

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, Mississippi, on the 28th day of March, 2011, at 9 00 o'clock a m , and present were R B Davis, President of the Board Lynn Horton, Vice President, Shelton Deanes, Luke Lummus, and Floyd McKee 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 APPOINTING PAUL VICKERS TO THE TOMBIGBEE RIVER
VALLEY WATER MANAGEMENT DISTRICT BOARD

There came on this day for consideration the appointing of Paul Vickers to the
Tombigbee River Valley Water Management District Board

It appears to the Board that George O Vickers has submitted his letter of resignation from
the above referenced Board because of health reasons, and

It appears that Paul Vickers would be a suitable appointment to replace George O
Vickers on the said Board

After motion by Mr Lummus and second by Mr Horton this Board doth vote
unanimously to appoint Paul Vickers to the Board of the Tombigbee River Valley Water
Management District

So ordered this the 28th day of March, 2011


President

March 21, 2011

Clay County Board of Supervisors

R B Davis, President

P O Box 151

West Point, MS 39773

Dear Board,

I regret to inform you that due to my health conditions I wish to resign from my position of Board member with the Tombigbee River Valley Water Management District

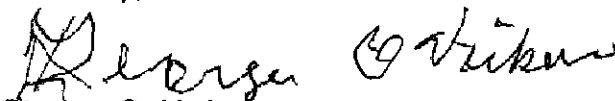
I am uncertain that you are aware that I suffered a stroke a few weeks ago and at this time I am undergoing rehabilitative therapy to help me regain my ability to speak and write so that I can effectively communicate with others

With my resignation I wish that you consider Paul Vickers as my replacement on the Board of the Tombigbee River Valley Water Management District

Paul, who resides at 6600 Vickers Road, West Point, is a landowner in Clay County and operates a beef cattle operation in Clay and Oktibbeha counties. He is also a twenty year employee of 4-County Electric Power Association of Columbus, Mississippi and serves as a board member of the Clay County Farm Bureau

Thank you for allowing me to serve as a member of this organization and I hope that I will soon be able to serve you again

Sincerely,


George O Vickers

Cc Mr Steve Wallace, Executive Director, TRVWMD

NO _____

IN THE MATTER OF RECEIVING BIDS FOR THE REROOFING OF THE DAILY TIMES
LEADER BUILDING

There came on this day for consideration the matter of receiving bids for the reroofing of the Daily Times Leader Building

It appears that six (6) bids were received and they are listed herein on the Bid Tabulation Form marked as exhibit A

After motion by Mr McKee and second by Mr Deanes this Board doth vote unanimously to take said bids under advisement until the meeting of March 30th, 2011

So ordered this the 28th day of March, 2011


President

BID TABULATION FORM



DTL Building- 227 Court Street
Clay County, MS

March 28, 2010
10 00 a.m

2011113

Bidder Certificate of Responsibility #	BASE BID	ALTERNATE BID	Days of Completion
Norman Enterprises Certificate of Responsibility 05413-MC Bonding Company Granite RE	\$58 750 00	\$56 000 00	60
IBM Construction Certificate of Responsibility 17882-MC Bonding Company Granite RE	\$59 368 00	\$48 651 00	45
Marchbanks Specialty Certificate of Responsibility 04733-MC Bonding Company Ohio Casualty Insurance Company	\$61 319 00	\$57 822 00	90
Graham Roofing Certificate of Responsibility 03975 SC Bonding Company Travelers	\$76 345 00	\$63,542 00	45
Mandal's Inc Certificate of Responsibility 01062 Bonding Company Travelers	\$77 615 00	No Bid	60
Cross Roofing Certificate of Responsibility 03405-SC Bonding Company Nas Surety Group	\$78 900 00	\$74 000 00	45

Note The above bids were opened on (March 28 2011) and to the best of our knowledge, are correct as entered above.

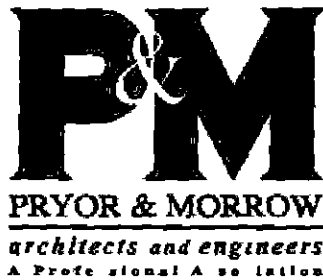
PRYOR & MORROW ARCHITECTS and ENGINEERS, P.A.
P O BOX 167
COLUMBUS MISSISSIPPI 39703

[Handwritten Signature]
Roger A Pryor, ALA
PRYOR & MORROW ARCHITECTS and ENGINEERS, P.A.

**Base Bid Tapered insulation with 2-ply modified bitumen roof 20 year (NDL) warranty
**Alternate Bid Tapered insulation with 60mil fully adhered EPDM rubber roof 15 year watertight warranty

Exhibit A

COLUMBUS OFFICE
P O Box 167
5227 South Frontage Rd
Columbus, MS 39703-0167
Phone (662) 327-8990
Fax (662) 327-8991



ROGER A PRYOR, AIA
JOHN C MORROW, AIA
RUD B ROBISON JR AIA
WILLIAM V DEXTER, JR AIA
COREY D RAVENHORST, P E

March 29, 2011

TO Robbie Robinson
Chancery Clerk-Clay County

RE 227 Court Street Reroof
West Point, MS

I received a complaint today from Norman Enterprises. Their complaint is enclosed. It is directed towards JBM Construction and implies that JBM is not qualified to perform the work of Alternate No 1.

The base bid roof (modified bitumen) is clearly superior to the alternate (EPDM) roof and the prices reflect the difference. However, I do not agree that JBM is unqualified. I disagree with Norman on this issue.

Call me if there are questions.

Roger A. Pryor AIA
Pryor & Morrow Architects and Engineers, P A

C O L U M B U S • T U P E L O
www.pryor-morrow.com



NORMAN ENTERPRISES, INC

202 18th Avenue South Menden, MS 39301

Phone 601-483-4079 Fax 601-483-4705

www.normanroofing.com

COMMERCIAL & INDUSTRIAL ROOFING

Tuesday, March 29, 2011

Mr Roger Pryor
Pryor & Morrow
5227 South Frontage Rd
Columbus, MS 39703

Roger,

According to section 7550 1 06 B in the specifications it states that the roofing installer must be a Firestone Red Shield Licensed Contractor or equal It further states that the installer must have at least five (5) years of experience in installing the specified system Our company meets both of those requirements Does the apparent low bidder on the alternate also meet the requirements?

Respectfully submitted,

C Tyler Norman
Treasurer/Estimator

Fax
662-327-8991



100 Rosecrest Lane
Columbus, MS 39701
Phone 328-5642 Fax: 662/328-2460

March 29, 2011

Roger Pryor
Pryor and Morrow
P O Box 167
Columbus, MS 39703

Re 227 Court Street Reroof
West Point, Mississippi

Mr Pryor,

In response to your concerns with JBM Construction's experience on the 227 Court Street Reroof bid, we have attached a resume of key personnel that would be involved with this project

Listed below is information on our key personnel who will be present on this job

Team for this project

Rob Graham

Owner

Previously employed with Graham Roofing with 10 years experience in installing TPO, EPDM, modified, metal and shingle roof system Has previously attended Versico and Firestone training schools

Joe Morgan

Project Manager

Previously employed with Conn Construction Approximately 10 years of general contracting experience (six years as foreman and four years as lead man) Attended Versico training school in 2009

Charlie Jamison

Superintendent / Foreman

Previously employed with Graham Roofing as a foreman Approximately 20 years experience in installing all types of roofing systems (TPO, EPDM, modified, BUR, metal and shingles) Has previously attended American Buildings metal roof system training school and Firestone training school

The State of Mississippi
CLAY COUNTY

AFFIDAVIT OF PUBLICATION

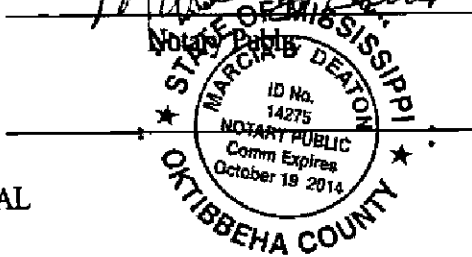
Before me, in and for said county this day personally came the undersigned representative of the Daily Times Leader, a newspaper published in the City of West Point, of said county and state who being duly sworn deposes and says that the publication of a certain notice a true copy of which is hereto affixed has been made for _____ weeks consecutively to wit

Dated 2-27, 20 11
 Dated 3-6, 20 11
 Dated _____, 20 _____
 Dated _____, 20 _____
 Dated _____, 20 _____

Said representative further certifies that the several numbers of the newspaper containing the above mentioned notice have been produced and compared with the copy affixed, and that the publication thereof has been correctly made.

WITNESS MY HAND AND SEAL OF OFFICE, this the 22nd day of March, A.D. 20 11

By Maria A. Deaton



SEAL

DAILY TIMES LEADER

By Natasha Watson
 Publisher Clerk
 Editor Printer

Publication Fee \$ 84.04
 Proof(s) Of Publication \$ 3.00
 Total Charges \$ 87.04

AFFIDAVIT# 17522

NOTICE TO BIDDERS

Sealed bids will be received in the Board of Supervisors Conference Room, Clay County Courthouse, 205 Court of 1972, shall contain on the outside or exterior of the envelope or container of such bid the contractor's current certificate number. No bid shall be opened or considered unless such contractor's current certificate number appears on the outside or exterior of said envelope or container or unless there appears a statement on the outside or exterior of such envelope or container to the effect that the bid enclosed therewith does not exceed fifty thousand dollars (\$50,000). The Owner reserves the right to reject any or all bids and to waive irregularities.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

Author
 Section Code 23-15
 District 5, Mississ
 and supe

2011113
227 Court Street-Re-Roof

**SECTION 00400
PROPOSAL FORM**

Date March 24, 2011

Certificate of Responsibility Number 05413-MC

Proposal of Norman Enterprises, Inc.

Project 227 Court Street Re-Roof
West Point, Mississippi
2011113

Owner Clay County
Board of Supervisors

Owner Representative
Mr Robbie Robinson

The receipt of the following Addenda to the Contract Documents is hereby acknowledged

Addendum No N/A Date _____ Pages _____ Addendum No _____ Date _____ Pages _____

Addendum No _____ Date _____ Pages _____ Addendum No _____ Date _____ Pages _____

Having carefully examined the Contract Documents entitled 227 Court Street Re-Roof , West Point, MS, prepared by Pryor & Morrow Architects and Engineers, P A and dated February 11, 2011, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials and services required by the Contract Documents for the work described as follows

BASE BID. Tapered insulation with 2-ply modified bitumen roof 20 year (NDL) warranty

Fifty-Eight Thousand Seven Hundred Fifty DOLLARS (\$ 58,750.00)

ALTERNATE BID. Tapered insulation with 6mil fully adhered EPDM rubber roof. 15 year watertight warranty.

