BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, Mississippi, on the 8th da of December, 2011, at 900 o'clock a m, and present were R B Davis, President of the Board, Lynn Horton, Vice President, Shelton Deanes, Luke Lummus, ad Floyd McKee Also present at said meeting were Haarmon A Robinson, Clerk of the Board, and Laddie Huffman, Sherifff, when and where the following proceedings were had and deteermined, to-wit

NO	

IN THE MATTER OF AUTHORIZING TRAVEL FOR CERTAIN COUNTY OFFICIALS AND EMPLOYEES

There came on this day for consideration the matter of authorizing travel for certain county officials and employees

It appears that the officials and employees of Clay County listed below need approval to travel, to wit,

1 Megan Black 911 Dispatcher

2 Jim Lang Homestead School January 16-17, 2012

Tunica, MS

December 13, 2011

Jackson, MS

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

So ordered this the 8th day of December, 2011

114014411

IN THE MATTER OF SPREADING ON THESE MINUTES AN ORDER OF THE DEPARTMENT OF REVENUE APPROVING THE 2011 REAL AND PERSONAL ROLLS OF CLAY COUNTY, MISSISSIPPI AND APPROVING SAME BY THIS BOARD

There came on this day for consideration the matter of spreading on these minutes an order of the Department of Revenue approving the 2011 real and personal rolls of Clay County, Mississippi and approving same by this board

After motion by Mr McKee and second by Mr Deanes, this Board doth vote unanimously to spread on these minutes the Order of the Department of Revenue and to grant final approval by this Board of Supervisors for the 2011 real and personal rolls of Clay County, Mississippi

SO ORDERED this the 8th day of December, 2011

PRESIDENT

2011 CERTIFICATE OF THE DEPARTMENT OF REVENUE APPROVING REAL ROLL

TATE OF MISSISSIPPI			
WHEREAS, The Clerk of the Board of Supervisors of <u>CLAY</u> County has filed with the Department of Revenue a copy of the first day of January, <u>2011</u> in the manner prescribed by showing a total Assessment of Real Property as follows			
		Acres	Valuation
TOTAL LAND ASSESSMENT OF COUNTY		<u>252,299</u>	\$ <u>97,673,863</u>
SUBJECT TO STATE TAXES AND SCHOOL TAXES (Exempt from	m Local Taxes)		\$ <u>174,804</u>
SUBJECT TO LEVEE TAXES			
ACRES			_ \$
AND			
CERTIFICATE OF THE DEPART PERSO	MENT OF REVENUE APP NAL ROLL	PROVING	
	_		
WHEREAS The Clerk of the Board of Supervisors of <u>CLAY</u> County has filed with the Department of Revenue a copy of the first day of January, <u>2011</u> in the manner prescribe and showing a total Assessment of Personal Property as for	d by Section 27-35-127,		
			Valuation
TOTAL PERSONAL ASSESSMENT OF COUNTY			\$ <u>33,467,716</u>
SUBJECT TO STATE TAXES AND SCHOOL TAXES (Exempt fro	m Local Taxes)		\$ <u>717,069</u>
SUBJECT TO LEVEE TAXES			\$
And it appearing to be the satisfaction of the Department in the same have been made and the rolls prepared in collaboration have been fixed in accordance with the orders of this Personal Property Assessment Rolls be and the same are hard.	nformity to the requirer Department, it is, there	nents of law, a	nd the assessments
Certified this 1st day of December	A D ,	2011	
	DEPARTMENT OF	REVENUE	
14	J Ed Morgan Con	•	
By	Deputy Director, (Office of Prope	rty Tax

Distribution
Original-Department's County File, 2 copies-Collector's Office
Copy-State Department of Audit

NO	
----	--

IN THE MATTER O SPREADING ON THESE MINUTES JUDGE JOE TAGGART'S CERTIFICATE OF ATTENDANCE FOR THE JUSTICE COURT JUDGES FALL CONFERENCE

There came on this day for consideratin the matter of spreading on these minutes Judge

Joe Taggart's Certificate of Attendance for the Justice Court Judges Fall Conference

After motion by Mr Lummus and second by Mr McKee this Board doth vote unanimously to spread on this Board's minutes the certificate of attendance

So ordered this the 8th day of December, 2011

President



NO
INO

IN THE MATTER OF SPREADING ON THESE MINUTES APPROVAL OF THE BONDS OF CERTAIN CLAY COUNTY BOARD OF EDUCATION OFFICIALS

There came on this day for consideration the matter of spreading on these minutes approval of the bonds of certain Clay County Board of Education Officials

After motion by Mr McKee and second by Mr Deanes this Board doth vote unanimously to approve the attached bonds of officials of the Clay County Board of Education

So ordered this the 8th day of December, 2011

President



۸	MEMBER	OF THE	POCT	INSUR A	NCE	GROI	TP

Bond Number	60006715	

Know All Pe	ersons By The	se Presents, that we		Mae Brewer
of	Pheba		Mississippi	as Principal and BRIERFIELD
				under and by virtue of the laws of the
State of Mis	ssissippi, as S	SURETY are held and firm Clay County	y bound unto / Board of Education	
as OBLIGE	E, in the full a			sand Dollars (\$100,000 00)
lawful mone	y of the Unite	ed States, for the payment	of which well and tr	uly to be made we bind ourselves, our
heirs execu	itors, adminis	trators, successors and as	signs jointly and sev	rerally firmly by these presents
Whoroos th	o cold Danois	al bas bass duly stooted	or appointed as	
Wileleas, u	ie saio Filincij	oal has been duly elected o Sui	perintendent	
from the ter	m beginning			01/01/2016
	5		_	
faithfully pe	rform all the			at if the above Principal shall well and nen this obligation to be null and void
Signed sea	aled and dated	d this da	y of Dec	2011
	^		. 1/	10
WITNESS) 1	1CX 00	4Mm/	1/ to see
	usa 1	194	rueu	
V			•	PRINCIPAL
			BRIEREIEI D IN	ISURANCE COMPANY
			By S	I. Mcfmy
			-, 	
				1//
STATE OF	MS			
COUNTY C	OF Clay			
Before me	a NOTARY 1	this & day of	December	, 2011 , personally appeared
the said	Mae	Brewer		known to be the individual in and
who execut	ed the forego	ing bond and he acknowl	edged to me that he	executed the same
	<u>.</u>		(1)	00 11 M. J.
	an 16, 2014	NON EVENERA	<u>Www.</u>	NOTARY PUBLIC
	MY COMMIS	SION EXPIRES		NOTART FUBLIC
		DANIELLE HALL MARSHAL Commission Expires Jan 16 2014		
		COUNTY -	4Chel	<i>FA</i>



Bond Number	60006716	

Know All Persons By These	Presents that we,		alla Mosley
of Mantee	in the State of	Mississippi	as Principal and BRIERFIELD
			er and by virtue of the laws of the
State of Mississippi, as SUR		oound unto oard of Education	
as OBLIGEE in the full and		Fifty Thousand Do	lars (\$50,000 00) ,
heirs, executors, administrat	ors, successors and assig	ıns, jointly and several	o be made, we bind ourselves our ly firmly by these presents
Whereas, the said Principal	School Be	pard Member	
from the term beginning	01/01/2012	and ending	01/01/2015
	es of his said office as i		the above Principal shall well and this obligation to be null and void,
Signed sealed and dated th	s_6 th day o	December	2011
WITHERS WE Bre	ver (Buello	
(PRINCIPAL
		BRIERFIELD INSUR	VANCE COMPANY
		DRIENTILLO INSON	ANGE COMPANT
		BOTT	2 Milions
			2. ///C//www.
STATE OF -C+ M	ξ.		<i>'O'</i>
			
COUNTY OFClay			
Before me, a NOTARY, this		December	, 2011 personally appeared
	illa Mosky	and to me that he area	known to be the individual in and
who executed the foregoing	bonu, and ne acknowledg		_
Jan IL 30 I	4 EVDIDES	Danielle	N. Marhall
W. F. OCIVIENCES	EAT INLO		HOTAIN FORES
	DANIELLE HALL MARSHALL Commission Expires Jan 16 2014	B	
10511 23-A, 2 09	•		



