27 4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS

28 LAND AND RIGHTS-OF-WAY

28 1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28 2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

28 3 The CONTRACTOR shall provide at its own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials

29 GUARANTEE

29 1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free

from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

30 ARBITRATION BY MUTUAL AGREEMENT

30.1 All claims, disputes, and other matters in question arising out of or relating to the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided by Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

30.2 Notice of the request for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and a copy shall be filed with the ENGINEER. Request for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.

30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

31 TAXES

31.1 The CONTRACTOR will pay all sales, consumer use, and other similar taxes required by the laws of the place where the WORK is performed.

32 ENVIRONMENTAL REQUIREMENTS

The CONTRACTOR, when constructing a project involving trenching and/or other related earth excavation, shall comply with the following environmental constraints:

32.1 WETLANDS - The CONTRACTOR, when disposing of excess, spoil, or other construction materials on public or private property, WILL NOT FILL IN or otherwise CONVERT WETLANDS.

32.2 FLOODPLAINS - The CONTRACTOR, when disposing of excess, spoil, or other construction materials on public or private property, WILL NOT FILL IN or otherwise CONVERT 100 YEAR FLOODPLAIN areas delineated on the latest FEMA Floodplain Maps.

32.3 HISTORIC PRESERVATION - Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the PROJECT ENGINEER and a representative of RUS. Construction shall be temporarily halted pending the notification process and further directions issued by RUS after consultation with the State Historic Preservation Officer (SHPO).

32.4 ENDANGERED SPECIES - The CONTRACTOR shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the CONTRACTOR, the CONTRACTOR will immediately report this evidence to the PROJECT ENGINEER and a representative of RUS. Construction shall be temporarily halted pending the notification process and further directions issued by RUS after consultation with the U.S. Fish and Wildlife Service.

SPECIAL CONDITIONS

1	<u>ENUMERATION OF PLANS SPECIFICATIONS AND ADDENDA PLANS</u>	<u>SHEET NO</u>
	Title Layout Sheet	1
	Typical Section Sheet	2
	Layout Sheet	3

SPECIFICATIONS

See INDEX to Specifications

2 STATED ALLOWANCES - NONE

3 SPECIAL HAZARD - NONE

4 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

As required under Paragraph 21 of the General Conditions, the Contractor's Public Liability Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including accidental death, at any time resulting therefrom sustained by any one person in any one accident, and a limit of liability of not less than \$1,000,000 for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$400,000 for all property damage sustained by any one person in any one accident, and a limit of liability of not less than \$400,000 for any such damage sustained by two or more persons in any one accident.

5 DEFINITIONS

OWNER Wherever the term "Owner" is used in these specifications, it refers to Clay County Board of Supervisors.

ENGINEER The term "Engineer" as used in these specifications refers to Calvert - Spradling Engineers, Inc, West Point, Mississippi.

GUARANTEE OF WORK All work shall be guaranteed against defects resulting from the use of inferior materials, equipment and workmanship for one (1) year from the date of final acceptance of contract work.

MANUFACTURER'S DIRECTIONS All manufactured articles, materials and equipment shall be applied, installed, connected, erected and used as directed by the manufacturer, unless herein specified to the contrary. Copies of all instructions shall be furnished with the material.

CONSTRUCTION STAKES, LINES AND GRADES The Engineer will provide all control points and bench marks necessary to lay out the work or to determine the quantities of work performed. Engineer will stake out the above work one (1) time, any replacement of stakes will be at the Contractor's expense.

Special Conditions
Page 1 of 6

SUBSURFACE CONDITIONS Contractor shall make his own investigation of subsurface conditions. No claim for extra compensation due to unusual conditions or developments that are found to exist underground will be allowed.

QUALIFICATIONS OF BIDDERS The bidder shall be qualified to perform a job of this size, depth and capacity and may be required to submit proof that he has performed similar jobs or is otherwise qualified to perform the work satisfactorily.

PROTECTION OF TREES AND SHRUBS Contractor shall not destroy or harm any trees or shrubs without obtaining approval from the Engineer.