Fifty-Six Thousand----- DOLLARS (\$ 56,000.00)

Time is an important consideration on the project Roofing shall be substantially complete within 60 calendar days following issuance of a Notice to Proceed

The Contractor represents that it has (1) examined all drawings and specifications furnished by the Owner and Architect and has from such examination informed itself fully concerning all surface conditions in connection with the work and services to be performed hereunder, (2) determined that the site of the work is satisfactory in all respects for the work, and (3) read the contract documents and is fully cognizant and is familiar with all of the terms and conditions thereof

Respectfully Submitted

Signed C.A. Norman, Jr. V.P.
State of Incorporated - Mississippi

© 2011 Pryor & Morrow Architects and Engineers, P.A

Proposal Form 00400-1

2011113
227 Court Street-Re-Roof

Print Name Charles Norman, Jr.
Title Vice President
Address 202 - 18th Avenue South, Meridian, MS 39301

*If bidder is corporation, write State of Incorporated under signature If bidder is partnership, show names of all partners

Note Bidder's Certificate of Responsibility Number is required on the outside of the envelope that contains the proposal of the Bidder

END OF SECTION

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS THAT WE Norman Enterprises, Inc

202 18th Avenue South, Meridian, MS 39301

as Pncipal hereinafter called the Pncipal, and Granite Re, Inc

14001 Quailbrook Drive, Oklahoma City, OK 73134

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

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

205 Court Street, West Point, MS 39773

as Obligee hereinafter called the Obligee in the sum of Five Percent of Amount Bid

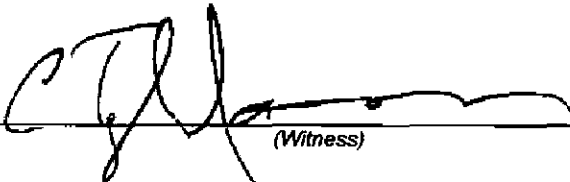
Dollars (\$ 5%)

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

WHEREAS, the Pncipal has submitted a bid for Re-Roofing DTL Building-227 Court Street P & M Project Number: 2011113

NOW THEREFORE if the Obligee shall accept the bid of the Pncipal and the Pncipal 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 materials furnished in the prosecution thereof, or in the event of the failure of the Pncipal to enter such Contract and give such bond or bonds if the Pncipal 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

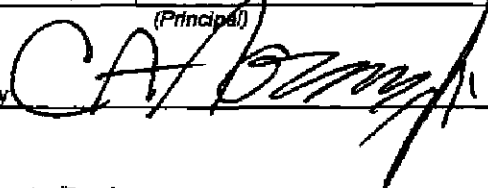
Signed and sealed this 24th day of March 2011


(Witness)

Norman Enterprises Inc

(Principal)

By



(Seal)

VP
(Title)

Granite Re, Inc

(Surety)

(Seal)

By



Attorney-in-Fact

Linda D Whittington

(Title)

Mississippi Resident Agent

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents

That GRANITE RE, INC , a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

Linda D Whittington
its true and lawful Attorney-in-Fact(s) for the following purposes, to wit.

To sign its name as surety to, and to execute, seal and acknowledge the following surety bond, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC a certified copy of which is hereto annexed and made a part of this Power of Attorney, and the said GRANITE RE, INC through us, its Board of Directors, hereby ratifies and affirms all and whatsoever the said **Linda D Whittington**

may lawfully do in the premises by virtue of these presents

Surety Bond Number Bid Bond
Principal Norman Enterprises Inc
Obligee Clay County Board of Supervisors
Bond Amount **See Bond Form**

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 12th day of February, 2010

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)




Kenneth D Whittington, President


Rodman A. Frates, Secretary/Treasurer

On this 12th day of February, 2010, before me personally came Kenneth D Whittington, President of the GRANITE RE, INC. Company and Rodman A. Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D Whittington and Rodman A. Frates were respectively the President and the Secretary/Treasurer of the GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney, that they each knew the seal of said corporation, that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company

My Commission Expires
May 9, 2012
Commission # 00005708




Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc , an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced, provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 24th day of March, 2011




Rodman A Frates, Secretary/Treasurer

**SECTION 00400
PROPOSAL FORM**

Date March 24, 2011

Certificate of Responsibility Number 17882-MC

Proposal of JBM Construction, LLC

Project 227 Court Street Re-Roof
West Point, Mississippi
2011113

Owner Clay County
Board of Supervisors

Owner Representative
Mr Robbie Robinson

The receipt of the following Addenda to the Contract Documents is hereby acknowledged

Addendum No ___ Date _____ Pages _____ Addendum No ___ Date _____ Pages _____

Addendum No ___ Date _____ Pages _____ Addendum No ___ Date _____ Pages _____

Having carefully examined the Contract Documents entitled 227 Court Street Re-Roof, West Point, MS, prepared by Pryor & Morrow Architects and Engineers, P A and dated February 11, 2011, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials and services required by the Contract Documents for the work described as follows

BASE BID: Tapered insulation with 2-ply modified bitumen roof 20 year (NDL) warranty

Fifty Nine Thousand Three Hundred Sixty Eight DOLLARS (\$ 59,368 00)

ALTERNATE BID Tapered insulation with 6mil fully adhered EPDM rubber roof 15 year watertight warranty.

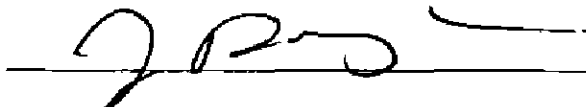
Forty Eight Thousand Six Hundred Fifty One DOLLARS (\$ 48,651 00)

Time is an important consideration on the project Roofing shall be substantially complete within 45 calendar days following issuance of a Notice to Proceed

The Contractor represents that it has (1) examined all drawings and specifications furnished by the Owner and Architect and has from such examination informed itself fully concerning all surface conditions in connection with the work and services to be performed hereunder, (2) determined that the site of the work is satisfactory in all respects for the work, and (3) read the contract documents and is fully cognizant and is familiar with all of the terms and conditions thereof

Respectfully Submitted

Signed



© 2011 Pryor & Morrow Architects and Engineers, P A

Proposal Form 00400-1

GRANITE RE, INC.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we JBM Construction LLC
100 Rosecrest Lane, Columbus, MS 39701 as principal, hereinafter called the Principal, and

Granite Re, Inc , 14001 Quailbrook Drive, Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of Oklahoma as Surety, hereinafter called the Surety, are held and firmly bound unto

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

as Obligee, hereinafter called the Obligee, in the sum of

*** 5% 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

Project #2011113
227 Court Street - Re-Roof West Point, MS

Bid Date March 24, 2011

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 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 24th day of March 2011

JBM Construction LLC

Maure Harrison
Witness

JRG
Title James Robert Graham (Seal)

Granite Re Inc

Cheryl A. Cruise
Cheryl A. Cruise MS Resident Agency & Attorney in Fact (Seal)

GR0392 15

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents

That GRANITE RE INC a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint

MARK C HARDY CHERYL CRUSE its true and lawful Attorney in Fact(s) for the following purposes, to wit


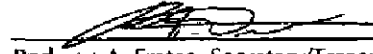
To sign its name as surety to and to execute seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE INC a certified copy of which is hereto annexed and made a part of this Power of Attorney and the said GRANITE RE INC through us, its Board of Directors hereby ratifies and confirms all whatsoever the said

MARK C HARDY, CHERYL CRUSE may lawfully do in the premises by virtue of these presents

In Witness Whereof, the said GRANITE RE INC has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 21st day of August 2008

STATE OF OKLAHOMA)
) ^ SS
COUNTY OF OKLAHOMA)




Kenneth D Whittington, President

Rodman A Frates, Secretary/Treasurer

On this 21st day of August, 2008, before me personally came Kenneth D Whittington, President of the GRANITE RE INC Company and Rodman A Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they the said Kenneth D Whittington and Rodman A Frates were respectively the President and the Secretary/Treasurer of the GRANITE RE, INC, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively of the Company

My Commission Expires
May 9 2012
Commission # 00005708




Notary Public

GRANITE RE, INC
Certificate

THE UNDERSIGNED being the duly elected and acting Secretary/Treasurer of Granite Re, Inc, an Oklahoma Corporation HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re Inc and that said Power of Attorney has not been revoked and is now in full force and effect

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles, with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
24th day of March, 2011




Rodman A Frates Secretary/Treasurer

201113
227 Court Street-Re Roof

**SECTION 00400
PROPOSAL FORM**

Date 3/22/2011 Certificate of Responsibility Number 01062

Proposal of Mandal's Inc

Project 227 Court Street Re Roof
West Point Mississippi
201113 Owner Clay County
Board of Supervisors
Owner Representative
Mr Robbie Robinson

The receipt of the following Addenda to the Contract Documents is hereby acknowledged

Addendum No None Date _____ Pages _____ Addendum No _____ Date _____ Pages _____
Addendum No _____ Date _____ Pages _____ Addendum No _____ Date _____ Pages _____

Having carefully examined the Contract Documents entitled 227 Court Street Re-Roof , West Point, MS, prepared by Pryor & Morrow Architects and Engineers, P A and dated February 11 2011 as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor materials and services required by the Contract Documents for the work described as follows

BASE BID Tapered insulation with 2-ply modified bitumen roof 20 year (NDL) warranty Seventy-seven Thousand Six Hundred Fifteen and no/100 DOLLARS (\$ 77,615.00)

ALTERNATE BID Tapered insulation with 6mil fully adhered EPDM rubber roof 15 year watertight warranty NO BID DOLLARS (\$ NO BID)

Time is an important consideration on the project Roofing shall be substantially complete within 60 calendar days following issuance of a Notice to Proceed

The Contractor represents that it has (1) examined all drawings and specifications furnished by the Owner and Architect and has from such examination informed itself fully concerning all surface conditions in connection with the work and services to be performed hereunder, (2) determined that the site of the work is satisfactory in all respects for the work, and (3) read the contract documents and is fully cognizant and is familiar with all of the terms and conditions thereof

Respectfully Submitted

Signed Chris L Cooper
Mississippi

© 2011 Pryor & Morrow Architects and Engineers, P A

Proposal Form 00400-1

2011113
227 Court Street-Re Roof

Print Name Chns L Cooper
Title President
Address PO Box 6188 Gulfport, MS 39506
4002 Hewes Avenue Gulfport, MS 39507

*If bidder is corporation, write State of Incorporated under signature If bidder is partnership show names of all partners

Note Bidder's Certificate of Responsibility Number is required on the outside of the envelope that contains the proposal of the Bidder

END OF SECTION

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Mandal's, Inc (Here insert full name and address or legal title of Contractor) 4002 Hewes Avenue, Gulfport, Mississippi 39507

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America (Here insert full name and address or legal title of Surety) One Tower Square, Hartford, Connecticut 06183-6014

a corporation duly organized under the laws of the State of Connecticut as Surety, hereinafter called the Surety, are held and firmly bound unto Clay County Board of Supervisors (Here insert full name and address or legal title of Owner) 205 Court Street, West Point, Mississippi 39773

as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Amount Bid _____ Dollars (\$) 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 (Here insert full name address and description of project) Re-Roofing DTL Building - 227 Court Street West Point, Mississippi Project Number 2011113

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 24th day of March, 2011

Witness signatures: Mary Stutz (Witness), Marian Sherry (Witness). Principal: Mandal's, Inc, Chris L Cooper, President. Surety: Travelers Casualty and Surety Company of America, John B Sneed, Attorney-In-Fact, Mississippi Resident Agent.