		$\overline{}$			
A MEMBER	OF THE	FCCI	INSUR	ANCE	GROUP

10511 23-A, 2 09

Know All Persons By These F	Presents, that we,	Annie Johnson
of <u>Maben</u>		
		zed and existing under and by virtue of the laws of the
State of Mississippi, as SURE		
as OPI ICEE in the full and in		Soard of Education
as Obligee, in the full and ju	ist suili oi	Fifty Thousand Dollars (\$50 000 00) f which well and truly to be made we bind ourselves our
		gns jointly and severally firmly by these presents
	, o, occosos o cine cos,	in junity and develop, thinly by blood processes
Whereas, the said Principal h		
E the term bearings		oard Member
from the term beginning	01/01/2012	and ending 01/01/2017
	es of his said office as	gation is such that if the above Principal shall well and required by law then this obligation to be null and void,
Signed, sealed and dated this	day o	of December 2011
with the Whi	wer	Aurie Johnson PRINCIPAL
		BRIERFIELD INSURANCE COMPANY
		At a 11
		By All on
STATE OFMS		
COUNTY OFClay		
	day of Johnson John and he acknowled	known to be the individual in and ged to me that he executed the same
Jan 16 2014 My commission	Explore	Chanulle H. Marchall
MY COMMISSION	ID # 79820 DANIELLE HALL MARSH Commission Expires Jan 16 2014	• · · · · · · · · · · · · · · · · · · ·



Bond Number	60006690

Know All Persons By These F	resents that we,		Julie Harpole
of Cedar Bluff	in the State of	Mississippi	
			under and by virtue of the laws of the
State of Mississippi as SURE		ound unto oard of Education	1
as OBLIGEE, in the full and ju			d Dollars (\$50,000 00)
			ruly to be made, we bind ourselves, our
			verally, firmly by these presents
Whereas the said Principal ha		appointed as pard Member	
from the term beginning	01/01/2012	and ending	01/01/2017
	es of his said office as r		at if the above Principal shall well and hen this obligation to be null and void
Signed sealed and dated this	day o	Decembe	en 2011
With all. Br	wer	Jole	PRINCIPAL
		BRIERFIELD IN	ISURANCE COMPANY
		ву 🗐	2. McKing
STATE OFMS			
COUNTY OFClay			
Before me, a NOTARY, this the said	Pole	ed to me that he	, 2011 , personally appeared known to be the individual in and
	and the restaurantion		
Jan 16, 2014	_	Wan	cell H. Marshall
MY COMMISSION E	XPIRES		NOTARY PUBLIC
	DANIELLE HALL MARSHAL Commission Expires Jan 16 2014	<u>.</u> 	
10511 23-A, 2 09	CKAN COUNTY.		



A MEMBER OF THE FOCI INSURANCE GROUP

Bond Number	60006706

Know All Persons By These P	resents, that we,	J C Lyons
of Pheba	in the State of	Mississippi as Principal and BRIERFIELD
		ized and existing under and by virtue of the laws of the
State of Mississippi, as SURE		Board of Education
as OBLIGEE, in the full and ju		Fifty Thousand Dollars (\$50,000 00)
lawful money of the United St heirs, executors, administrato	ates, for the payment or rs, successors and ass	of which well and truly to be made we bind ourselves, our igns, jointly and severally firmly by these presents
Whereas, the said Principal ha	School E	Board Member
from the term beginning	01/01/2012	and ending 01/01/2013
	es of his said office as	ligation is such, that if the above Principal shall well and required by law, then this obligation to be null and void,
Signed, sealed and dated this	; day	of December 2011
With as With	ever	J. L. Lymn PRINCIPAL
		BRIERFIELD INSURANCE COMPANY
		BRIERFIELD INSURANCE COMPANY
		Br The I. Mcking
CTATE OF \$40		'/
STATE OF		
COUNTY OFClay		·
Before me, a NOTARY, this the said	day of da	December 2011 personally appeared known to be the individual in and iged to me that he executed the same
Jan 16 2014 My COMMISSION		Danielle H Marshall
10511 23-A, 2 09	OF MISS OF MIS	NOTARY PUBLIC



Bond Number	60006692

Know All Persons By These Presents, that we,	Sandra Davenport
of Mantee in the State of	Mississippi as Principal and BRIERFIELD
	zed and existing under and by virtue of the laws of the
State of Mississippi, as SURETY are held and firmly I	oound unto loard of Education
as OBLIGEE, in the full and just sum of	Fifty Thousand Dollars (\$50,000 00)
	which well and truly to be made, we bind ourselves, our
heirs, executors, administrators, successors and assignment	
Whereas, the said Principal has been duly elected or School B	appointed as pard Member
from the term beginning 01/01/2012	and ending 01/01/2013
	gation is such, that if the above Principal shall well and required by law, then this obligation to be null and void
Signed, sealed and dated this day o	December, 2011
Mai W Brewer	Sanh Daversont
	PRINTIPAL
	BRIERFIELD INSURANCE COMPANY
	At 1 MV.
	of They want
STATE OF MS	. 0
COUNTY OF Clay	
	cember , 2011 , personally appeared
the said Sandra Daven per t	known to be the individual in and
who executed the foregoing bond, and he acknowledge	ged to me that he executed the same
Jan 16, 2014	(Namelle & Marshall
MY COMMISSION EXPIRES	NOTARY PUBLIC
DANIELLE HALL MARSHALL Commission Expires Jan 16 2014	
10511 23-A 2 09	



A MEMBER OF THE POCT INSURANCE GROUP

Know All Persons By These I	?resents, that we, _		Sieda Johnson
of Starkville	in the State of		· · · · · · · · · · · · · · · · · · ·
			under and by virtue of the laws of the
State of Mississippi, as SURI	ETY are held and firmly b Clay County B	ound unto oard of Education	
as OBLIGEE, in the full and ji	ust sum of	Fifty Thousand	Dollars (\$50 000 00)
lawful money of the United S heirs, executors, administrato	tates for the payment of irs, successors and assig	which well and trains, jointly and sev	uly to be made, we bind ourselves, our erally, firmly by these presents
Whereas, the said Principal h	Sec	cretary	
from the term beginning	01/02/2012	and ending	01/01/2016
NOW THEREFORE, the corfaithfully perform all the dution otherwise to be and remain in	es of his said office as r	gation is such, tha equired by law, th	at if the above Principal shall well and nen this obligation to be null and void,
Signed, sealed and dated this	s day o	f Dec.	2011
WITNESS		Λ	//.
anna Owens		de	PANCIPAL
			V
		BRIERFIELD IN	SURANCE COMPANY
		ву	a Z. Mcking
STATE OFMS			
COUNTY OF			
Before me, a NOTARY, this		December	, <u>2011</u> , personally appeared
who executed the foregoing	bond and be acknowledge	ned to me that he	known to be the individual in and executed the same
Jan 16, 20		(N)	mielle H-Marshall
MY COMMISSION	EXPIRES	<u></u>	NOTARY PUBLIC
	DANIELLE HALL MARSH	ALL .	<u>^</u>
10511 23-A, 2 09			-



		_			
MEMBER	OF THE	PCCI	INSTITE	ANCE	CROID

10511 23-A 2 09

Know All Persons By These P	resents, that we,		Anna Owens
of Pheba	in the State of	Mississippi	
		zed and existing	under and by virtue of the laws of the
State of Mississippi, as SURE		oound unto loard of Education	
as OBLIGEE, in the full and ju	st sum of	Fifty Thousand	l Doilars (\$50,000 00) ,
			uly to be made, we bind ourselves, our verally, firmly by these presents
Whereas, the said Principal ha		appointed as trition Director	
from the term beginning	01/02/2012	and ending	01/01/2016
	s of his said office as i		at if the above Principal shall well and nen this obligation to be null and void,
Signed sealed and dated this	day o	f Dec	2011
WITNESS .			
Jua Myl	<u></u>	annas	PRINCIPAL
		BRIERFIELD IN	SURANCE COMPANY
		Ву	2. Mcking
STATE OF MS	_		
COUNTY OFClay	_ _		
Before me, a NOTARY this the said	a Owens	December	, <u>2011</u> , personally appeared known to be the individual in and
who executed the foregoing bi	ond, and he acknowledg		_
Jan 15, 2014	YPIDES	wav	well H Manhall
WI COMMISSION E	NETTAL W		HOTAILI BULB
10511 23-A 2 09	ID # 79820 DANIELLE HALL MARSHALL Commission Expires Jan 16 2014		H



A MEMBER OF THE FCCI INSURANCE GROUP

Bond Number	60006714

Know All Persons By These Pr	esents, that we,	Lisa McKee		
Know All Persons By These Proof Montpelier	in the State of	Mississippi	as Principal and BRIERFIELD	
INSURANCE COMPANY, a c	orporation duly organi	ized and existing un	ider and by virtue of the laws of the	
State of Mississippi, as SURE	Clay County B	Soard of Education		
as OBLIGEE, in the full and just	it sum of	Fifty Thousand I	Pollars (\$50,000 00),	
lawful money of the United Statheirs, executors, administrators			y to be made, we bind ourselves our rally, firmly by these presents	
Whereas the said Principal ha	Boo	kkeeper		
from the term beginning	01/02/2012	and ending	01/01/2016	
	of his said office as		if the above Principal shall well and in this obligation to be null and void,	
Signed sealed and dated this	Leth day of	of <u>Dec</u>	2011	
WITNESS	•	Pina	MCCo	
_ More DATE		<u> </u>	PRINCIPAL	
			URANCE COMPANY	
		Dy C	2. Mckimmo	
		by The	4 - 11/4 mmy -	
STATE OFMS				
COUNTY OFClay				
Before me, a NOTARY this	8 day of	December	, عوراً personally appeared	
the said المحالية	ckee		known to be the individual in and	
who executed the foregoing be	and he acknowled	ged to me that he ex	ecuted the same	
Jan 16,204		- (raniel	L. H. Marshall	
MY COMMISSION E	XPIRES		NOTARY PUBLIC	
	Mico.			
	AN PUR			
	4,70, C. S.			
	DANIELLE HALL MARSHALL	•		
		7		
	Commission Expires Jan 16, 2014		-	
10511-23-A, 2 09	CYAY COUNTY		-	