SANITARY TOILETS Contractor shall provide temporary toilets for all employees.

FINAL INSPECTION When the work is completed, the Contractor shall notify the Owner in writing on which date he will be ready for final test and inspection. Notice should be given seven (7) days in advance and verified via telephone 24 hours prior to the set time for inspection. After the Owner and Engineer are completely satisfied with the work, the Engineer shall make final measurements of all items and approve final estimate and advise the Owner to make final payment to the Contractor.

PROJECT SIGN NOT APPLICABLE

6 WORKMANSHIP, EMPLOYEES, TOOLS AND CONSTRUCTION EQUIPMENT

All work shall be performed in a finished and workmanshiplike manner to the Engineer's entire satisfaction and in accordance with the best recognized trade practices. All work performed otherwise shall be corrected by the Contractor at his own expense as directed by the Engineer.

Only competent workmen who satisfactorily perform their duties shall be employed on the work and when requested by the Engineer, the Contractor shall discharge and shall not re-employ on the work, any person who, in the opinion of the Engineer, is disorderly, dangerous, insubordinate, incompetent and/or otherwise objectionable.

The Contractor shall provide and maintain in good operating condition all tools and construction equipment necessary for the satisfactory performance of the work. Inadequate, unsuitable, defective, worn out, or otherwise unsatisfactory tools and construction equipment shall be removed from the site and replaced with satisfactory tools and construction equipment, or the proper repairs shall be made, or the unsatisfactory conditions shall be remedied otherwise, all to the Engineer's satisfaction.

7 CONTRACTOR'S RESPONSIBILITY

From commencement until completion and final acceptance by the Owner, the work under this contract shall be under the charge and control of the Contractor, and during such period of control by the Contractor all risks in connection with the construction of the work and materials to be used therein shall be borne by the Contractor.

The Contractor shall be fully responsible for the safety and protection of all persons and of all work and material connected with this contract until the project is finally accepted by the Owner. The

Special Conditions
Page 2 of 6

Contractor shall use proper precaution to fully protect all persons, his own work and the property of the Owner and others from injury and damage, and at his own expense he shall be liable for injury to all persons and shall make good all damage and injury to property belonging to the Owner and others caused by himself and his employees through negligence, carelessness or any other cause

The Engineer shall not be responsible for the methods and means employed by the Contractor in the performance of the Contractor's work. The Engineer shall have no responsibility for the safety of the workmen and others who may be injured during the course of the Contractor's work

8 SCHEDULE OF WORK

Before beginning work, the Contractor shall submit to the Engineer for approval construction schedule. In general, the Contractor's work shall be so scheduled as to interfere as little as possible with the operations of the Owner and other contractors. All work may be performed during normal working hours unless a specific requirement for overtime work is included elsewhere in the Contract Documents

9 CODES, ORDINANCES, REGULATIONS, LAWS, PERMITS LICENSES, AND FEES

The Contractor shall comply with all local, State and Federal codes, ordinances, regulations and laws applicable to the work to be done and applicable to the use of public streets, alleys and highways. Such codes, ordinances, regulations and laws shall be considered as MINIMUM requirements and everything shown or specified in excess of these minimum requirements shall be installed in excess thereof, as shown or specified. No instructions given in the Contract Documents shall be construed as an authorization to violate any code, ordinance, regulation or law

Before beginning work, the Contractor shall obtain and pay for all licenses and permits required to perform work covered by this contract, shall obtain and pay for all necessary inspections by all applicable authorities, and shall include their cost in the bid price. Whereas certain parts of the work may require the approval of public or other authorities, all work shall be subject to the Engineer's approval and acceptance

If the Contractor observes that the drawings or specifications are at variance with any local, State or Federal code, ordinance, regulation or law, he shall immediately notify the Engineer in writing and obtain Engineer's decision before proceeding with the portion of the work involved