750

2011113
227 Court Street-Re Roof

**SECTION 00400
PROPOSAL FORM**

Date March 24 2011

Certificate of Responsibility Number 03405-SC

Proposal of CROSS ROOFING INC 3001 Fifth Street Meridian MS 39301

Project: 227 Court Street Re-Roof
West Point, Mississippi
2011113

Owner: Clay County
Board of Supervisors

Owner Representative
Mr Robbie Robinson

The receipt of the following Addenda to the Contract Documents is hereby acknowledged

Addendum No N/A Date _____ Pages _____ Addendum No _____ Date _____ Pages _____

Addendum No _____ Date _____ Pages _____ Addendum No _____ Date _____ Pages _____

Having carefully examined the Contract Documents entitled 227 Court Street Re-Roof , West Point, MS, prepared by Pryor & Morrow Architects and Engineers, P.A. and dated February 11, 2011, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor materials and services required by the Contract Documents for the work described as follows

BASE BID Tapered insulation with 2-ply modified bitumen roof. 20 year (NDL) warranty

Seventy-eight thousand nine hundred & 00/100-----DOLLARS (\$ 78,900 00)

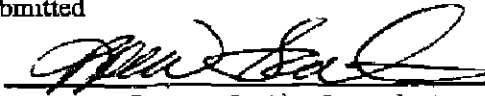
ALTERNATE BID Tapered insulation with 6mil fully adhered EPDM rubber roof. 15 year watertight warranty.

Seventy-four thousand & 00/100-----DOLLARS (\$ 74,000 00)

Time is an important consideration on the project Roofing shall be substantially complete within 45 calendar days following issuance of a Notice to Proceed.

The Contractor represents that it has (1) examined all drawings and specifications furnished by the Owner and Architect and has from such examination informed itself fully concerning all surface conditions in connection with the work and services to be performed hereunder, (2) determined that the site of the work is satisfactory in all respects for the work, and (3) read the contract documents and is fully cognizant and is familiar with all of the terms and conditions thereof

Respectfully Submitted

Signed 
Ronnie Smith President

© 2011 Pryor & Morrow Architects and Engineers, P A

Proposal Form 00400-1

2011113
227 Court Street-Re-Roof

Print Name Ronnie Smith
Title President
Address 3001 Fifth Street Meridian MS 39301

*If bidder is corporation, write State of Incorporated under signature. If bidder is partnership, show names of all partners

Note Bidder's Certificate of Responsibility Number is required on the outside of the envelope that contains the proposal of the Bidder

END OF SECTION



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Cross Roofing, Inc (Here insert full name and address or legal title of Contractor)
P O Box 4181, Meridian, Mississippi 39304

as Principal, hereinafter called the Principal, and
North American Specialty Insurance Company (Here insert full name and address or legal title of Surety)
650 Elm Street, Manchester, New Hampshire 03101

a corporation duly organized under the laws of the State of New Hampshire
as Surety, hereinafter called the Surety, are held and firmly bound unto
Clay County Board of Supervisors (Here insert full name and address or legal title of Owner)
Clay County Courthouse, 205 Court Street, West Point, Mississippi 39773

as Obligee, hereinafter called the Obligee, in the sum of
Five Percent (5%) of the Amount Bid----- Dollars (\$)

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 (Here insert full name address and description of project)
Re-Roofing DTL Building - 227 Court Street - P & M Project Number 2011113

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 24th day of March, 2011

(Witness)

Cross Roofing, Inc

(Principal) (Seal)

(Title) PRESIDENT

(Witness)

North American Specialty Insurance Company

(Surety) (Seal)

Kimberly B Barhum (Title) Attorney-In-Fact
Mississippi Resident Agent

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester New Hampshire, and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

JIM E BRASHIER TROY P WAGENER LOREN RICHARD HOWELL JR KATHLEEN B SCARBOROUGH JOHN B SNEET
NORMA J McMAHON ANDREW P RICE DAVID ROBIN FORTENBERRY SHARON TUTEN KIMBERLY B BARHUM
and ANDREW P UNDERWOOD jointly and severally

Its true and lawful Attorney(s)-in Fact, to make execute seal and deliver for and on its behalf and as its act and deed bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies as surety on contracts of suretyship as are or may be required or permitted by law regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of
TWENTY FIVE MILLION (\$25 000 000 00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000

"RESOLVED that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company and it is

FURTHER RESOLVED that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature]
Steven P Anderson, President & Chief Executive Officer of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



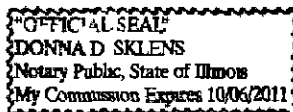
By [Signature]
David M Layman Senior Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed and these presents to be signed by their authorized officers this 9th day of March, 2009

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page ss

On this 9th day of March, 2009, before me a Notary Public personally appeared Steven P Anderson President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M Layman Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies



[Signature]
Donna D Sklens, Notary Public

I, James A Carpenter the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company which is still in full force and effect.

IN WITNESS WHEREOF I have set my hand and affixed the seals of the Companies this 24th day of March, 2011

[Signature]
James A Carpenter Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company

2011113
227 Court Street-Re-Roof

**SECTION 00400
PROPOSAL FORM**

Date March 23, 2011

Certificate of Responsibility Number 04733-MC

Proposal of. Marchbanks Specialty Co, Inc

Project 227 Court Street Re-Roof
West Point, Mississippi
2011113

Owner Clay County
Board of Supervisors

Owner Representative
Mr Robbie Robinson

The receipt of the following Addenda to the Contract Documents is hereby acknowledged

Addendum No ___ Date _____ Pages ___ Addendum No ___ Date _____ Pages ___

Addendum No ___ Date _____ Pages ___ Addendum No ___ Date _____ Pages ___

Having carefully examined the Contract Documents entitled 227 Court Street Re-Roof, West Point, MS, prepared by Pryor & Morrow Architects and Engineers, P A and dated February 11, 2011, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials and services required by the Contract Documents for the work described as follows

BASE BID: Tapered insulation with 2-ply modified bitumen roof. 20 year (NDL) warranty

Sixty-One Thousand, Three Hundred Nineteen and 00/100-DOLLARS (\$ 61,319 00)

ALTERNATE BID: Tapered insulation with 6mil fully adhered EPDM rubber roof. 15 year watertight warranty.

Fifty-Seven Thousand, Eight Hundred Twenty-Two and 00/100 DOLLARS (\$ 57,822 00)

Time is an important consideration on the project Roofing shall be substantially complete within 90 calendar days following issuance of a Notice to Proceed

The Contractor represents that it has (1) examined all drawings and specifications furnished by the Owner and Architect and has from such examination informed itself fully concerning all surface conditions in connection with the work and services to be performed hereunder, (2) determined that the site of the work is satisfactory in all respects for the work, and (3) read the contract documents and is fully cognizant and is familiar with all of the terms and conditions thereof

Respectfully Submitted

Signed *Keith Marchbanks*
State of Incorporation Mississippi

© 2011 Pryor & Morrow Architects and Engineers, P.A

Proposal Form 00400-1

2011113
227 Court Street-Re-Roof

Print Name Keith Marchbanks
Title President
Address P O Box 747, Water Valley, MS 38965

*If bidder is corporation, write State of Incorporated under signature If bidder is partnership, show names of all partners

Note Bidder's Certificate of Responsibility Number is required on the outside of the envelope that contains the proposal of the Bidder

END OF SECTION

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Marchbanks Specialty Company, Inc

P O Box 747, Water Valley, MS 38965

as Principal, hereinafter called the Principal, and The Ohio Casualty Insurance Company

175 Berkeley Street, Boston, MA 02116

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

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

205 Court Street, West Point, MS 39773

as Obligee hereinafter called the Obligee in the sum of Five Percent of Amount Bid

Dollars (\$ 5%)

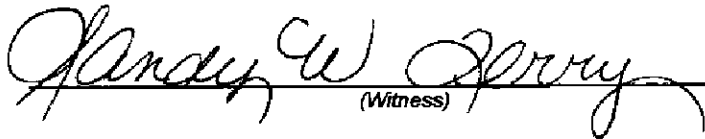
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors administrators successors and assigns, jointly and severally, firmly by these presents

WHEREAS the Principal has submitted a bid for Re-Roofing DTL Building-227 Court Street, P & M Project Number

2011113

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 materials 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 24th day of March 2011


(Witness)

Marchbanks Specialty Company, Inc

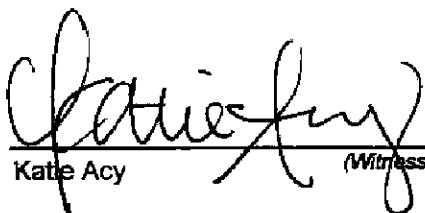
(Principal)

(Seal)

By


Keith Marchbanks, President

(Title)


Kate Acy
(Witness)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

By


Peggy L. Jackson

(Title)

Resident Mississippi Agent/Bottrell Insurance

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED • THE AMERICAN
INSTITUTE OF ARCHITECTS 1735 N Y AVE. N W., WASHINGTON D C 20006

POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY

No.