10511 23-A, 2 09

Bond Number	 6	00067	10	

Know All Persons By These F	resents, that we,	Sa	ndra Murray
of Mantee	in the State of	Mississippi	as Principal and BRIERFIELD
			der and by virtue of the laws of the
State of Mississippi, as SURI		bound unto Board of Education	
as OBLIGEE, in the full and ju		Fifty Thousand D	
			to be made we bind ourselves, our
heirs executors, administrato	rs successors and assign	gns, jointly and severa	ally firmly by these presents
Whereas the said Principal h		appointed as incipal	
from the term beginning	01/02/2012	and ending	01/01/2016
<u> </u>	<u></u>	- <u></u>	
	es of his said office as		f the above Principal shall well and this obligation to be null and void,
	14	Λ.	2011
Signed, sealed and dated this	s/ day d	of <u>Dec</u>	
		1	
WITNES	1.1.	Santra	Muse
- Ar A		Juniora.	" uray
1 2 1		<i>f</i> -	PRINCIPAL
,		RDIEDEIEI D INGLI	RANCE COMPANY
		By. Jan e	2. McKing
STATE OF MS			
COUNTY OF Clay			
Before me a NOTARY this	% day of	December	, 2011 , personally appeared
the said Sandra			known to be the individual in and
who executed the foregoing b		ged to me that he exe	cuted the same
			A B AL I DI
Jan 16, 201	<u>+</u>	(Nmul	4 H Marhall
MY COMMISSION	EXPIRES		NOTARY PUBLIC
	. Le Miss.		



			_			
٨	MEMBER	OFTHE	PCCT	DAISTITE	ANCE	CROIT

Bond Number	60006709

Know All Persons By These I	presents, that we		Sandra Murray
of Mantee	in the State of		
INSURANCE COMPANY, a	corporation duly organiz	ed and existing	under and by virtue of the laws of the
State of Mississippi, as SURI		ound unto pard of Education	
as OBLIGEE, in the full and ju			d Dollars (\$50,000 00)
			ruly to be made we bind ourselves, our verally, firmly by these presents
Whereas, the said Principal h	Purchas	sing Agent	
from the term beginning	01/02/2012	and ending	01/01/2016
	es of his said office as re		at if the above Principal shall well and hen this obligation to be null and void,
Signed, sealed and dated thi	s day of	Dec	2011
WITNESS	n_	Sendra	Muray)
TOM			PRINCIPAL
V		BOIEDCIELD IN	ISURANCE COMPANY
		Ву	2. Mcfing
STATE OFMS			
COUNTY OFClay			
Before me, a NOTARY, this	& day of	ecember	personally appeared
the saidSaida_	Morray		known to be the individual in and
who executed the foregoing	bona, and ne acknowledg	ped to me that he	executed the same
Jan 16, 20	14	name	ll H Marshall
MY COMMISSION	EXPIRES		NOTARY PUBLIC
;a	OF MISSON	•	
	Commission Expires		K
10511-23-A, 2 09	Ar COUNTY.	•	<i>'</i>



Bond Number	60006711

Know All Persons By These i	Presents, that we,		Mae Brewer_
of Pheba	in the State of	Mississippi	Mae Brewer as Principal and BRIERFIELD
INSURANCE COMPANY, &	corporation duly organ	ized and existing (under and by virtue of the laws of the
State of Mississippi, as SUR		bound unto Board of Education	
as OBLIGEE, in the full and j			
lawful money of the United S	tates, for the payment of	f which well and to	uly to be made, we bind ourselves, our
			verally, firmly by these presents
Whereas the said Principal h		appointed as esing Agent	
from the term beginning	01/02/2012	and ending	01/01/2016
	es of his said office as		at if the above Principal shall well and nen this obligation to be null and void,
Signed, sealed and dated thi	sday	of <u>Dec</u>	2011
WITNESS DE MY	el	Mac W.	Brewer
V			PRINCIPAL
		BRIERFIELD IN	SURANCE COMPANY
		12	e en la
		Ву	J. M. finns
STATE OFMS			
COUNTY OFClay			
Before me, a NOTARY, this		December	_, 2011 , personally appeared
the said Mac Pro	me(known to be the individual in and
who executed the foregoing t	oond, and he acknowled	ged to me that he e	executed the same
Jan 16,2014		Parriel	l H. Wanhall
MY COMMISSION	EXPIRES		NOTARY PUBLIC
	DANIELLE HALL MARSHAL Commission Expires Jan 18 2014		_
10511 23-A, 2 09			



.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
MEMBER OF THE FOCT INSURANCE GROUP	Bond Number	60006707

Know All Persons E	By These Pres	sents, that we,	, · · · · · · · · · · · · · · · · · · ·	elma Robinson
of Cedar	Bluff	in the State	of Mississippi	
				inder and by virtue of the laws of the
State of Mississipp	ı, aş SURETY		firmly bound unto unty Board of Education	
as OBLIGEE, in the				Dollars (\$50,000 00)
lawful money of the heirs, executors, ac	United State Iministrators,	s, for the payr successors an	nent of which well and tr d assigns jointly and sev	ally to be made we bind ourselves, our erally, firmly by these presents
Whereas, the said I			Business Manager	
from the term begin	ากเกฐ	01/02/2012	and ending	01/01/2016
NOW THEREFORI faithfully perform a otherwise to be and	Il the duties o	of his said office I force and virt	ce as required by law, to ue	it if the above Principal shall well and nen this obligation to be null and void,
Signed, sealed and	I dated this _	6	day of	ber . 2011
WITNESS M	cke,		Telm	PRINCIPAL
			BRIERFIELD IN	SURANCE COMPANY 2. Mkking
STATE OF	MS		. ——	
COUNTY OF	Clay			
Before me, a NOTA the said who executed the f	Velma Ri	day of ■ day of d, and he ackr	December cowledged to me that he	, <u>2011</u> , personally appeared known to be the individual in and executed the same
	en 16, 2014 OMMISSION EXP	IRES	_ Dani	U H Marshall NOTARY PUBLIC
10511 23-A, 2 09	Comme	79820 HALL MARSHALL Seion Expires 18, 2014	m	



Bond Number	60006708

Know All Persons By These P	resents, that we,	_ Vel	ma Robinson
of Cedar Bluff	in the State of	Mississippi	as Principal and BRIERFIELD
			der and by virtue of the laws of the
State of Mississippi as SURE		ound unto pard of Education	
as OBLIGEE, in the full and ju	st sum of	Fifty Thousand D	ollars (\$50,000 00),
lawful money of the United Sta heirs, executors, administrator			to be made, we bind ourselves our ally firmly by these presents
Whereas, the said Principal ha		eppointed as sing Agent	
from the term beginning	01/02/2012	and ending	01/01/2016
	s of his said office as re		of the above Principal shall well and this obligation to be null and void
Signed sealed and dated this	d TL day of	Decem	boc 2011
WITNESS MYLE	ρ	Vilma	PRINCIPAL .
		BRIERFIELD INSU	IRANCE COMPANY
STATE OFMS	<u> </u>		
COUNTY OFClay			
Before me, a NOTARY this the said	PINSON	ed to me that he exe	, personally appeared known to be the individual in and ecuted the same
Tan 16 2014 MY COMMISSION E	XPIRES	Daniel	4 A. Marshall NOTARY PUBLIC
10511 23-A 2 09	OF MISS 10 # 79820 ANIELLE HALL MARSHALL Commission Expires Jan 16 2014	N	

IN THE MATTER OF THE RELOCATION OF THE WEST WEST POINT VOTING PRECINCT

The matter of relocating the West West Point voting precinct of Clay County,

Mississippi came on for discussion by the Board of Supervisors of Clay County,

Mississippi

After a thorough discussion of same, Supervisor Shelton Deanes moved that the following Resolution be adopted

A RESOLUTION TO RELOCATE THE WEST WEST POINT VOTING PRECINCT

WHEREAS, the current West West Point voting precinct located at 205 Court Street (the Courthouse of Clay County, Mississippi) is small and presents confusion and congestion when holding elections, and