10 STANDARD PUBLICATIONS

Wherever in these documents reference is made to standard specifications, codes or other standard publications, such as "ASTM" (American Society for Testing and Materials), "AASHTO" (American Association of State Highway and Transportation Officials), "USA" (United State of America Standards Institute), "AWWA" (American Waterworks Association), "ACI" (American Concrete Institute), "AISC" (American Institute of Steel Construction), "AWS" (American Welding Society), Federal Specifications, "NEC" (National Electrical Code), or others, in all cases the latest published editions of such referenced standard publications in effect at the time of receipt of bids shall apply

11 MANUFACTURED ARTICLES

Wherever in these specifications certain equipment, materials, or manufactured products are called for or described, such are specified to establish a standard of quality and it will be presumed, unless specifically excepted that the base bid includes the materials or articles so called for, and that the Contractor's proposal, if accepted, will constitute a contractual obligation to furnish the specified equipment, materials or articles

If Contractors bid on substitute materials or offer alternate bids, they must state with their bid a complete description, including schematic drawings and/or catalog literature, of the proposed substitution, and the difference in cost, if any, between the proposed substitution and the material or article included in the base bid as standard. The determination as to whether or not such substitutes bid upon are acceptable for substitution shall rest solely with the Owner and the Engineer

12 SAMPLES

The Contractor shall furnish for approval all samples as specified or requested. Unless otherwise specified, submit samples, in duplicate, of adequate size showing quality, type, color range, finish, texture or other specified features. The work shall be in accordance with approved samples

13 ACCURACY OF DATA AND INTERFERENCES

Before beginning any work, the Contractor shall examine carefully the site of the work and all contract drawings and shall verify all dimensions, elevations and all existing conditions

All work shall be installed to conform as nearly as possible with the dimensions, elevations, locations and arrangements indicated, with only such minor adjustments as necessary to coordinate the work of the various trades and specification divisions and/or sections, to coordinate the work of this contract with that of other contracts' to accommodate the actual equipment furnished, to avoid all interferences between the various parts of the work, and to accommodate existing conditions which may differ from those indicated. Any and all parts of the work installed under this contract which interfere with other parts of the work or other contracts, or which deviate from the drawings and specifications without the Engineer's approval shall be altered by the Contractor at his own expense, to clear such interferences, or to comply with the drawings and specifications. All interferences or discrepancies which may be discovered or anticipated shall be reported promptly to the Engineer for decision before proceeding with the work. The Engineer shall have the privilege of authorizing minor changes without additional cost, provided that such changes are made prior to the commencing of work on the item involved

14 LINES, GRADES, STAKES AND TEMPLATES

At his own expense, the Contractor shall furnish all stakes, templates, patterns, platforms and labor which may be required in setting and cutting or laying out each part of the work

15 NOTICES AND SERVICE THEREOF

All notices, demands, requests, instructions, approvals and claims shall be in writing

Each notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor shown by him in the Bid (or at such other office as the Contractor may from time to time designate to the Owner in writing), or if deposited in the United States mail in a sealed postage-prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office

Unless otherwise specified in writing to the Contractor, all papers required to be delivered to the Owner shall be delivered to the Engineer, and each notice to or demand upon the Owner shall be sufficiently given if delivered to the Engineer's office, or if deposited in the United States mail in a sealed postage-prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to the Engineer, or to such other representative of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purposes. Each such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or (in the case of mailing) when it should have been received in due course of post or (in case of telegrams) at the time of actual receipt, as the case may be

16 RIGHTS OF THE OWNER TO TERMINATE CONTRACT

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed for the Contractor or any of his property, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if he should refuse or fail to make prompt payment to persons supplying labor or material for the work under the Contract, or persistently disregard instructions or fail to observe or perform any provisions of the Owner's instructions, or fail to observe or perform any provisions of the Contract Documents, or otherwise be guilty of a substantial violation of any provision of the Contract Documents, then the Owner may, by at least 5 days prior to written notice to the Contractor without prejudice to any other rights or remedies of the Owner in the premises, terminate the Contractor's right to proceed with the work. In such event, the Surety shall take over the work and prosecute it to completion, by contract or otherwise, and the Surety shall be liable for all costs in excess of the contract price, and in such case the Surety may take possession of and utilize in completing the work such materials, appliances and plant as may be on the site of the work necessary therefor. The foregoing provisions are in addition to, and not in limitation of, the rights of the Owner under all other provisions of the Contract Documents