Know All Men by These Presents That THE OHIO CASUALTY INSURANCE COMPANY an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY an Indiana Corporation pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and American Fire and Casualty Company and West American Insurance Company do hereby nominate, constitute and appoint

Peggy L. Jackson of Bottrell Insurance

its true and lawful agent (s) and attorney (s)-in fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS UNDERTAKINGS and RECOGNIZANCES not exceeding in any single instance TEN MILLION (\$10,000,000.00) DOLLARS, excluding however any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Companies as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact

In WITNESS WHEREOF the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 5th day of December, 2007



Sam Lawrence
Sam Lawrence, Assistant Secretary

STATE OF OHIO
COUNTY OF BUTLER

On this 5th day of December 2007 before the subscriber a Notary Public of the State of Ohio, in and for the County of Butler duly commissioned and qualified, came Sam Lawrence Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio the day and year first above written



Cheryl S. Heger
Notary Public in and for County of Butler State of Ohio
My Commission expires August 5, 2012

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By Laws of The Ohio Casualty Insurance Company and West American Insurance Company extracts from which read

Article III Section 9 Appointment of Attorneys-in-Fact The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm corporation, partnership limited liability company or other entity or the official representative thereof or to any county or state, or any official board or boards of any county or state or the United States of America or any agency thereof or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21 2004
RESOLVED That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof to prescribe their respective duties and the respective limits of their authority and to revoke any such appointment Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond undertaking or other written obligations in the nature thereof to which it is attached be valid and binding upon the Company with the same force and effect as though manually affixed

CERTIFICATE

I the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company do hereby certify that the foregoing power of attorney the referenced By Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date

IN WITNESS WHEREOF I have hereunto set my hand and the seals of the Companies this 24th day of March 2011



Mark S. Schmidt
Assistant Secretary

2011113
227 Court Street-Re-Roof

**SECTION 00400
PROPOSAL FORM**

Date 3/24/2011

Certificate of Responsibility Number 03975-SC

Proposal of Graham Roofing Incorporated

Project 227 Court Street Re-Roof
West Point, Mississippi
2011113

Owner Clay County
Board of Supervisors

Owner Representative
Mr Robbie Robinson

The receipt of the following Addenda to the Contract Documents is hereby acknowledged

Addendum No ___ Date _____ Pages ___ Addendum No ___ Date _____ Pages ___

Addendum No ___ Date _____ Pages ___ Addendum No ___ Date _____ Pages ___

Having carefully examined the Contract Documents entitled 227 Court Street Re-Roof , West Point, MS, prepared by Pryor & Morrow Architects and Engineers, P.A. and dated February 11, 2011, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials and services required by the Contract Documents for the work described as follows

BASE BID: Tapered insulation with 2-ply modified bitumen roof. 20 year (NDL) warranty

Seventy-six thousand three hundred forty-five & no/00 DOLLARS (\$ 76,345 00)

ALTERNATE BID: Tapered insulation with 6mil fully adhered EPDM rubber roof. 15 year watertight warranty.

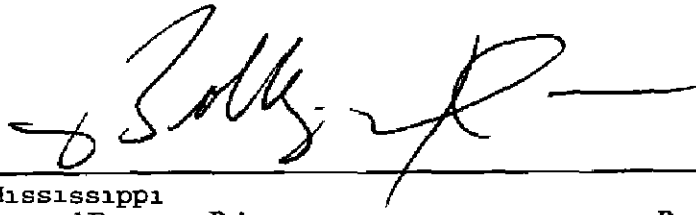
Sixty-three thousand five hundred forty-two & no/00 DOLLARS (\$ 63,542 00)

Time is an important consideration on the project. Roofing shall be substantially complete within 45 calendar days following issuance of a Notice to Proceed.

The Contractor represents that it has (1) examined all drawings and specifications furnished by the Owner and Architect and has from such examination informed itself fully concerning all surface conditions in connection with the work and services to be performed hereunder, (2) determined that the site of the work is satisfactory in all respects for the work, and (3) read the contract documents and is fully cognizant and is familiar with all of the terms and conditions thereof

Respectfully Submitted.

Signed



State of Mississippi

© 2011 Pryor & Morrow Architects and Engineers, P.A.

Proposal Form 00400-1

2011113
227 Court Street-Re-Roof

Print Name Bobby Hooks

Title President

Address 769 West Tibbee Road West Point, MS 39773
662/492-9555 phone 662/492-9591 fax

*If bidder is corporation, write State of Incorporated under signature If bidder is partnership, show names of all partners

Note Bidder's Certificate of Responsibility Number is required on the outside of the envelope that contains the proposal of the Bidder

END OF SECTION

Graham Roofing

ALABAMA

Tuscaloosa

(205) 368-8495
FAX (662) 492 9591

MISSISSIPPI

West Point

769 West Tibbee Road
West Point, MS 39773
(662) 492 9555
FAX (662) 492 9591

Tupelo

136 Bauhaus Drive
Sattilo MS 38866
(662) 869-0012
FAX (662) 869-7800

TENNESSEE

Jackson

(731) 427 1247
FAX (662) 492 9591

www.grahamroofing.com

ATE March 24, 2011

PROJECT 227 Court Street Re-roof
West Point, MS 39773
2011113

CLARIFICATIONS

- 1 All clay tile roof and terra-cotta coping repairs to be done by Steve Allred
- 2 If required, owner to have existing roofs tested for asbestos

UNIT PRICE If positive, asbestos abatement . . ADD \$1 00 per s f

Graham Roofing, Incorporated



Bobby Hooks, President

Accepted by

Date _____



THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Graham Roofing Inc , 769 West Tibbee Road West Point MS 39773

as Principal hereinafter called the Principal and Travelers Casualty and Surety Company of America

a corporation duly organized under the laws of the State of Connecticut as Surety hereinafter called the Surety are held and firmly bound unto Clay County Board of Supervisors Clay County Courthouse 205 Court Street, West Point, Mississippi

as Oblige in hereinafter called the Oblige in the sum of 5 % of Bid Dollars (\$), 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 Re-Roofing, DTL Building-227 Court Street P & M Project Number 2011113

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 24th day of March 2011

Christie Holbrook
(Witness)

Graham Roofing, Inc
(Principal)
[Signature]
(Title)

Shannon Bowles
(Witness)

Travelers Casualty and Surety Company of America
(Surety) (Seal)
[Signature]
Brandt C Galloway Attorney-In-Fact

762



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc
St Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney In Fact No 221679

Certificate No 003927593

KNOW ALL MEN BY THESE PRESENTS That St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company and St Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota that Farmington Casualty Company Travelers Casualty and Surety Company and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland that Fidelity and Guaranty Insurance Company is a corporation duly organized under laws of the State of Iowa and that Fidelity and Guaranty Insurance Underwriters Inc is a corporation duly organized under the laws of the State of Wisconsin herein collectively called the Companies and that the Companies do hereby make constitute and appoint

James C Galloway Jr Robbin Hill Paul Steven Swedenburg Cecil R Vaughan Jr Brandt C Galloway Kyle Chandler IV Wilham W Hilbun George P Delvoras John W Campbell and Shannon M Bowles

of the City of Columbus State of Mississippi their true and lawful Attorney(s) in-Fact each in their separate capacity if more than one is named above to sign execute seal and acknowledge any and all bonds recognizances conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

IN WITNESS WHEREOF the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed this 2nd day of October 2009

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters Inc
St Paul Fire and Marine Insurance Company
St Paul Guardian Insurance Company

St Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss

By [Signature]
George W Thompson Senior Vice President

On this the 2nd day of October 2009 before me personally appeared George W Thompson who acknowledged himself to be the Senior Vice President of Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters Inc St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America and United States Fidelity and Guaranty Company and that he as such being authorized to do executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

In Witness Whereof I hereunto set my hand and official seal
My Commission expires the 30th day of June 2011



[Signature]
Marie C Tetreault Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters Inc St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America and United States Fidelity and Guaranty Company which resolutions are now in full force and effect reading as follows

RESOLVED that the Chairman the President any Vice Chairman any Executive Vice President any Senior Vice President any Vice President any Second Vice President the Treasurer any Assistant Treasurer the Corporate Secretary or any Assistant Secretary may appoint Attorneys in Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds recognizances contracts of indemnity and other writings obligatory in the nature of a bond recognizance or conditional undertaking and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her and it is

FURTHER RESOLVED that the Chairman the President any Vice Chairman any Executive Vice President any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary and it is

FURTHER RESOLVED that any bond recognizance contract of indemnity or writing obligatory in the nature of a bond recognizance or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President any Vice Chairman any Executive Vice President any Senior Vice President or any Vice President any Second Vice President the Treasurer any Assistant Treasurer the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or (b) duly executed (under seal if required) by one or more Attorneys in Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority and it is

FURTHER RESOLVED that the signature of each of the following officers President any Executive Vice President any Senior Vice 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 Resident Vice Presidents Resident 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 on the Company in the future with respect to any bond or understanding to which it is attached

I Kon M Johanson the undersigned Assistant Secretary of Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters Inc St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seals of said Companies this 24th day of March 20 11


Kon M Johanson Assistant Secretary



To verify the authenticity of this Power of Attorney call 1 800-421 3880 or contact us at www.travelersbond.com Please refer to the Attorney In Fact number the above named individuals and the details of the bond to which the power is attached

NO _____

IN THE MATTER OF MOVING INTO EXECUTIVE SESSION UNDER THE AUTHORITY
OF SECTION 25-41-7 (4)(1) OF THE MISSISSIPPI CODE 1972

There came on this day for consideration the matter of moving into executive session under the authority of Section 25-41-7 (4)(1) of the Mississippi Code 1972

Mr Horton made the motion to move into executive session to discuss an economic development matter concerning a prospective industry Mr Deanes seconded the motion and a unanimous vote was taken to move into executive session

Later Mr Lummus made a motion to move back into open session and Mr Deanes seconded the motion and a unanimous vote was taken

The Board moved into open session and took no action on the subject discussed in executive session

The Board then recess until 9 30 a m on March 30, 2011


President

This page blank
intentionally

James L. Kopari
Chamney Clerk

BE IT REMEMBERED THAT THE Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, Mississippi, on the 30th day of March, 2011, at 9 00 o'clock a m , and present were R B Davis, President of the Board, Lynn Horton, Vice President, Shelton Deanes, Luke Lummus, and Floyd McKee Also present at said meeting were Harmon A Robinson, Clerk of the Board, and Laddie Huffman, Sheriff, when and where the following proceedings we had and determined, to-wit

NO _____

IN THE MATTER OF AWARDING THE BID FOR THE REPAIR TO THE ROOF OF THE
DAILY TIMES LEADER BUILDING

There came on this day the matter of awarding the bid for the repair to the roof of the
Daily times Leader Building