WHEREAS, the Daily Times Leader building owned by Clay County, Mississippi is located at 227 Court Street, being 180 feet from the Clay County Courthouse, the current West West Point voting precinct, and

WHEREAS, the Daily Times Leader building will provide more space and less congestion for the voters in the West West Point voting precinct and would cause no confusion for voters as to the new location, and

WHEREAS, relocating the West West Point voting precinct to the *Daily Times*Leader building will be a convenient improvement for voters by providing easier access to the polling location and much needed space

THERFORE, BE IT RESOLVED by the Board of Supervisors of Clay County,

Mississippi that

The West West Point voting precinct shall be relocated to the *Daily Times Leader* building located at 227 Court Street, West Point, Mississippi from the current location of the Clay County Courthouse, 205 Court Street, West Point, Mississippi

Supervisor Lynn Horton seconded the motion

After a thorough discussion of same, President RB Davis submitted the Resolution for a vote and the Board voted as follows

1	Supervisor Lynn Horton voted	Yea
2	Supervisor Luke Lummus voted	Yea
3	Supervisor R B Davis voted	Yea
4	Supervisor Shelton Deanes voted	Yea
5	Supervisor Floyd McKee voted	Yea

The Resolution having received the affirmative vote of all of the members of the Board of Supervisors of Clay County, Mississippi, President R B Davis declared the Resolution adopted

This the 8th day of December, 2011

RB Davis, President of the Board of Supervisors of Clay County, Mississippi

Harmon A Robinson, Clerk

NO				
----	--	--	--	--

IN THE MATTER OF SCHOOL BUS TURNAROUNDS FOR THE CLAY COUNTY SCHOOL DISTRICT

There came on this day for consideration the matter of school bus turnarounds for the Clay County School District

After motion by Mr McKee and second by Mr Horton this Board doth vote unanimously to approve and accept the attached School Board orders for school bus turnarounds with exception of James Spann and Gloria Neal See attached exhibits A and B

So ordered this the 8th day of December, 2011

President

The Board next considered the recommendation of Mrs Murray for the employment of Mrs Cynthia Thomas as a Teacher Assistant for the remainder of the school year at an annual salary of \$12,800 00 Mrs Brewer concurred in the recommendation Mrs Davenport moved that such recommendation be approved. The motion was seconded by Mrs Harpole Those voting in favor of the motion were Mrs Johnson, Mrs Mosley, Mrs Davenport, Mrs Harpole and Mr Lyons.

Delell

Mrs Brewer presented the recommendation of Mrs Anna Owens, Food Services Administrator, for the approval of Ms Patricia Moore to assume the duties of Cafeteria Manager at West Clay Elementary School for the remainder of the school year Compensation will be \$9 00 per hour Mrs Brewer concurred in the recommendation Mrs Davenport moved that the recommendation be approved The motion was seconded by Mr Lyons Those voting in favor of the motion were Mrs Johnson, Mrs Mosley, Mrs Davenport, Mrs Harpole and Mr Lyons

The Board discussed a request from Mrs Catrina Moseley, SPED Director, for incentive payments to teachers whose pupils excelled on MCT2. The Board discussed the request but took no action

The matter of the requests for school bus turnarounds was next considered. Thereafter,

Mrs Mosley moved for adoption of the following resolution

RESOLUTION

WHEREAS the Clay County Board of Supervisors has requested that a bus turnaround per § 19-3-42 of the Mississippi Code of 1972 be approved for the following persons to-wit

<u>District 5 – Floyd McKee, Supervisor</u>

Harold Starks Kathy Jones Glena Neal

THEREFORE, BE IT RESOLVED that pursuant to the authority of § 19-3-42 of the Mississippi Code of 1972, the Clay County Board of Education does hereby approve a bus turnaround for Harold Starks, Kathy Jones and Gloria Neal of District 5, Clay County,

Mississippi, Floyd McKee, Supervisor

The motion was seconded by Mr Lyons The matter of the request for additional school bus turnarounds was next considered. Those voting in favor of the motion were Mrs Johnson, Mrs Mosley, Mrs Davenport, Mrs Harpole and Mr Lyons.

The matter of deletion of fixed assets was next considered. Mrs. Biewer stated that the following items are no longer in working condition and are of no value or use to the District. The items are as follows.

Exhibit A

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

The above and foregoing Resolution was offered upon the Motion of Supervisor

Shelto Dearn and seconded by Supervisor Luke Lummin

After being called to a vote, the resolution passed unanimously, with each Supervisor's vote being recorded, to-wit

Supervisor R. B Davis	Yea
Supervisor Luke Lummus	Yea
Supervisor Lynn Horton	Yea
Supervisor Shelton Deanes	Yea
Supervisor Floyd McKee	Yea

SO ORDERED, this the 8th day of December, 2011

Harmon A Robinson, Clerk

R.B Davis, President of Clay County

Board of Supervisors

517

NOTICE OF NEGOTIABLE NOTE SALE \$70,000 00 GENERAL OBLIGATION NOTES OF CLAY COUNTY, MISSISSIPPI

Sealed proposals will be received by the Board of Supervisors of Clay County, Mississippi, at the office of the Clerk of said Board in the Clay County Courthouse in West Point, Mississippi, until the hour of 9 30 o'clock A M on the 5th day of January, 2012, at which time and in the Board of Supervisors room at said place, all bids will be publicly opened for the purchase, at not less than par and accrued interest, of the above notes of said County

Said notes are to bear the date of January 31, 2012, are to be in denominations of Fourteen Thousand Dollars (\$14,000 00) each, and shall bear interest at a rate or rates to be determined pursuant to sale of said negotiable notes, said notes to be payable on January 31st of each year, beginning January 30, 2013 Both principal and interest on said notes will be payable at a place designated by the purchaser subject to approval by the Board of Supervisors There will be five separate notes of \$14,000 00 each with the first note maturing on January 31, 2013, the second note maturing on January 31, 2014, the third note maturing on January 31, 2015, the fourth note maturing on January 31, 2016, and the fifth and final note maturing on January 31, 2017

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

Proposals should be addressed to the Board of Supervisors of Clay County, should be plainly marked "Proposal for \$70,000 00 General Obligation Notes," and should be filed with the Clerk of said Board on or prior to the date and hour hereinabove named. Each bid must be accompanied by a cashier's check, certified check, or exchange, payable to Clay County, Mississippi, in the amount of One Thousand Dollars (\$1,000 00) as a guaranty that the bidder will carry out his contract and purchase the Notes pursuant to his bid and contract. The amount of such good faith check shall be retained by the Board of Supervisors and shall be paid into the treasury of Clay County

V-Ocleta RESOLUTION

WHEREAS, the Clay County Board of Supervisors has requested that a bus turnaround per § 19-3-42 of the Mississippi Code of 1972 be approved for the following persons to-wit

Person	Supervisor District	<u>Supervisor</u>
Danny Smith	3	R B Davis
William Davidson	3	R B Davis
Sylvia Cummings	3	R B Davis
Lekesia Gates	4	Shelton Deanes
James Shumaker	5	Floyd McKee
Pam Pearson	5	Floyd McKee
√ James Spann	5	Floyd McKee
Supora Coleman	5	Floyd McKee
Geannie Wooten	5	Flo yd McKee
Ella Watkıns	5	Floyd McKee
Bertha Mosley	5	Flo yd McKee

THEREFORE, BE IT RESOLVED that pursuant to the authority of § 19-3-42 of the Mississippi Code of 1972, the Clay County Board of Education does hereby approve a bus turnaround for the persons.

The motion was seconded by Mr Lyons Those voting in favor of the motion were Mrs Johnson, Mrs Mosley, Mrs Davenport, Mrs Harpole and Mr Lyons

Mrs Brewer presented the audit proposal of J E Vance & Company to perform the audit of the District for the 2010/2011 school year. The cost of the audit is \$8,200.00. Mrs Harpole moved that such proposal be accepted. The motion was seconded by Mr. Lyons. Those voting in favor of the motion were Mrs. Johnson, Mrs. Mosley, Mrs. Davenport. Mrs. Harpole and Mr. Lyons.

Mrs Brewer next presented the Test Security Plan for the Clay County School District for consideration and adoption. After discussion, Mr Lyons moved the Test Security Plan be adopted as presented. The motion was seconded by Mrs Davenport. Those voting in favor of the motion were Mrs Johnson, Mrs Mosley, Mrs Davenport, Mrs Harpole and Mr Lyons.

Mrs Brewer next recommended that Mr Percy Jones be approved as acting Principal in Mrs Murray's absence with compensation of \$300 00 per day for such service. After general discussion, Mrs Harpole moved that the following persons be designated acting Principal in Mrs Murray's absence in the order named (1) Mrs Catrina Mosley (2) Mrs Gwen Coleman (3) Mrs Mae Brewer and (4) Mr Percy Jones Mr Jones would be compensated as recommended if he serves as acting Principal. The motion was seconded by Mrs Mosley. Those voting in favor of the motion were Mrs Johnson, Mrs Mosley, Mrs Davenport, Mrs Harpole and Mr Lyons.