17 CUTTING AND PATCHING

Generally, cutting of new construction shall be avoided wherever possible by the proper coordination between the various trades, and by the placing of proper sleeves, inserts, bolts and other items in the construction as the work progresses

However, where subsequent cutting of new construction or cutting of existing construction is required, it shall be done in a neat, careful and approved manner, without unnecessary or extensive damage to the construction involved, and only to such an extent that is reasonably necessary for the installation of the work

All patching, repairing and altering shall be done only by mechanics skilled in the various trades involved, using materials and workmanship to match those of the original construction in type and quality. All existing construction which is disturbed or damaged in any way by the Contractor's operations shall be restored at least to the condition that existed before work was begun, unless

Special Conditions
Page 5 of 6

otherwise indicated

18 REMOVAL OF DEBRIS

During the progress of the work, the Contractor shall remove and properly dispose of the resultant dirt and debris and keep the premises reasonably clear thereof. Upon completion of the work he shall remove all construction equipment and unused materials provided for the work, and put all buildings, structures and premises in a neat and clean condition and do all cleaning and washing required by the specifications.

19 DOCUMENT PRIORITY CONTROL

The contractor is responsible for reviewing the plans and specifications carefully. In the event there is a conflict between the Rural Development Documents and any items generated by the Owner or Engineer, the Rural Development's Document shall control.

20 DOCUMENTATION OF MATERIAL AND SUBCONTRACTOR PAYMENT

Before the contractor starts, a complete list of materials suppliers and subcontractors with contact, address and phone must be furnished. Please see Attachment "A" - **Affidavit Certifying Payment to all Subcontractor and Suppliers**. One copy should be submitted each month with the Partial Pay Estimate. The Owner may require the contractor to provide documentation from the Subcontractor/Supplier of payment at their discretion.

ATTACHMENT "A"

**AFFIDAVIT CERTIFYING
PAYMENT TO ALL SUBCONTRACTOR AND SUPPLIERS**

I acknowledge that, pursuant to Miss Code Ann §31-5-25 and H B 1562, Laws of 2002, that I am required to submit monthly certification indicating payments to subcontractors and/or suppliers on prior payment request. I, the undersigned Contractor, do hereby certify that I have paid the following amounts to subcontractors and/or suppliers for Work which has been performed and incorporated into previous Partial Payment Requests which were issued and payment received from the Owner on the project listed below. I understand that this document must be submitted on a monthly basis after the submittal, approval and payment of Partial Payment Request #1. I understand that the OWNER reserves the right to require me, the undersigned, to provide verification of payment and/or additional information.

Project Name and Number _____

Subcontractor _____ Amount _____

Subcontractor _____ Amount _____

Subcontractor _____ Amount _____

Subcontractor _____ Amount _____

Subcontractor _____ Amount _____

Subcontractor _____ Amount _____

Subcontractor _____ Amount _____

Subcontractor _____ Amount _____

Supplier _____ Amount _____
 Supplier _____ Amount _____
 Supplier _____ Amount _____
 Supplier _____ Amount _____
 Supplier _____ Amount _____
 Supplier _____ Amount _____
 Supplier _____ Amount _____

(Attach additional list of subcontractors and/or suppliers with amounts if necessary)

Contractor Name and Title _____

Contractor Certificate of Responsibility Number _____

Contractor Signature _____ Date _____



STATE OF MISSISSIPPI
 COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned notary public,
 this the _____ day of _____, _____

 NOTARY PUBLIC

My commission expires

ATTACHMENT "A"