It appears to this Board that bids were taken on March 28, 2011 and taken under
advisement for study by the project's architect Pryor & Morrow, Inc , and

It appears that the lowest and best bid was that of Norman Enterprises in the amount of
\$58,750 00 for the base bid See attached exhibit A being the bid tabulation form

After motion by Mr Deanes and second by Mr Lummus this Board doth vote
unanimously to accept the bid of Norman Enterprises for \$58,750 00 to roof the Daily Times
Leader Building

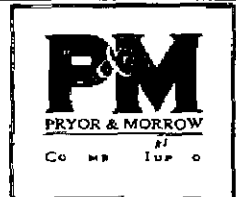
So ordered this the 30th day of March, 2011


President

BID TABULATION FORM

**DTL Building- 227 Court Street
Clay County, MS**

**March 28, 2010
10.00 a.m.**

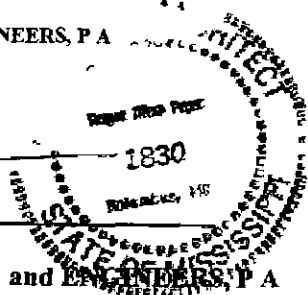


2011113

Bidder Certificate of Responsibility #	BASE BID	ALTERNATE BID	Days of Completion
Norman Enterprises Certificate of Responsibility 05413-MC Bonding Company Granite RE	\$58,750.00	\$56,000.00	60
JBM Construction Certificate of Responsibility 17882-MC Bonding Company Granite RE	\$59,368.00	\$48,651.00	45
Marchbanks Specialty Certificate of Responsibility 04733 MC Bonding Company Ohio Casulty Insurance Company	\$61,319.00	\$57,822.00	90
Graham Roofing Certificate of Responsibility 03975 SC Bonding Company Travelers	\$76,345.00	\$63,542.00	45
Mandal s Inc Certificate of Responsibility 01062 Bonding Company Travelers	\$77,615.00	No Bid	60
Cross Roofing Certificate of Responsibility 03405-SC Bonding Company Nas Surety Group	\$78,900.00	\$74,000.00	45

Note: The above bids were opened on (March 28 2011) and to the best of our knowledge are correct as entered above

PRYOR & MORROW ARCHITECTS and ENGINEERS, P A
P O BOX 167
COLUMBUS MISSISSIPPI 39703



Roger A. Pryor, AIA
PRYOR & MORROW ARCHITECTS and ENGINEERS, P A

****Base Bid** Tapered insulation with 2 ply modified bitumen roof 20 year (NDL) warranty

****Alternate Bid** Tapered insulation with 60mil fully adhered EPDM rubber roof 15 year watertight warranty

Exhibit A

**IN THE MATTER OF STRIKING CERTAIN ASSETS FROM THE INVENTORY
CONTROL RECORDS OF CLAY COUNTY, MISSISSIPPI**

There came on this day for consideration the matter of striking certain fixed assets from the inventory control records of Clay County, Mississippi

It appears to this Board that the item listed below is no longer being used by the County and no longer functions properly so as to be useful to the County and therefore should be deleted off the County's fixed asset ledger

D1142 Chainsaw & Case Model Stihl MS250 S/N# 256741334

After motion by Mr. Horton and second by Mr. McKee, this Board doth vote unanimously to strike the items listed above from the inventory control records of Clay County, Mississippi

SO ORDERED, this the 30th day of March, 2011

R B Davis

President

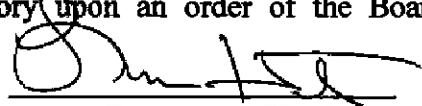
To Harmon A. Robinson
Inventory Control Clerk

From

Date

Re Inventory Control # DI-142
Description Chain Saw; Stahl
S/N# 256741334

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors.


Department Head

This is acknowledged receipt of the above inventory item on this the 30 day of March, 2010


Inventory Clerk

NO _____

IN THE MATTER OF AUTHORIZING THE PRESIDENT TO EXECUTE CERTAIN
DOCUMENTS RELATING TO CLAY COUNTY'S ENERGY GRANT THROUGH MDA

There came on this day for consideration the matter of authorizing the President to
execute certain documents relating to Clay County's Energy Grant through MDA

After motion by Mr McKee and second by Mr Horton this Board doth vote unanimously
to authorize the President of this Board to execute the attached documents marked as exhibit A
which reflect the Board's acknowledgment of receipt of guidelines for the grant

So ordered this the 30th day of March, 2011


President

This Board doth adjourn until 9 AM on April 4, 2011


President



STATE OF MISSISSIPPI
 HALEY BARBOUR, GOVERNOR
 MISSISSIPPI DEVELOPMENT AUTHORITY
 GRAY SWOOPE
 EXECUTIVE DIRECTOR

ARRA Instruction #1

DATE October 5 2010

RE: Methods of Procurement for Public Entities

FROM Jackie Autman, Bureau Manager, MDA Stimulus Division *J. Autman*

TO All MDA ARRA LFCBG Awardees

CC FECBG Project Administrators

In accordance to the Program Rules and Regulations, as laid out in the grant agreement, the grantee shall follow all federal and state rules and regulations governing the Energy Efficiency and Conservation Block Grant Program as stated in the MDA-ED Sub-Recipient Manual. In addition, as program requirements may/will change as federal and state guidelines come forth, the Grantee will follow and implement this program to the degree necessary to carry out the intended use of these funds.

In response to the many questions we have received concerning the project procurement process, please refer to pages 19 and 20 of the sub-recipient manual and the attached Purchasing Law Changes spelled out in ARRA Memo #9 Revised.

It is the responsibility of the local unit of government awarded funds to ensure that they comply with all program rules and regulations. Therefore, it may be necessary to consult your attorney to ensure that all rules and regulations governing the Energy Efficiency and Conservation Block Grant Program are being adhered to. Please sign the attached acknowledgement and return it as soon as possible. Feel free to contact the MDA Stimulus Division Project Manager overseeing your project if there are any questions or concerns.

POST OFFICE BOX 849 JACKSON MISSISSIPPI 39201-0849
 TELEPHONE (601) 359-3449 FAX (601) 597-8722 WWW.MISSISSIPPI.ORG

Exhibit A

ACKNOWLEDGEMENT OF RECEIPT

I hereby acknowledge that I have received and fully understand the information presented regarding procurement requirements and processes. I understand that additional revisions/updates may be provided as further guidance and information is released from the Mississippi Development Authority, the Office of Management and Budget, the General Accounting Office, the U S Department of Energy the State of Mississippi, or any other federal of state agency with authority governing the expense of ARRA funds.



Signature

R B Davis

Name (Please Print)

President, Clay County

Title & Organization

POST OFFICE BOX 649 JACKSON MISSISSIPPI 39205-0849
TELEPHONE (601) 359-3449 FAX (601) 359-2632 WWW.MISSISSIPPI.ORG



STATE OF MISSISSIPPI
HALEY BARBOUR, GOVERNOR

DEPARTMENT OF FINANCE AND ADMINISTRATION

KEVIN J. UPCHURCH
EXECUTIVE DIRECTOR

MEMORANDUM

TO: State Agency Procurement Directors
FROM: Gina Davis, Director *GD*
Office of Purchasing, Travel and Fleet Management
DATE: June 15, 2009
RE: Purchasing Law Changes - ARRA Memo #9 REVISED

The following is a brief review of the changes made by Senate Bill 2923 which became effective April 15, 2009. In the following discussion we have attempted to accurately describe the changes.

Bid Thresholds – SB2923 amends section 31-7-13(b) to allow for written quotes to be accepted for purchases involving an expenditure of more than \$5,000 but not more than \$50,000. The current law required written quotes for \$5,000 to \$25,000.

SB2923 also added the following statement to 31-7-13(b): "Any state agency or community/junior college purchasing commodities or procuring construction pursuant to this paragraph (b) may authorize its purchasing agent or his designee to accept the lowest competitive written bid under Fifty Thousand Dollars (\$50,000.00)."

SB2923 also provides the following in 31-7-13(b): "Any quoted item or construction in excess of Five Thousand Dollars (\$5,000.00) but not more than Fifty Thousand Dollars (\$50,000) shall be broken down by components to provide detail of component quantities and pricing. These details shall be submitted with the written quote and become part of the quote evaluation criteria."

The DFA is interpreting the item component as follows: parts of the project of which the whole quote is comprised. The components shall include parts, materials, labor, miscellaneous, etc.

For example, if you quote 1,000 yards of carpet for a total of \$20,000, your list should look something like this:

Carpet material 1,000 sq y @ \$15.00/yd = \$15,000.00
Labor and miscellaneous items 1,000 sq y @ \$5.00/yd = \$5,000.00

POST OFFICE BOX 367 JACKSON, MISSISSIPPI 39205 TEL: (601) 359-3402 FAX: (601) 359-2405

If you are familiar with doing a schedule of values for items over \$20,000 for large projects, use the same format except any item over \$5,000 must be broken down by the same method.

SB2923 further amends section 31-7-13 (c) by reflecting the change in the threshold from \$25,000 to \$50,000 required for publication which allows two written quotes for acquisitions up to \$50,000. This change moves the upward boundary for quotes from \$25,000 to \$50,000.

There is an exception to this allowance. Section 31-7-13 (c)(1) requires that American Recovery and Reinvestment Act (ARRA) projects in excess of \$25,000 be bid. Publication must be made for these projects at least one (1) time. Additionally, if it is an ARRA funded project, the bid opening shall not be less than ten (10) working days after the date of the published notice.

For ARRA projects, the same date that notice information is provided to the newspaper for publication, the agency or governing authority must also submit this notice electronically to the Mississippi Procurement Technical Assistance Program within the Mississippi Development Authority. The Mississippi Procurement Technical Assistance Program is required to publish these notices on a unique website within 24 hours of receipt. Notices should be emailed to bids@mississippi.org or faxed to (601) 359-5290. Subject line should include ARRA Stimulus Recovery Project. Note that the bids cannot be opened until posted on this site for a minimum of ten (10) consecutive working days.

Additional changes to this section require DFA to post award and contract information as well as other information related to ARRA on a dedicated website. DFA shall promulgate rules regarding format, content, and deadlines, unless otherwise specified by law, of the posting of award notices, contract execution, and subsequent amendments, links to the contract documents, expenditures against the awarded contracts, and general expenditures of funds from ARRA. The law requires that within one (1) working day of the contract award, the agency or governing authority shall post to the designated web page notice of the award, including the award recipient, the contract amount, and a brief summary of the contract. Then, within one (1) working day of the contract execution, the agency or governing authority shall post to the designated web page a summary of the executed contract and make a copy of the appropriately redacted contract documents available for linking to the designated web page in accordance with the rules promulgated by the department. This information shall remain posted to the web page for the duration of the ARRA funding or until the project is completed, whichever is longer.