Exhibit B

WHEREAS, the Clay County Board of Supervisors has determined that it is deemed appropriate to complete the renovation of a County owned building located at 227 Court Street in West Point, Mississippi, said building to be used as voting precinct for District 4, West West Point Box, and

WHEREAS, the cost of said additional repairs and renovation for said building will be approximately \$70,000 00 and the building will serve as a training facility for elections and primary election workers, and for use as meeting rooms for the general public and public officials of Clay County, Mississippi, and

WHEREAS, the Clay County Board of Supervisors wishes to borrow the \$70,000 00 under the provisions of Section 17-21-51 of the Mississippi Code of 1972, Annotated, and deems it necessary to borrow the said \$70,000 00 to finance said repairs and renovation

NOW THEREFORE, BE IT RESOLVED, that the Clay County Board of Supervisors borrow \$70,000 00 to help defray the additional cost of repairing and renovating of the building owned by Clay County, Mississippi located at 227 Court Street, West Point, Mississippi (formerly the *Daily Times Leader* building) in order to use said building as a District 4 West West Point voting precinct, a county election workers training facility, and meeting rooms for the public and other public officials and employees. That the Board of Supervisors advertise for bids for five (5) negotiable notes to be issued in denominations of \$14,000 00 each, with the first note maturing on January 31, 2013, the second note maturing in 2014, the third note maturing in 2015, the fourth note maturing in 2016, and the fifth and final note maturing in 2017. The offering of said negotiable notes shall be made and advertised according to the procedures as outlined in Section 17-21-53 of the Mississippi Code of 1927, Annotated, said advertisement to be substantially in the form of the "Notice of Negotiable Note Sale," which is attached hereto as Exhibit 1 and incorporated herein by reference

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

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

The obligation of the purchaser to purchase and pay for the Note is conditioned on the

delivery at the time of settlement of the Note, of the following (1) the approving legal opinion

of Thomas B Storey, Jr, Note Counsel, to the effect that the Note constitutes a valid and legally

binding obligation of the County payable from and secured by an irrevocable pledge of the avails

of a direct and continuing tax to be levied annually without limitation as to time, rate or amount

upon all the taxable property within the geographical limits of the County and to the effect that

the interest on the Note is exempt from Federal and Mississippi income taxes under existing

laws, regulations, rulings and judicial decisions with such exceptions as shall be required by the

Internal Revenue Code of 1986, and (2) the delivery of certificates in form and tenor satisfactory

to Note Counsel evidencing the proper execution and delivery of the Note and receipt of

payment therefor, including a statement of the County, dated as of the date of such delivery, to

the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof,

threatened relating to the issuance, sale and delivery of the Note A copy of said approving legal

opinion will appear on or accompany the Note

Delivery of the Notes will be made to the purchaser within sixty (60) days after the date

of sale, at a place to be designated by the purchaser and without cost to the purchaser

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

December, 2011

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

Publish

December 23, 2011

509

UNITED STATES OF AMERICA STATE OF MISSISSIPPI COUNTY OF CLAY GENERAL OBLIGATION NOTES



REGISTERED

S-1

Rate of Interest Maturity Date/Original Issue CUS P

Registered Owner

Principal Amount Fourteen Thousand and no/100ths Dollars \$14,000 00

Clay County, Mississippi, acting by and through the Board of Supervisors of said County, its governing authority, acknowledges itself indebted, and for value received, hereby promises to pay to bearer Fourteen Thousand and no/100ths Dollars (\$14,000 00) on the 31st day of January, 2013, with interest from the date hereof at the rate of 1 55% per annum, said interest being payable on January 31st of each year until the principal of this note shall have been fully paid, interest accruing on this note and prior to the maturity date hereof shall be payable upon request by the Holder hereof as they severally become due

Both the principal of and the interest on this note are payable in lawful money of the United States of America at Clay County, in the City of West Point, State of Mississippi, and for the prompt payment of this note and interest hereon according to the terms hereof, the full faith, credit and resources of Clay County, Mississippi are hereby irrevocably pledged

This Negotiable Note is one of a series of five (5) notes of like date tenor and effect, except as the date of maturity numbered from One (1) to Five (5), inclusive, aggregating the sum of Fourteen Thousand Dollars (\$14,000 00), authorized and issued to raise money with which to help defray the completion of the repair and renovation of the building owned by Clay County, Mississippi located at 227 Court Street, West Point, Mississippi (formerly the *Daily Times Leader* building) in order to use said building as a District 4 voting precinct, a county election workers training facility and for offices for public officials and employees, as defined in Section 27-39-325 of the Mississippi code of 1972

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this negotiable note, in order to make the same legal and binding obligations of said Clay County, Mississippi, do exist, have happened, and have been performed in regular and due time, form and manner as required by law; that provisions will be made for the levy of an annual tax upon all taxable property within said Clay County, Mississippi, if required, to pay the interest on this negotiable note as it falls due and to provide for the payment of the principal hereof at maturity, and that the total indebtedness of Clay County, Mississippi, including this negotiable note and the issue of which it is one, does not exceed any statutory or constitutional limit

IN TESTIMONY WHEREOF, CLAY COUNTY, MISSISSIPPI, acting by and through the Board of Supervisors of said County, has executed this negotiable note by causing it to be signed by the President of said Board of Supervisors, countersigned by the Clerk thereof, under the seal of said Board, on this the ______ day of January, 2012

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

CLAY COUNTY, MISSISSIPPI

	BY	
	•	R B Davis, President of Board of
		Supervisors of Clay County, Mississippi
	GOLD WEDD GLOS TOD	
	COUNTER-SIGNED	Harris A. Dalamara Clada Cd.
		Harmon A. Robinson, Clerk of the Board of Supervisors of Clay County,
		Mississippi
		Mississippi
This	Note is one of the Series of Notes des	cribed herein.
ATTESTIN	G TO THE SEAL	
DM		
BY		
Char	ncery Clerk	
Registrar	Harmon A Robinson	
registar	Chancery Clerk of Clay County,	
	Mississippi	
	masissippi	
BY		
Auth	orized Officer	

DATE OF REGISTRATION AND AUTHENTICATION January 31, 2012

IN THE MATTER OF RECEIVING SEALED BIDS FOR THE RENOVATION OF THE DAILY TIMES LEADER BUILDING

There came on this day for consideration the matter of receiving sealed bids for the renovation of the Daily Times Leader building

It appears to this Board that twelve bids were received and they are detailed herein in Exhibit A bid tabulation sheet and followed by a copy of each bid

After motion by Mr Deanes and second by Mr Lummus, this Board doth vote unanimously to accept the bid of Henson Construction at \$220,900 00, and \$4,500 00 alternate no 1 as the lowest and best bid

SO ORDERED this the 8th day of December, 2011

PRESIDENT

2009162 Daily Times Leader Building Renovation Phase II

SECTION 00400 PROPOSAL FORM

DATE $\sqrt{2-8-1}$				
PROPOSAL OF Henson Construction Co, Inc				
PROJECT	Daily Times Leader Building Renovation Phase II 227 Court Street West Point, MS			
OWNER OWNER'S	Clay County Board of Supervisors Mississippi			
REPRESENTATIVE	Mrs Amy Berry Chancery Clerk Clay County, Mississippi			
227 Court Street, West Por and dated November 4, 20 proposes to furnish all labor	the Contract Documents entitled Daily Times Leader Building R at, MS, as prepared by PRYOR & MORROW ARCHITECTS A D11 as well as the premises and conditions affecting the worker, materials and services required by the Contract Documents of Contract Documents for the sum of	ND ENGINEERS, k, the undersigned		
BASE BID hundred	twenty thousand nine hundred DOLLARS (\$ 2	20,900)		
ALTERNATE NO 1 Clean, prime and paint all existing exterior concrete block, face brick and stucco Clean, prime and paint all exterior woodwork				
Four thousand	Five hundred + 100 - DOLLARS (\$ 4	500		
The Contractor shall promptly commence work to be performed under this Agreement on a date to be specified in a written order from the Architect Time of Completion is an important consideration on the project. The Contractor proposes to substantially complete the work of the base bid. Within calendar days from the date of the notice to proceed.				
(30) days after the date of undersigned will within five	ptance of the bid is mailed, telegraphed or delivered to the unders f opening of the bids or any time thereafter before this bid e (5) days after the date of such mailing, telegraphing or deliver act in the form of agreement included in the specifications	is withdrawn, the		
ADDENDUM RECEIPT				
The receipt of the following Addenda to the Drawings and Specifications is hereby acknowledged				
© 2011 Pryor & Morrow Arc	hitects and Engineers, P A	Proposal 00400 -1		