TECHNICAL SPECIFICATIONS

STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION (2004 EDITION) BY THE OFFICE OF STATE AID ROAD CONSTRUCTION OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION AND THE FEDERAL HIGHWAY ADMINISTRATION ARE MADE A PART HEREOF FULLY AND COMPLETELY AS IF ATTACHED HERETO, EXCEPT WHERE SUPERSEDED BY SPECIAL PROVISIONS, OR AMENDED BY REVISIONS

TECHNICAL SPECIFICATIONS
PAGE 1 OF 1

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SPECIAL PROVISION
SECTION 901-S-109
FUEL ADJUSTMENT

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUBJECT CHANGES IN MATERIAL COSTS (FUEL ADJUSTMENT)
DATE April 20, 2009
REFERENCE Section S-109 08 of the Standard Specifications

Prospective Bidders are hereby notified that Section S-109 08, Changes in Materials Costs, of the Mississippi Standard Specifications for State Aid Road Construction, 2004 Edition, is here by deleted and will not be a part of this contract. Adjustments in compensation for petroleum fuels (either plus or minus) used for all construction items will not be made.

761

DATE March 1, 2010

SUBJECT SUPPLEMENT TO TRAFFIC CONTROL PLAN

The existing roadway from the B O P to the E O P shall remain open to local traffic. At night and anytime there is no construction activity and no flagger present, both lanes will be open to traffic. Advance warning signs of "One Lane Traffic" and "Flagger Ahead" will be used, as well as flaggers. This same type of traffic control plan will be used for any general work needed.

The Contractor shall install and maintain signs and barricades as shown as required. There will be no trucks, equipment, or supplies parked or stored within close proximity of a traveled lane in use of public traffic except for vehicles or supplies actually engaged in the work when construction is in progress. The specific requirements of the Contractor's responsibilities are as required by Subsections S-104.04, S-105.15, S-107.07, and S-107.10, and Part VI of the MUTCD latest edition. The requirements of this sheet do not alter or in any way change the requirements of the foregoing or any other requirements of the contract, except as specifically stated herein as an alteration or change.

Within three weeks of a traffic-related accident occurring within the limits of the project, the Contractor shall provide the Engineer with a copy of an accident report for each accident. If analysis of the accident report by appropriate personnel reveals that corrective action is required, the Contractor shall proceed immediately with same.

Dale Rhodes is designated as the responsible person to insure the Contractor constructs, installs, and maintains the devices. An inspection of the traffic control signs and devices shall be performed at periods not exceeding one week regardless of construction activity within the project.

NOTICE OF AWARD

To APAC - Mississippi Inc
462 Lake Norris Road
Columbus MS 39702

Project Description Overlay of Industrial Access & Staging Area

The OWNER has considered the BID submitted by you for the above described WORK response to its Advertisement for Bids dated April 5 2010, and Information for Bidders

You are hereby notified that your BID has been accepted for items in the amount of \$62 933 00

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND The OWNER will be entitled to such other rights as may be granted by law

You are required to return any acknowledged copy of this NOTICE OF AWARD to the OWNER

Dated this 8th day of April, 2010

Clay County Board of Supervisors
(Owner)

By Floyd McKee
Floyd McKee President
(Name and Title)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

Signature _____ this the _____ day of _____
2010

(Name and Title)

Exhibit A

Notice of Award
Page 1 of 1

AGREEMENT

THIS AGREEMENT, made this the 8th day of April 2010, by and between Clay County Board of Supervisors, 205 Court Street, West Point, MS 39773 hereinafter called "OWNER" and APAC - Mississippi, Inc. doing business as a corporation 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 Overlay of Industrial Access & Staging Area
- 2 The CONTRACTOR will furnish all of the materials, 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 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 15 working days unless the period for completion is extended otherwise by 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 \$ 62,933.00 or as shown in the BID schedule