DFA is developing policies and procedures regarding this and other reporting requirements for the American Recovery and Reinvestment Act. These requirements will be distributed at www.mmrts.state.ms.us > stimulus > DFA Stimulus Policies and Procedures.

SB2923 added the following section as 31-7-13(v): Insurability of bidders for public construction or other public contracts. It states the following: In any solicitation for bids to perform public construction or other public contracts to which this section applies, including, but not limited to, contracts for repair and maintenance for which the contract will require insurance coverage in an amount of not less than One Million Dollars (\$1,000,000.00), bidders shall be permitted to either submit proof of current insurance coverage in the specified amount or demonstrate ability to obtain the required coverage amount of insurance if the contract is awarded to the bidder. Proof of insurance coverage shall be submitted within five (5) business days from bid acceptance. Note: This is at bid acceptance and intent of award. Bid award shall not be made until required coverage is provided.

Other statutory requirements to be considered in Construction Contracting.

1 Professional's name _____

(a requirement per Code 73-13-43 for projects over \$75,000.00 budget -- or indicate "no professional, not over \$75,000.00")

2 Certificate of Responsibility Numbers _____

(a requirement per MS Code 31-3-15 and 31-3-21 for bid/quote/contract over \$50,000.00 - or indicate "not over \$50,000.00")

3 If this is a bid/quote above \$25,000.00 - Contractor/Vendor will be prepared to submit a Performance and Payment Bond if Contractor/Vendor is awarded the contract

(If this is an advertised bid under \$50,000.00, then items listed here apply. If this is an advertised bid over \$50,000.00 then MS Code 31-7-13(c) applies.)

4 If this is a bid/quote over \$5,000.00 Contractor/Vendor will be prepared to submit a Certificate showing Liability Insurance, at least, if Contractor/Vendor is awarded the contract

5 If this is a bid/quote for construction, - Contractor/Vendor will be prepared to submit a Certificate showing Workers Comp, at least, if Contractor/Vendor is awarded the contract, which will be attached to his Letterhead or Proposal form included herein

Yes _____ No _____ (because Company is less than 5 employees)
(a requirement per Code 71-3-5 for companies with over 5 employees)

6 If this is a bid/quote between \$5,000.00 and \$50,000.00 Contractor/Vendor must have completed the section on its Proposal form included herein regarding the component breakdown (per MS Code 31-7-13(b) and SB99231 '91)



STATE OF MISSISSIPPI
HALEY BARBOUR, GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
GRAY SWOOPE
EXECUTIVE DIRECTOR

ARRA Instruction #2

TO All MDA EECBG Awardees
FROM Stephen Brown, Compliance Officer, MDA Stimulus Division
DATE October 13 2010
RE Revision to Weekly Payroll Process
CC Project Administrators

Recently, MDA has been made aware of guidance from the U S Department of Energy (DOE) regarding the implementation of the Davis-Bacon Act that requires MDA to hold the original copy of all certified payrolls

All MDA Energy Division ARRA sub-recipients must submit all signed original certified payrolls to MDA by close of business the flowing Friday A copy of each payroll must remain in the sub-recipient files for three (3) years, per the MDA ARRA Sub-Recipient Manual Payrolls must be submitted by mail and must be the original copy Scanned or faxed copies will not be accepted

To ensure compliance with all DOE requirements all MDA-Energy Division ARRA sub-recipients should begin submitting the original certified payroll documents beginning October 1 2010 All sub-recipients must be in full compliance with this requirement by November 1 2010

An acknowledgement of these instructions is attached Please sign the acknowledgement and return it as soon as possible to the MDA-Stimulus Division Project Manager overseeing your project

ACKNOWLEDGEMENT OF RECEIPT

I hereby acknowledge that I have received and fully understand the guidance for submission of certified payrolls. I understand that additional revisions or updated guidance may be provided as further information is released from the Office of Management and Budget, the General Accounting Office, the U S Department of Energy, the State of Mississippi, or any other federal or state agency with authority governing the expense of ARRA funds


Signature

R B Davis

Name (Please Print)

President, Clay County

Title & Organization



STATE OF MISSISSIPPI
HALEY BARBOUR GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
GRAY SWOOPE
EXECUTIVE DIRECTOR

ARRA Instruction #3

DATE October 13 2010
RE Waivers Issued under the Buy American Provision
FROM Jackie Autman, Bureau Manager MDA Stimulus Division *Jackie Autman*
TO All MDA EECBG Awardees
CC Project Administrators

The Buy American provision in the American Recovery and Reinvestment Act of 2009 (section 1605 of Title XVI), provides that, unless one of three listed exceptions applies (non-availability, unreasonable cost and inconsistent with the public interest), and a waiver is granted, none of the funds appropriated or otherwise made available by the Act may be used for a project for the alteration maintenance, or repair of a public building or public work unless all the iron steel and manufactured goods used are produced in the United States

Below is a list of nationwide Non-Availability and Public Interest Waivers To date this list includes all waivers that have been issued for the Buy American Recovery Act provisions under projects funded by the Act and administered by the Office of Energy Efficiency and Renewable Energy (EERE)

If the Department of Energy (DOE) issues any waivers to the Buy American Recovery Act provisions, they will be published in the *Federal Register* within two weeks of issuance, posted on the www1.eere.energy.gov Web page, as well as made available to the relevant EERE project and contracting officers Additionally, to see a list of all waivers issued by DOE please visit the following link http://www1.eere.energy.gov/recovery/ba_waivers.html

Waivers requested by individual sub-recipients for specific projects must be granted by DOE and are unlikely to be granted following the obligation of ARRA funds Please consult Section X of the MDA ARRA Sub-Recipient Manual for more information regarding sub-recipient compliance with the Buy American Act

POST OFFICE BOX 849 JACKSON MISSISSIPPI 39205 0849
TELEPHONE (601) 359 3449 FAX (601) 359-2832 WWW MISSISSIPPI ORG

Please sign the attached acknowledgement and return it as soon as possible. If you have reason to believe that your project or some portion of your project qualifies for any of these exemptions please contact your project manager to discuss the item as soon as possible.

Non-Availability Waivers

Date	Item	Description
February 11, 2010 Nationwide Categorical Waiver	Electronic Dimming Ballasts for Florescent Lamps	Electronic dimming ballasts with the exception of those for florescent lamps that are capable of operating the lamps below 50% of their rated light output
	Plug-in CFLs of 10 Inches or less	With the exception of CFLs greater than 10 inches in length have a 4-pin base and are rated from 18 to 27 watts. They are available in a range of color temperatures and are used, for example in facilities offices warehouses and display cases. Lengths range from 10.5 in (266.7 mm) to 22.5 in (571.5 mm), and rated life ranges from 10,000 to 20,000 hours.
	Traffic Light Fixtures (LED)	Includes LED lights and any adjacent wires and electronic parts necessary for the functionality of LED traffic lights, arrows and crosswalk signals – but excludes the metal or plastic fixtures (also referred to as the “housing” or “shell”).
May 24, 2010 Non-availability Waiver	Programmable Thermostats	Includes devices that permit adjustment of heating or air-conditioning operations according to a pre-set schedule. Applies only to nonresidential programmable thermostat units.
	Commercial Scale Fully-Automatic Wood Pellet Boiler System	Includes wood pellet boilers featuring a pneumatic conveyance system to transport wood pellets to the boiler, an automatic ignition system, continuously monitored and optimized combustion, ash removal/management system and the ability to control and integrate with other existing heat systems.
	Facility and Small District Wood Pellet and Chip Boiler Furnaces	Includes high efficiency, ultra-low emission biomass boilers for facility and small district heating ranging from 35,000 Btu – 15,000,000 Btu.
	Variable Refrigerant Flow Zoning HVAC Systems and Inverter-Driven Ductless Mini Split HVAC Systems	Includes variable refrigerant flow (VRF), multi-split heat pump (with or without heat recovery) and air conditioning systems and inverter-driven ductless mini-split heat pump and air conditioner systems. This waiver includes the main condenser and heat pump units, wall and fan coil units, zone controllers, remote controls, and any other component of the larger HVAC system.

August 11, 2010 Non-availability Waiver (2)	Electrical "Smart" Strips/Surge Protectors	Includes power strips that detect activity in the attached equipment and cut power during periods of inactivity
	Gas or Propane Tankless Water Heaters up to 200 000 BTUs	Does not apply to electric tankless water heaters, which are widely manufactured in the United States
	Fully-Enclosed Continuous Composting Systems	Includes multi-zone, continuous loading, odor and moisture controlled composter with leachate recirculation and in-situ mixing capabilities
	24-leaf, motorized DMX iris units	These items are used in conjunction with a Source 4 lighting instrument in the theatrical lighting business
	Induction lamps and ballasts	The lamps (bulbs) and ballasts for induction lighting systems. This waiver does not include fixtures for induction lighting, which are readily available from domestic manufacturers
	Enphase Micro-inverters for solar photovoltaic systems	Micro-inverters shift DV to AC power conversion from a large, centralized inverter to a series of compact units attached directly to each solar module. Micro-inverters allow for higher efficiency energy conversion and increased reliability as compared to traditional inverter systems.
	Commercial-scale high efficiency condensing boilers with indirect water heaters	Gas or propane, high efficiency condensing wall hung boiler with indirect water heater 94% or greater efficiency and a BTU output below 350 000, constructed with SA-240-316 T1 stainless steel
	Large-format solar thermal collectors for integrated district heating systems	Includes only high-performance flat plate solar collectors that possess three technical characteristics 1) Limit the convective heat loss from the absorber plate to the cover glass effectively minimizing heat losses to less than 2.6 W/m ² K, 2) Capable of sustaining output temperatures of 195 degrees F 3) Gross collector area of greater than 150 ft ²
Turbocharger for Mitsubishi Man 52 55H diesel generator engine	To replace an existing MAN/NA48T turbocharger	

Public Interest Waivers

Date	Item	Description
<p>May 24, 2010 De Minimis Waiver</p>	<p>De Minimis</p>	<p>Incidental items that comprise in total a de minimis amount of the total cost of the iron, steel, and manufactured goods used in a project, that is, and such incidental items up to a limit of no more than 5 percent of the total cost of the iron, steel, and manufactured goods used in and incorporated into a project. These items are essential for but incidental to, the work and are generally incorporated into the physical structure of the project such as bolts, nuts, wires and switches</p>
<p>August 6, 2010 (valid until February 6, 2011) Solar Public Interest Waiver</p>	<p>Incidental and/or ancillary solar Photovoltaic (PV) equipment, when this equipment is utilized in solar installations containing domestically manufactured PV cells or modules (panels)</p>	<p>Includes 1) Domestically-manufactured modules containing foreign-manufactured cells, 2) Foreign-manufactured modules, when comprised of 100 percent domestically-manufactured cells, and 3) Any ancillary items and equipment (including, but not limited to, charge controllers combiners and disconnect boxes breakers and fuses racks trackers, lugs, wires cables and all otherwise incidental equipment with the exception of inverters and batteries) when utilized in a solar installation involving a U S manufactured PV module or a module manufactured abroad but comprised exclusively of domestically-manufactured cells</p>

ACKNOWLEDGEMENT OF RECEIPT

I hereby acknowledge that I have received and fully understand the information presented regarding procurement requirements and processes. I understand that additional revisions/updates may be provided as further guidance and information is released from the Mississippi Development Authority, the Office of Management and Budget, the General Accounting Office, the U.S. Department of Energy, the State of Mississippi, or any other federal or state agency with authority governing the expense of ARRA funds.