2009162 Daily Times Leader Building Renovation Phase II

Proposed Form
ADDENDUM NO DATED 12-5-11 NO OF PAGES 3 Addendums, 2 Propose 1 Form
ADDENDUM NODATEDNO OF PAGES
The bidder hereby confirms that he has determined that the site is satisfactory in all respects for the work, and he has read the contract documents and is fully cognizant and is familiar with all the terms and conditions thereof
Respectfully Submitted
Signed *
By Mike Henson
Title Registered Agent & Manager
Address 715 Airport Rd
West Point, MS 39773
Certificate of Responsibility Number <u>07147- MC</u>
*If bidder is corporation, write State of Incorporation under signature If bidder is partnership, show names of all partners
Corporation Mississippi State of Corporation
☐ Partnership
Name of Partners
Note Bidder's Certificate of Responsibility Number is required on the outside of the envelope that contains the proposal of the Bidder

Proposal 00400 -2



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that Henson Construction Company, Inc.

as Principal hereinafter called the Principal, and American Contractors Indemnity Company

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, MS

as Obligee, hereinafter called the Obligee in the sum of Five Percent amount of proposal

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 Renovations of Voting Precinct

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	8th	day of	December	2011
Carina Holling	gunth	{	Herson Construction Co Hesident (Print Dies kenn Heut (Titl	cipal) (Seal)
James Yell (Witness) Janice McCoy	y	{	American Contractors in (Sure	(Seal)

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

COUNTERSIGNED

Y: None J. Hunter Mississippi Resident Agent

ιŠ

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U S SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively the Companies) do by these presents make, constitute and appoint

Ketth W Brown, W W Jones II, Janice W McCoy, or Brenda Palmer of Memphis, Tennessee

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond *****Three Million***** penalty does not exceed Dellars (\$ **3,000,000 00**_)=

This Power of Attorney shall expire without further action on December 8, 2012 This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies

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

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

Be it Resolved that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed this 15th day of June, 2009

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U S SPECIALTY INSURANCE COMPANY

Corporate Seals







Daniel P Aguilar, Vice President

State of California

County of Los Angeles

On this 15th day of June 2009, before me, V Wright, a notary public personally appeared Daniel P Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct WITNESS my hand and official seal

(Seal) Signature

I, Jeannie J Kim, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect, furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect

In Witness Whereof I have hereunto set my hand and affixed the seals of said Companies at Les-Angeles, California this 8th day of December , 2011

Corporate Seals

Bond No Agency No



Jeannie J Kim, Assistant Secretary

Committee 1826 Notary Public California Angelas Coun

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS That American Contractors Indemnity Company a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company a California corporation United States Surety Company a Maryland corporation and U S Specialty Insurance Company a Texas corporation (collectively the Companies) do by these presents make constitute and appoint

Mark E Harns, Joseph Madden, III, Richard L Powell Ric Stallings or Tona Jo Hunter of Memphis, Tennessee

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name place and stead, to execute acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed ______*******Ten Milhon*******

Dollars (\$ **10,000 000 00**) This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies Be it Resolved that the President, any Vice-President, any Assistant Vice-President, any Societary or any Assistant Secretary shall be and is hereby vested with full_ power and authority to appoint any one or more suitable persons as Attorney(s) in Fact to represent and act for and on behalf of the Company subject to the following Attorney in Fact may be given full power and authority for and in the name of and on behalf of the Company to execute acknowledge and deliver any and all bonds recognizances contracts agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's hability thereunder and any such instruments so executed by any such Attorney in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary Be u Resolved that the signature of any authorized officer and seal of the Company heretofore or bereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed this 31st day of March 2011 AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY Corporate Seals Ву Daniel P Aguilar, State of California_ County of Los Angeles On this 31" day of March, 2011 before me, Deborah Reese a notary public, personally appeared Daniel P Aguilar, Vice President of American Contractors Indemnity Company Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s) or the entity upon behalf of which the person(s) acted executed the instrument I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct WITNESS my hand and official seal DEBORAH REESE mission # 1926048 Alburch reese (Seal) Los Angeles County I, Jeannie J Kim, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company United States Surety Company and U S. Specialty Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect, furthermore, the resolutions of the Boards of Directors set out in the Power of Attorney are in full force and effect. In Witness Whereof I have hereunto set my hand and affixed the seals of said Companies at Los Angeles California tais 8th of _December 2011 Corporate Seals Jeannie J. Kim, Assistant Secretary Bond No. 17037 Agency No

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SECTION 00400 PROPOSAL FORM

DATE December		
PROPOSAL OF Cer	tury Construction + Roalty, Inc	
PROJECT	Daily Times Leader Building Renovation Phase II 227 Court Street West Point, MS	
OWNER	Clay County Board of Supervisors Mississippi	
OWNER'S REPRESENTATIVE	Mrs Amy Berry, Chancery Clerk Clay County, Mississippi	
227 Court Street, West Por and dated November 4, 20 proposes to furnish all labor	the Contract Documents entitled Daily Times Leader Building int, MS, as prepared by PRYOR & MORROW ARCHITECTS. It is well as the premises and conditions affecting the work, materials and services required by the Contract Documents Contract Documents for the sum of	AND ENGINEERS, rk, the undersigned
BASE BID	died thirty four thousand DOLLARS (5)	334,000 °°)
·	an, prime and paint all existing exterior concrete block, d paint all exterior woodwork	face brick and
thirty the	DOLLARS (\$	<u>30,000 °°</u> 1
in a written order from the	otly commence work to be performed under this Agreement on Architect. Time of Completion is an important consideration stantially complete the work of the base bid. Within <u>210</u> to proceed	on the project. The
(30) days after the date of undersigned will within five	ptance of the bid is mailed, telegraphed or delivered to the under f opening of the bids or any time thereafter before this bit e (5) days after the date of such mailing, telegraphing or delive act in the form of agreement included in the specifications	d is withdrawn, the
ADDENDUM RECEIPT		
The receipt of the followm	g Addenda to the Drawings and Specifications is hereby acknowledged	nowledged
© 2011 Pryor & Morrow Ard	hitects and Engineers, P A	Proposal 00400 -1

ADDENDUM NO DATED 125 11 NO OF PAGES 5
ADDENDUM NODATEDNO OF PAGES
ADDENDUM NODATEDNO OF PAGES
The bidder hereby confirms that he has determined that the site is satisfactory in all respects for the work, and he has read the contract documents and is fully cognizant and is familiar with all the terms and conditions thereof
Respectfully Submitted
Signed*
By Colin Malaneu
Table President
Address <u>PO Box 1366</u>
· · · · · · · · · · · · · · · · · · ·
Tupolo 1/5 38802
Certificate of Responsibility Number
*If bidder is corporation, write State of Incorporation under signature If bidder is partnership, show names of all partners.
Corporation State of Corporation
□ Partnership
Name of Partners
Note Bidder's Certificate of Responsibility Number is required on the outside of the envelope that contains the proposal of the Bidder

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

l

Proposal 00400 -2



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Century Construction & Realty, Inc 711 Robert E Lee, Tupelo MS 38801

as Principal hereinafter called the Principal and Western Surety Company

a corporation duly organized under the laws of the State of South Dakota

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

as Obligee hereinafter called the Obligee in the sum of Five percent of amount bid

day of

Dollars(\$ 5%)

2011

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 **Daily Times Leader Building Renovation**, **Phase II Clay County MS**

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.

December

	Ceptury Construction & Realty, Inc
(Witness)	(Pfinglipal) (Seal)
11/21 XB115	Western Surety Company
Wendy L Baldwin (Witness)	Hic Stalling (Seal)
AIA DOCUMENT A240 - DID DOND - AIA @ CERRILARY 1070 ED - THE AMERICAN	Ric Stallings, Attorney-in-fact

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

8th

Signed and sealed this

By Dona & Nuntar

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY a South Dakota corporation is a duly organized and existing corporation having its principal office in the City of Sioux Falls and State of South Dakota and that it does by virtue of the signature and seal herein affixed hereby make constitute and appoint

Mark E Harris, Keith W Brown, W W Jones II, Joseph Madden III, Richard L Powell, Ric Stallings, Tona J Hunter, Cooper W Permenter, Individually

of Memphis TN its true and lawful Attorney(s) in Fact with full power and authority hereby conferred to sign seal and execute for and on its behalf bonds undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said. Attorney pursuant to the authority hereby given are hereby ratified and confirmed

This Power of Attorney is made and executed pursuant to and by authority of the By Law printed on the reverse hereof-duly adopted, as indicated by the shareholders of the corporation

In Witness Whereof WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 21st day of October 2011

WESTERN SURETY COMPANY

Paul & Bruflat Senior Vice President

State of South Dakota County of Minnehaha } s

On this 21st day of October 2011 before me personally came Paul T Bruflat, to me known who being by me duly sworn did depose and say that he resides in the City of Sioux Falls. State of South Dakota, that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument that he knows the seal of said corporation that the seal affixed to the said instrument is such corporate seal that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30 2012