Exhibit B

5 The terms "CONTRACT DOCUMENTS" means and includes the following

- (A) ADVERTISEMENT FOR BIDS
- (B) INFORMATION FOR BIDDERS
- (C) BID
- (D) BID BOND
- (E) AGREEMENT
- (F) CERTIFICATE OF OWNER'S ATTORNEY
- (G) PERFORMANCE BOND
- (H) PAYMENT BOND
- (I) NOTICE OF AWARD
- (J) NOTICE TO PROCEED
- (K) GENERAL CONDITIONS
- (L) SPECIAL CONDITIONS
- (M) DRAWINGS prepared by Calvert - Spradling Engineers, Inc
numbered 1 through 3 and dated March 1, 2010
- (N) SPECIFICATIONS prepared or issued by Calvert-Spradling
Engineers dated March 1, 2010
- (O) ADDENDA
No _____, dated _____, 2010
_____, _____, 2010

6 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

7 This Agreement shall be binding upon all parties hereto and 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 4 copies each of which shall be deemed an original on the date first above written

(SEAL)

ATTEST

By [Handwritten Signature]
(Signature)

(Name and Title)

(SEAL)

ATTEST

By _____
(Signature)

(Name and Title)

OWNER Clay County Board of Supervisors

By [Handwritten Signature]
(Signature)

Floyd McKee President
(Name and Title)

CONTRACTOR APAC - Mississippi Inc

By _____
(Signature)

(Name and Title)

Employer ID No _____

CALVERT - SPRADLING ENGINEERS, INC

CONSULTING ENGINEERS
P O DRAWER 1078
WEST POINT MISSISSIPPI 39773
PHONE (662) 494-7101

ROBERT L CALVERT P E.
STANLEY J SPRADLING P E

SUITE 5
301 HWY 45 ALT NORTH

April 6, 2010

Mr Flovd McKee, President
Clay County Board of Supervisors
P O Box 815
West Point, MS 39773

**RE Clay County Board of Supervisors
Industrial Access & Staging Area
CSE# 209100**

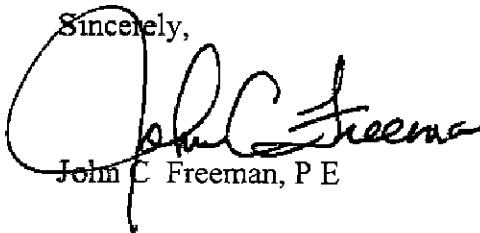
Dear Mr McKee

Enclosed please find four copies of the Bid Tabulation and four copies of a Notice of Award on the above referenced project

The low bidder for this project was APAC - Mississippi, Inc with a bid of \$62,933 00 It is our recommendation that the contract be awarded to APAC - Mississippi, Inc

If you agree with our recommendation, please sign each copy of the Notice of Award and Agreement and return them to my office

Sincerely,



John C Freeman, P E

JCF cn
Enclosures

767

BID TABULATION

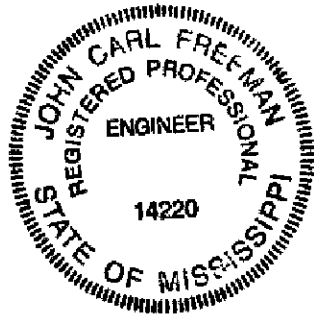
Clay County Board of Supervisors - Industrial Access & Staging Area

CSE# 209100

No	Pay Item No	ITEM	Quantity	Unit	APAC MISSISSIPPI INC		FALCON CONTRACTING CO IN	
					Unit Price	Total Price	Unit Price	Total Price
1	S-403 A	HOT MIX ASPHALT ST 9 5mm (OVERLAY)	664 0	TON	\$ 91 00	\$ 60 424 00	\$ 105 00	\$ 69 720 00
2	S-408 A	ASPHALT FOR PRIME COAT (EA 1 OR MC 70)	386 0	TON	\$ 6 50	\$ 2 509 00	\$ 3 50	\$ 1 351 00
TOTAL BID						\$ 62 933 00		\$ 71 071 00

This is to certify that this is a true and correct tabulation of the bids for the Industrial Access & Staging Area Clay County as received by the Clay County Board of Supervisors on April 5, 2010 at 10:00 a.m. at which time said bids were opened and read aloud by me

John C. Freeman P.E.