Signature

R B Davis
Name (Please Print)

President, Clay County
Title & Organization



STATE OF MISSISSIPPI
HALEY BARBOUR, GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
GRAY SWOOPE
EXECUTIVE DIRECTOR

ARRA Instruction # 4

DATE October 21, 2010
RE Contract and/or Budget Modifications
FROM Jackie Autman, Bureau Manager, MDA Stimulus Division *J. Autman*
TO All MDA ARRA Awardees
CC Project Administrators

A modification has been made to Section III A and B of the Sub-Recipient Manual to clarify the Contract or Scope of Work Modification procedure

The revised and/or added language is rendered in italics. In addition, an acknowledgement to these instructions is attached. Please sign the acknowledgement and return it as soon as possible to the MDA-Stimulus Division Project Manager overseeing your project.

POST OFFICE BOX 849 JACKSON MISSISSIPPI 39215-1849
TELEPHONE (601) 359-3449 FAX (601) 359-2832 WWW.MISSISSIPPI.ORG

III. CONTRACT MODIFICATION

A Overview

MDA-ED requires all entities having received funds administered by MDA-ED to receive approval prior to making contract amendments or modifications. Sub-recipients must submit correspondence and documentation associated with the request, signed by an authorized individual, and a cost justification, estimate, or quote supporting the need for the change(s). Once all parties have received copies of the executed contract revision documents, work may proceed.

The sub-recipient will be notified in writing when approval of a proposed modification is denied.

Major changes to the Grant Agreement that alter the scope or schedule of services, increase the total amount of funding, affect the match requirements, or authorize salary and wages, fringe benefits or equipment changes require a formal modification of the grant. Minor changes to the grant may be made by written agreement to the changes by the sub-recipient and MDA-ED via an approved Memorandum of Agreement. Consult with MDA-ED Project Manager for specific guidance on amending the Grant Agreement.

NOTE MDA-ED must approve any modifications prior to local action. Failure to have approval may result in an ineligible activity, which may result in the clawback of grant funds already dispersed by MDA-ED and voidance of the Grant Agreement.

B Contract or Scope of Work Amendment

If approved, an amendment to the original contract *should* be prepared by the Project Administrator or Engineer and submitted to the sub-recipient for signature. Modifications may include the following: changing the project area, establishing new work activity, or changing special conditions of the contract. Some modifications to the original contract may require the re-evaluation of the project which could result in the project not being funded.

Required forms/documents to be submitted to MDA-ED with request for modifications:

1 Individual Work Activity Description form

This form should be completed when there has been

- a A change to a specific equipment item listed in the approved scope of work document*
- b A change in quantity or capacity size listed on the approved scope of work document*
- c The addition of an item that was not listed in the final scope of work document*

2 Updated NEPA ES-1 form if necessary (see Section XI NEPA), and

3 For modifications or amendments which change the project area, it is required that a detailed project area map inclusive of the original project area and proposed area be submitted accompanied by the appropriate and completed forms. An updated Cultural Resources Assessment (see Section XII Historical Preservation Requirements) may be necessary.

D Budget Modification

Budget modifications must be requested on the Budget Modification Worksheet and pre-approved by MDA-ED. Once the request has been approved, MDA-ED will prepare the necessary final documents for review and signature by the sub-recipient. Modifications may include funds being transferred among budgeted categories (activity) and among line items under budgeted activities. Refer to Section V, Budget for information about allowable transferring of funds between line items that do not necessitate a budget modification.


A maximum of two budget modifications may be requested by the sub-recipient during the project period. Budget modifications may not be initiated within the last thirty (30) days of the grant period without prior approval.

Required forms to be submitted to MDA-ED with request for modification:

- 1 Budget Modification Worksheet
- 2 Revised budget form(s)

ACKNOWLEDGEMENT OF RECEIPT

I hereby acknowledge that I have received and fully understand the information presented regarding procurement requirements and processes. I understand that additional revisions/updates may be provided as further guidance and information is released from the Mississippi Development Authority, the Office of Management and Budget, the General Accounting Office, the U S Department of Energy, the State of Mississippi, or any other federal or state agency with authority governing the expense of ARRA funds.



Signature

R B Davis

Name (Please Print)

President Clay County

Title & Organization



STATE OF MISSISSIPPI
HALEY BARBOUR, GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
GRAY SWOPE
EXECUTIVE DIRECTOR

ARRA Instruction #5

TO All MDA ARRA Awardees

FROM Jackie Autman, Bureau Manager, MDA Stimulus Division *Jackie Autman*

DATE October 28, 2010

RE Revision to Manual Section VI - Procurement

CC Project Administrators

A modification has been made to Section VI of the MDA Sub-Recipient Manual. A revised Section VI accompanies this memo. Added/removed language included in Section VI is rendered in italics/stricken through.

An acknowledgement of these instructions is attached. Please sign the acknowledgement and return it as soon as possible to the MDA-Stimulus Division Project Manager overseeing your project.

VI PROCUREMENT AND PURCHASING

A Overview

Compliance with Federal Regulations

Sub-recipients shall use MDA-ED procurement procedures stated in this manual which reflect applicable state and local laws and regulations, and conform to the standards set forth in 10CFR 600B, Uniform Administrative Requirements for Grants for Higher Education Hospitals, and Non-Profits, 10CFR 600C Uniform Administrative Requirements for Grants for States and Local Government and 10CFR 600D, Uniform Administrative Requirements for Grants for For-Profit Organizations, and Section 31-7-13 Mississippi Code of 1972, Annotated and Senate Bill 2923. These guidelines apply to purchases for services, commodities, and equipment. These guidelines follow the same procurement policies as set forth by Federal and state regulations. Please see the policies on procurement below.

EXCEPTION A general exception is allowed for sub-recipients that are Institutions of Higher Learning and for other state agencies. Institutions of Higher Learning and other state agencies are required to follow the procurement requirements applicable to those particular entities.

Code of Conduct

There can be no conflict of interest, real or apparent, in the award or administration of a contract supported by grant funds. The sub-recipient shall maintain a written code or standard of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds.

Sub-Recipient's Use of Sub-Contractors and Vendors

If the provisions of a Grant Agreement allow a sub-contractor or vendor to manage and administer grant-supported projects, the sub-contractor or vendor must be bound by an agreement to adhere to the MDA-ED Sub-Recipient Manual, applicable state and Federal law, and all guidelines established by MDA-ED. Sub-recipients will be required to verify that no sub-contractor or vendor being employed on an ARRA-funded project is on the federal debarred list.

Open and Free Competition

All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with 10 CFR 600.143 or applicable Federal and state law. Examples of what is considered to be restrictive of competition include, but are not limited to, the following:

- Placing unreasonable requirements on firms/service providers in order for them to qualify to do business.
- Noncompetitive practices between firms/service providers.

- Organizational conflicts of interest and
- Requiring unnecessary experience and excessive bonding requirements

~~NOTE: If a sub-recipient identifies in the application or proposal, the individuals, companies, or organizations the sub-recipient plans to use to complete the project, those individuals, companies, or organizations are considered a part of the application or proposal, and the sub-recipient would not be required to bid out or gather quotes for the activities to be undertaken by the individual or entity included in the application or proposal.~~

Purchases Made Under State Contract

Agencies that can purchase under state contract can do so without prior approval or obtaining written quotes. All other purchases must follow the guidelines outlined in this section.

Sole Source/Noncompetitive Purchases

Noncompetitive items are items available from one source only. In connection with the purchase of noncompetitive items only available from one source, a certification of the conditions and circumstances requiring the purchase shall be filed by the sub-recipient with the appropriate MDA-ED staff. Upon receipt by MDA-ED, the certification will be forwarded to the MDA-ED Director for approval of the request for sole source procurement. Approval must be received prior to any procurement transactions. The appropriate Project Manager and the MDA-ED Director may approve sole source procurement under the conditions defined in state law, provided that the sole source procurement shall be made according to the established purchasing rules and regulations and shall not be made so as to circumvent the competitive purchasing requirements.

Emergency Procurement

Emergency procurement is limited to only those supplies, equipment or services required to meet the emergency. Circumstances that could meet the definition of an emergency are listed in section 31-7-1(f) Mississippi Code of 1972 Annotated. Prior to making an emergency procurement, a written justification of the circumstances attributing to the emergency must be submitted to MDA-ED. Upon receipt by MDA-ED, the justification will be forwarded to the MDA-ED Director for authorization of the request for an emergency procurement. The MDA-ED Director shall determine that an emergency exists in regard to the purchase so that the delay in opportunity for competitive bidding or gathering of competitive quotes would be detrimental to the interest of the state. Authorization must be received prior to any procurement transactions and purchases shall only be made for the purpose of meeting the needs of the emergency. The appropriate MDA-Stimulus Project Manager may approve and the MDA-ED Director may authorize emergency purchases under the conditions defined in state law, provided that such emergency purchases shall be made according to the established purchasing rules and regulations and shall not be made so as to circumvent the competitive purchasing requirements.

Sub-Recipient Files

Each sub-recipient must maintain adequate files to support any purchases made. A copy of the quotes or bids that were obtained or a copy of the legal notice (if applicable) must also be on file. The sub-recipient must provide adequate justification for the selection of the bid or quote. Additional justification must be kept if the purchase is not awarded to the lowest bidder or lowest quote.