D KRELL
NOTARY PUBLIC SOUTH DAKOTA

D Krell Notary Public

CERTIFICATE

I L Nelson Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto substituted my name and affixed the seal of the said corporation this <u>8th</u> day of <u>December</u> 2011



WESTERN SURETY COMPANY

L Nelson Assistant Secretary

Form F4280-09-06

Authorizing By-Law

1

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company

Section 7 All bonds policies, undertakings Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary and Assistant Secretary Treasurer or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary any Assistant Secretary or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies undertakings. Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



	1DATED_12/5/2011NO OF PAGES 5
	DATEDNO OF PAGES
ADDENDUM NO	DATEDNO OF PAGES
	firms that he has determined that the site is satisfactory in all respects for the work, and ct documents and is fully cognizant and is familiar with all the terms and conditions
Respectfully Submitted	
Signed *	
By <u>Gra</u>	dy R. Mordecai
Trile <u>Vic</u>	e-President
Address <u>P</u>	0 Box 1004
Co1	umbus, MS 39703-1004
Certificate of Respons	ability Number 08855-MC
*If bidder is corporationall partners	on, write State of Incorporation under signature If bidder is partnership, show names of
Carporation Mississippi	
State of Corporation	on
☐ Partnership	
Name of Partners	
Note Bidder's Certifi the proposal of the Bid	cate of Responsibility Number is required on the outside of the envelope that contains dder

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

VNOW ALL MEN DY THESE DESCRITS THAT ME. D. H.	- Mandana Duddaya In-	
KNOW ALL MEN BY THESE PRESENTS THAT WE Burk P.O. Box 1004, Columbus, MS 39703	s-Mordecal Builders, Inc	
as Principal hereinafter called the Principal and <u>Travelers</u> One Tower Square, Hartford, CT 06183	Casualty and Surety Company of America	
a corporation duly organized under the laws of the State of	CT	
as Surety hereinafter called the Surety are held and firmly t	bound unto Clay County Board of Supervisors	
205	Court St West Point, MS 39773	
as Obligee hereinafter called the Obligee in the sum of	Five Percent of Amount Bid	
	Dollars (\$	_)
for the payment of which sum well and truly to be made, the executors, administrators successors and assigns jointly ar) (21 K
WHEREAS the Principal has submitted a bid for Daily Time	es Leader Building Renovation, Phase II, Clay County, MS	<u></u>
		
NOW, THEREFORE if the Obligee shall accept the bid of the Obligee in accordance with the terms of such bid, and go Contract Documents with good and sufficient surety for the payment of labor and materials furnished in the prosecution such Contract and give such bond or bonds, if the Princip penalty hereof between the amount specified in said bid and contract with another party to perform the Work covered by to remain in full force and effect Signed and sealed this 8th day of	ave such bond or bonds as may be specified in the bidding be faithful performance of such Contract and for the pro- i thereof or in the event of the failure of the Principal to en that shall pay to the Obligee the difference not to exceed disuch larger amount for which the Obligee may in good f	g or mpt nter the arth vise
10, 0,		
& Bula (Witness)	Burks-Mordecal Builders, Inc (Principal) (Seel)	tie)
Latil flatidas (Witness)	Travelers Casualty and Surety Company of America (Surety) (Seal)	
(Witness)	By WWW Costs (The Attriffice) Attriffice of Trina Cobb (The Attriffice)	tie)



POWER OF ATTORNEY

Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St Paul Fire and Manne 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**

Surety Bond No Bid Bond

Principal Burks-Mordecai Builders, Inc.

OR

Project Description Daily Times Leader Building Renovation,

Phase II, Clay County, MS

Obligee Clay County Board of Supervisors

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 the 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

Trina Cobb of the City of Jackson , State of MS , 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 25th day of April. 2011

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

or Vice President

On this the 25th day of April, 2011, 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 of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so 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, 2016

mane c sitreault 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 Assistant 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 in the future with respect to any bond or understanding to which it is attached

I, Kevin E Hughes, 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 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 8th day of December , 2011

Kevin E Hughes, Assistant Secretary

Keer & Fleger



















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.

SECTION 00400 PROPOSAL FORM

DECEMBER 08, 2011

DATEDECEMBE	R 08, 2011	
PROPOSAL OF CIG	CONTRACTORS, INC	
PROJECT	Daily Times Leader Bu 227 Court Street West Point, MS	alding Renovation Phase II
OWNER OWNER'S REPRESENTATIVE	Clay County Board of S Mississippi Mrs Amy Berry, Chance	
YT	Clay County, Mississipp	
227 Court Street, West Por and dated November 4, 20	nt, MS, as prepared by PR' 011 as well as the premis or, materials and services i	ntitled Daily Times Leader Building Renovation Phase I YOR & MORROW ARCHITECTS AND ENGINEERS and conditions affecting the work, the undersigner required by the Contract Documents for the entire worths sum of
BASE BID Three hundred tu	enty two thousand	DOLLARS (\$ 322,000 00
ALTERNATE NO 1 Clear stucco Clean, prime and		xisting exterior concrete block, face brick and dwork
Nive thousand, six	hundred thirty -	DOLLARS (\$9,630°
in a written order from the .	Architect. Time of Complete the wo	performed under this Agreement on a date to be specified etion is an important consideration on the project. The rk of the base bid Within 180 calendar days
(30) days after the date of undersigned will within five	opening of the bids or a (5) days after the date of	telegraphed or delivered to the undersigned within thirty any time thereafter before this bid is withdrawn, the such mailing, telegraphing or delivering of such notice, at included in the specifications
ADDENDUM RECEIPT		
The receipt of the following	Addenda to the Drawing	s and Specifications is hereby acknowledged
© 2011 Pryor & Morrow Arch	ntects and Engineers, P A	Proposal 00400 - 1

ADDENDUM	NO I DATE	D <u>12-05-2011</u> NO	OF PAGES		
		DNO			
ADDENDUM			OF PAGES		
110021100111			01 111000		
					ects for the work, and terms and conditions
Respectfully Su	bmitted	1	,		
Signed *	/ands	U Stuck			
Ву	RANDALL GODWIN				
Tıtle	MISSISSIPPI PRESIDENT				
Address	2072 SOUTH TA	TE STREET			
	CORINTH, MS	38834			•
Certificate of Re	sponsibility Numbe	т <u>02738-</u> MC	·		
*If bidder is corp all partners	oration, write State	of Incorporation und	ler signature If	bidder is partner	ship, show names of
☑ Corporation					
MISSISSI					
State of Corp	oration				
☐ Partnership					
Name of Parti	ners				
Note Bidder's Co		sibility Number is re	equired on the or	utside of the env	elope that contains

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

CONTRACTOR

(Name legal status and address)



SURETY

(Name legal status and principal place of business)



OWNER

(Name legal status and address)

OBYCOTOWBOTOO SUPERIOR COMSTRATION CONTROL WAS PROBLEM SOME WITH THE CONTROL OF T

BOND AMOUNT \$5% of amount bid

PROJECT

(Name location or address and Project number if any)

Dally is the substantial distriction of the substantial point of the substantial property of the substantial prope

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor

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

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition

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(Seal) **ELECTION OF THE PARTY OF THE P** (Tule) dicty: prescusing and the section in the property of the section o (Surety) (Seal) PROPERTY OF THE PROPERTY OF TH (Title)



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

222018

Certificate No 004165345

KNOW ALL MEN BY THESE PRESENTS That St Paul Fire and Marine Insurance Company Sr 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 Iowa, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the 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

Phyllis H Bonner William T Dalton Jr and Ricky E James

of the City of	Corinth		State of Missis	sippi	their true and lawful	l Attorney(s) un Fact
other writings ob	ligatory in the na	ture thereof on behalf of the	to sign execute seal and acks Companies in their business required or permitted in any	of guaranteeing the fidelity	of persons guaranteem	
						15th
day of		ompasses have caused this in	strument to be signed and the	ir corporate seals to be heret	o armixed this	
		Farmington Casualty Comp Fidelity and Guaranty Insu Fidelity and Guaranty Insu St Paul Fire and Marine In	irance Company irance Underwriters, Inc	Travelers Casual Travelers Casual	Insurance Company ty and Surety Company ty and Surety Compan telity and Guaranty C	ny of America
		St Paul Guardian Insuran		Omica States Fit	enty and Guaranty C	ompany
	1977	1951	SEALS	SEAL 9		1896
State of Connects City of Hartford			1	By George W T	nonpson Sensor Vice Pres	sident
On this thehimself to be the Inc St Paul Fit Company Travel	Senior Vice Present and Manne Indicate Casualty and	surance Company St Paul (Surety Company of America	2010 be: Company Fidelity and Gua- Guardian Insurance Company a, and United States Fidelity amed by signing on behalf of	/ St Paul Mercury Insuran and Guaranty Company and	idelity and Guaranty In- ce Company Travelers I that he as such being	surance Underwriters Casualty and Surety g amhorized so to do
	e reof , I hereunto s expires the 30th	et my hand and official seal day of June 2011	ACTETAR ACTUAN E A PUBLIC #	M	Marie C Tetreault Not	theoult eary Public
58440 4 09 Pri	nted in USA					