(* indicates mathematical error)

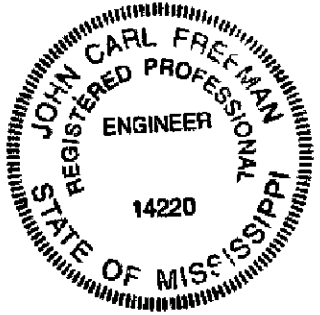
768

BID TABULATION
Clay County Board of Supervisors - Industrial Access & Staging Area
CSE# 209100

No	Pay Item No	ITEM	Quantity	Unit	APAC MISSISSIPPI INC		FALCON CONTRACTING CO IN	
					Unit Price	Total Price	Unit Price	Total Price
1	S-403 A	HOT MIX ASPHALT ST 9.5mm (OVERLAY)	664.0	TON	\$ 91.00	\$ 60,424.00	\$ 105.00	\$ 69,720.00
2	S-408 A	ASPHALT FOR PRIME COAT (EA 1 OR MC 70)	386.0	TON	\$ 6.50	\$ 2,509.00	\$ 3.50	\$ 1,351.00
TOTAL BID						\$ 62,933.00		\$ 71,071.00

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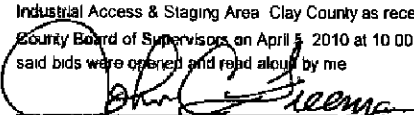
(* - indicates mathematical error)

769

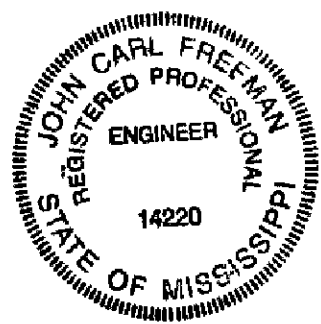
BID TABULATION
Clay County Board of Supervisors - Industrial Access & Staging Area
CSE# 209100

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John C. Freeman P.E.



(* indicates mathematical error)

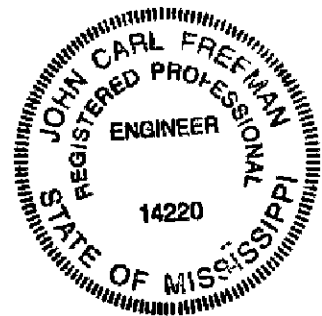
022

BID TABULATION
Clay County Board of Supervisors - Industrial Access & Staging Area
CSE# 209100

No	Pay Item No	ITEM	Quantity	Unit	APAC MISSISSIPPI INC		FALCON CONTRACTING CO IN	
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[Signature]
 John C. Freeman P.E.



(* indicates mathematical error)

771

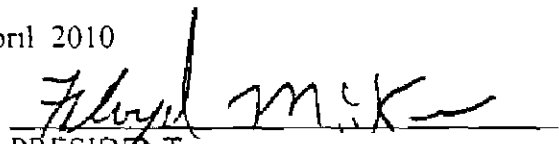
NO _____

IN THE MATTER OF AUTHORIZING LEE S COLEMAN TO PROCEED WITH
EMINENT DOMAIN PROCEEDINGS FOR THE TIBBEE ROAD PROJECT
DISTRICT TWO

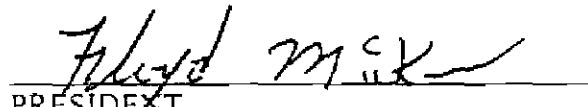
There came on this day for consideration the matter of authorizing Lee S
Coleman to proceed with eminent domain proceedings for the Tibbee Road Project
District Two

After motion by Mr Lummus and second by Mr Horton this Board doth vote
unanimously to authorize Lee S Coleman to proceed with filing of eminent domain
proceedings on all necessary parcels of right way relating to the Tibbee Road Project in
District Two

SO ORDERED this the 8th day of April 2010


PRESIDENT

This Board doth recess until 9 a m on April 14, 2010


PRESIDENT