For state and local governmental entities purchases made by formal bid process or otherwise shall be public record to the extent provided in Section 25-61-1 et seq. Mississippi Code of 1972, Annotated.

B Procurement Guidelines

- 1 Sub-recipients will maintain a contract administration file for all contracts to ensure that contractors or vendors perform all terms in accordance with the agreement, conditions and specifications of their contracts or purchase orders.
- 2 Procedures will allow for analysis of the most economical approach in purchasing.
- 3 Sub-recipients will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- 4 Sub-recipients will maintain records sufficient to detail the significant history of a procurement request.
- 5 These standards do not relieve the sub-recipient of any contractual responsibilities under its Grant Agreement. The sub-recipient is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of any procurement entered in support of a grant. These include, but are not limited to source evaluation, protests, disputes and claims.

C Methods of Procurement for Public Entities

MDA-ED requires that all public sub-recipients follow the following guidelines when procuring supplies and equipment.

Purchases Under \$5,000

Purchases which do not involve an expenditure of at least five thousand dollars (\$5,000), exclusive of freight or shipping charges, may be made without advertising or otherwise requesting competitive quotes provided however that nothing contained in this paragraph shall be construed to prohibit any agency or governing authority from establishing procedures which require competitive quotes on purchases under five thousand dollars (\$5,000).

Purchases Between \$5,000 and \$25,000

Purchases which involve an expenditure of at least five thousand dollars (\$5,000) but not more than twenty-five thousand (\$25,000) exclusive of freight and shipping charges, may be made from the lowest competitive written quote, without publishing or posting advertisements for quotes, provided at least two competitive written quotes have been obtained

A competitive written quote is a formal quote submitted to the sub-recipient by the vendor on official letterhead or form of the company. The form must be signed by authorized personnel of the vendor to be considered acceptable. Quotes obtained from a magazine or newspaper are not official quotes and are not acceptable under the MDA-ED Grant Agreement.

Purchases Over \$25,000


Purchases which involve an expenditure of more than twenty-five thousand dollars (\$25,000), exclusive of freight and shipping charges, shall be made from the lowest and best bidder after advertising for competitive sealed bids one time in a regular newspaper published in the county or municipality in which such sub-recipient is located. The date as published, for the bid opening shall be no less than ten (10) working days after the published notice has been completed. The notice shall state the time and place at which bids shall be received, types of services, commodities or equipment to be purchased, and the contact person. If plans or specifications are not published, notice should state where copies may be obtained. Specifications shall be written so as not to exclude any supplier.

In addition, the same day the notice is given to the newspaper, the procuring entity must submit this notice to the Mississippi Procurement Technical Assistance website. The bid opening shall not occur until the submission has been posted on their website for ten (10) consecutive days. This is accomplished by emailing the notice to bids@mississippi.org.

The notice sent to the newspaper and to the Mississippi Procurement Technical Assistance website should be retained in the sub-recipient's files.

ACKNOWLEDGEMENT OF RECEIPT

I hereby acknowledge that I have received and fully understand the guidance attached. I understand that additional revisions or updated guidance may be provided as further information is released from the Office of Management and Budget, the General Accounting Office, the U S Department of Energy, the State of Mississippi, or any other federal or state agency with authority governing the expense of ARRA funds



Signature

R B Davis

Name (Please Print)

President, Clay County

Title & Organization



STATE OF MISSISSIPPI
HALEY BARBOUR GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
GRAY SWOOPE
EXECUTIVE DIRECTOR

ARRA Instruction #8

DATE December 8, 2010
RE Wage Requirements & Davis-Bacon Act
FROM Charisse Moore, EECBG Bureau Manager MDA Stimulus Division
TO All MDA EECBG Awardees
CC Project Administrators

Section 1606 of ARRA requires that all laborers and mechanics employed on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. The Department of Labor has issued regulations at 29 CFR parts 1, 3 and 5 to implement the Davis-Bacon and related Acts.

December 2009 guidance from DOE stated that Davis-Bacon extends to all laborers and mechanics including those employed by the sub-recipient on any project funded in whole or in part under ARRA. Therefore, labor paid for with match funds are also subject to Davis-Bacon requirements. State and local government employees are the only exception to this rule.

If you intend to use prison labor, please contact your MDA Stimulus Project Manager immediately to ensure all requirements are met.

Davis Bacon wage rate provisions apply to the following:

- Any project that involves the sub-contracting of 'laborers or mechanics' for the purpose of installation or any "construction, alteration or repair" or
- Any project for which any demolition and reconstruction work shall be performed

It is the responsibility of the sub-recipient to request wage determination for all laborers and mechanic under Davis-Bacon from your MDA Stimulus Division Project Manager.

POST OFFICE BOX 849 JACKSON MISSISSIPPI 39205-0849
TELEPHONE (601) 359 3449 FAX (601) 359 2832 WWW.MISSISSIPPI.ORG

COMPLIANCE

The following steps must be followed in order to comply with Federal mandates and guidelines established by MDA-ED.

1 Request Wage Rate Determination

Complete the "Request for Wage Determination" form prior to advertisement for bids and the commencement of work. Include a complete description of the work to be performed. The Wage Determination rendered by MDA-ED must be included in the contract specifications. Please visit the MDA Forms Library for a copy of the Wage Determination form
<http://www.mississippi.org/index.php?id=771>

2 Ensure that the ARRA Award Term and Special Provisions (Section 18 of the grant agreement) are included in the bid package for the grantee contractor, subcontractor and/or vendors. Please visit the MDA Forms Library for a copy of the ARRA Award Terms and Special Provisions.

3 Confirm Contractor Eligibility

Request a verification of contractor eligibility from your MDA-Stimulus Project Manager. This assures that the contractor is not on the U.S. General Services Administration List of Parties Excluded from Federal Procurement on Non-Procurement Programs. Please visit the MDA Forms Library for a copy of the Contractor Eligibility form.

4 Hold Pre-Construction Conference

A pre-construction conference must be held with the prime contractor and any subcontractors once the construction contract has been executed and **MDA must be notified of the time, date and location. Minutes of the conference and a list of attendees should be maintained in the labor enforcement files.** The following is list of issues that should be covered at the pre-construction conference:

A. The contractor must pay employees weekly and must submit certified weekly payrolls to the sub recipient and Statement of Compliance signed by an authorized officer of the company. The prime contractor is responsible for securing payrolls from all subcontractors. Certified payrolls must be submitted to MDA by the Friday following the end of the work week.

B. Wages paid must conform to those included in the wage rate determination. If an additional classification is needed, the prime contractor should request in writing the classification and pay rate. This request should be submitted to the MDA-Stimulus Project Manager.

C. Apprentices and trainees may be employed to work on the project, provided they are registered in a program approved by the State or the U.S. Department of Labor. A copy of the certificate must accompany the first payroll on which the employee appears.

POST OFFICE BOX 849 JACKSON MISSISSIPPI 39205 0849
TELEPHONE (601) 359 3449 FAX (601) 359 2832 WWW.MISSISSIPPI.ORG

Any "unregistered" apprentice or trainee must be paid at no less than the journeyman's rate for the classification of work performed. A helper classification cannot be used unless it appears on the wage decision.

D. Overtime compensation is required by law under the Contract Work Hours and Safety Standards Act which requires overtime compensation for all hours worked in excess of 40 hours in any work week.

E. Payroll deduction not specifically provided by law must be authorized in writing by the employee. Employees may use the Other Deduction Form.

F. Job Site Posting – At the job site an employee's right to know station should be created and placed in an area where it is protected from the elements and be accessible to all laborers and mechanics. Additionally, the job site posting should be easy for contractors and subcontractors to know what rates they must pay and easy for laborers and mechanics to see whether they are paid properly. **The job site posting should be prepared only after the wage decision has been determined.** The Davis-Bacon employee rights to know station should include the following:

- Post the Davis-Bacon Act Employee Rights poster (WH131) with the Department of Energy Contracting Officer's contact information. (Please see the MDA Forms Library)
- A copy of the Davis-Bacon wage decision or the Project Wage Rate Sheet
- Post the Whistleblower Poster (Please see the MDA Forms Library)

5. Ensure Payroll Compliance

Certified payrolls must be submitted weekly by the contractor. Payrolls must be signed by the responsible officer or by a designated employee. If a designated employee is to execute the payrolls, the responsible officer must authorize so in writing.

The Recipient's Grant Administrator should check all payrolls for the following:

- Job classifications correspond to the prevailing wage determination and wages paid equal or exceed those listed on the wage decision.
- Payrolls are numbered (initial, second, final, etc.) and the Employer Identification Number (EIN) is listed.
- For apprentices and trainees, evidence of proper registration accompanies the payroll.
- Disposition of all required fringe benefits have been explained on the reverse of the payroll form and
- Special deductions are authorized in writing by the employee.
- Payrolls are sequential. If no work is conducted for a week, a blank payroll must be certified with "no work performed" written in on the payroll form.

NOTE: After the Grant Administrator reviews the payroll for this information, he/she should initial and date the payroll.

6. The recipient's Grant Administrator is responsible for conducting employee interviews. A representative number of trades should be covered when conducting the interviews. This duty entails:

POST OFFICE BOX 849 JACKSON, MISSISSIPPI 39205-0849
TELEPHONE (601) 359-3449 FAX (601) 359-2832 WWW.MSDESS.PP.GOV

- Employee interviews
- Assuring that wage rates are posted at the job site in an area most accessible to employees,
- Observing the duties of the workers to ascertain that the employee's job duties correspond to their job classification stated on the payroll, and
- Completing the "Record of Employee Interview" in recording the interview. These forms should be retained in the labor enforcement file.

Please sign the attached acknowledgement and return it as soon as possible. Contact the MDA Stimulus Division Project Manager overseeing your project if you have any questions or concerns.

POST OFFICE BOX 849 JACKSON, MISSISSIPPI 39205-0849
TELEPHONE (601) 359-5435 FAX (601) 359-2672 WWW.MISSISSIPPI.ORG

ACKNOWLEDGEMENT OF RECEIPT

I hereby acknowledge that I have received and fully understand the information presented regarding the wage requirements and Davis-Bacon Act. I understand that additional revisions/updates may be provided as further guidance and information is released from the Mississippi Development Authority, the Office of Management and Budget, the General Accounting Office, the U.S. Department of Energy, the State of Mississippi, or any other federal or state agency with authority governing the expense of ARRA funds.



Signature

R B Davis

Name (Please Print)

President, Clay County

Title & Organization

This page blank
intentionally.

Wm. L. Rob
Cherry Creek