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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 Manne 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 and Vice Pres 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 filled 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 a seal by a Secretary or Assistant Secretary of (b) duly executed (under seal af 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 or. the Company in the future with respect to any bond or understanding to which it is attached

I, Kort 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 Guardiza Insurance Company St. Paul Mercury Insurance Company Travelers Casualty and Underwriters Inc. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company St. Paul Mercury Insurance Company Travelers Casualty and Surety Company 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 invital force and effect and has not been revoked.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the sense of said Companies this Sth. day of December 20 11

Kori M Johanson Assistant Secretary

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

SECTION 00400 PROPOSAL FORM

Daily Times Leader Building Renovation Phase II 227 Court Street

DATE 12-8-2011

PROJECT

PROPOSAL OF ____Hooker Construction, Inc

West Point, MS

OWNER	Clay County Board Mississippi	of Supervisors		
OWNER'S	TTISSIOSIPPI			
REPRESENTATIVE	Mrs Amy Berry Cl Clay County, Missis	_		
Having carefully examine 227 Court Street, West Po and dated November 4, 2 proposes to furnish all lab and in accordance with the	int, MS, as prepared by 2011 as well as the proor, materials and servi	PRYOR & MC emises and con ices required by	PRROW ARCHITECTS additions affecting the work the Contract Document	AND ENGINEERS, ork, the undersigned
BASE BID Th	osehundred CIS	ht thoran	h_dollars(s	308,000
ALTERNATE NO 1 Clean, prime a		_	cterior concrete block,	face brick and
	on thousans	·(DOLLARS (\$	10,000)
The Contractor shall prom in a written order from the Contractor proposes to su from the date of the notice	Architect Time of C bstantially complete th	ompletion is an	important consideration	on the project The
If written notice of the acc (30) days after the date undersigned will within fi execute and deliver a con-	of opening of the bid ve (5) days after the da	ls or any time ite of such maili	thereafter before this bing, telegraphing or deliv	d is withdrawn, the
ADDENDUM RECEIPT				
The receipt of the follows	ng Addenda to the Dra	wmgs and Spe	cifications is hereby ack	nowledged
© 2011 Pryor & Morrow A	chitects and Engineers	PΑ		Proposal 00400 -1

	O 1 DATED 12-5-11 NO OF PAGES O DATED NO OF PAGES O DATED NO OF PAGES
	by confirms that he has determined that the site is satisfactory in all respects for the work, and contract documents and is fully cognizant and is familiar with all the terms and conditions
Respectfully Sul	
Signed *	Broke books
Ву	Graden Hooker
Title	President
Address	P O Box 8, Thaxton, MS 38871
	
Certificate of Re	sponsibility Number03552-MC
*If bidder is corp all partners	oration, write State of Incorporation under signature If bidder is partnership, show names of
☑ Corporation Missis	sippi
State of Corp	poration
☐ Partnership	
Name of Par	tners
Note Bidder's (the proposal of t	Certificate of Responsibility Number is required on the outside of the envelope that contains he Bidder

© 2011 Pryor & Morrow Architects and Engineers P A

Proposal 00400 -2



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that Hooker Construction, Inc P O Box 8, Thaxton MS 38871

as Principal hereinafter called the Principal and Western Surety Company

a corporation duly organized under the laws of the State of South Dakota

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

as Obligee hereinafter called the Obligee in the sum of Five percent of amount bid

Dollars(\$5%)

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

WHEREAS the Principal has submitted a bid for Daily Times Leader Building Renovation, Phase II Clay County MS

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 8th	day of	December	2011	
Mardy Horton (Witness)	•	- {	President (Title)	(Seal)
Wendy L Baldwin	<u>'</u>	_ {	Western Surety Company (Surety) (Title) Cooper W Permenter, Attorney-In-fact	(Seal)

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

MISSISSIPPI RESIDENT AGENT

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY a South Dakota corporation is a duly organized and existing corporation having its principal office in the City of Sioux Falls and State of South Dakota and that it does by virtue of the signature and seal herein affixed hereby make constitute and appoint

Mark E Harris, Keith W Brown, W W Jones II, Joseph Madden III, Richard L Powell, Ric Stallings, Tona J Hunter, Cooper W Permenter, Individually

of Memphis TN its true and lawful Attorney(s) in Fact with full power and authority hereby conferred to sign seal and execute for and on its behalf bonds undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said. Attorney pursuant to the authority hereby given are hereby ratified and confirmed

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof-duly adopted as indicated by the shareholders of the corporation

In Witness Whereof WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 21st day of October 2011

SEAL OF ALL

WESTERN SURETY COMPANY

Paul Bruffat Senior Vice President

State of South Dakota County of Minnehaha } ss

On this 21st day of October 2011 before me personally came Paul T Bruflat to me known who being by me duly sworn did depose and say that he resides in the City of Sioux Falls. State of South Dakota, that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument, that he knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30 2012

D KRELL
NOTARY PUBLIC SOUTH DAKOTA

D Krell Nothery Public

CERTIFICATE

I, L. Nelson. Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereinite subscribed my name and affixed the seal of the said corporation this 8th day of December 2011



WESTERN SURETY COMPANY

L Nelson Assistant Secretary

Form F4280-09-06

Authorizing By Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company

Section 7 All bonds policies undertakings Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President Secretary and Assistant Secretary Treasurer or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary any Assistant Secretary or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds policies undertakings. Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

FELL BIVAK

INLENLIONATIN

SECTION 00400 PROPOSAL FORM

DATE 12/8/11	cy Bulding Company LLC
PROPOSAL OF Lega	cy Di Wing Company LLC
PROJECT	Daily Times Leader Building Renovation Phase II 227 Court Street West Point, MS
OWNER	Clay County Board of Supervisors Mississippi
OWNER'S REPRESENTATIVE	Mrs Amy Berry Chancery Clerk Clay County, Mississippi

- /

Having carefully examined the Contract Documents entitled Daily Times Leader Building Renovation Phase II, 227 Court Street. West Point. MS as prepared by PRYOR & MORROW ARCHITECTS AND ENGINEERS, and dated November 4. 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 entire work and in accordance with the Contract Documents for the sum of

BASE BID

The Hundred Soly Four Thousand None Eighty DOLLARS (\$ 264, 980 -)

ALTERNATE NO 1 Clean, prime and paint all existing exterior concrete block, face brick and stucco Clean, prime and paint all exterior woodwork

The Thousand Solven Hundred - DOLLARS (\$ 12, 700 -)

It written notice of the acceptance of the bid is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the date of opening of the bids or any time thereafter before this bid is withdrawn, the undersigned will within five (5) days after the date of such mailing, telegraphing or delivering of such notice, execute and deliver a contract in the form of agreement included in the specifications

ADDENDUM RECEIPT

The receipt of the following Addenda to the Drawings and Specifications is hereby acknowledged

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Proposal 00400 -1

ADDENDUM NO 1 DA FED 12/5/11 NO OF PAGES 5
ADDENDUM NO DATED NO OF PAGES ADDENDUM NO DATED NO OF PAGES
ADDENDUM NODATEDNO OF PAGES
The bidder hereby confirms that he has determined that the site is satisfactory in all respects for the work, and he has read the contract documents and is fully cognizant and is familiar with all the terms and conditions thereof
Respectfully Submitted
Signed * Buy Devil Compres Let
By field for 6
ov College G
Title //oneges
10 P VI
Address Y/O XXX
Statulle MS 39760
Certificate of Responsibility Number 18013 – MC
*If bidder is corporation write State of Incorporation under signature. If bidder is partnership, show names of all partners
☐ Corporation
State of Corporation
□ Partnership
Name of Partners
Note: Bidder's Certificate of Responsibility Number is accounted an the autoids of the annula of
Note Bidder's Certificate of Responsibility Number is required on the outside of the envelope that contains he proposal of the Bidder



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Legacy Building Company LLC PO Box 851 Starkville MS

as Principal hereinafter called the Principal and FCCI Insurance Group

a corporation duly organized under the laws of the State of Florida as Surety hereinafter called the Surety are held and firmly bound unto Clay County Board of Supervisors. West Point MS

as Obligee hereinafter called the Obligee 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 Daily Times Leader Building Renovation West Point MS

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 8th day of December 2011

(Witness)

(Principal)

FCCI Insurance Group (Seal (Surety)

Shannon Bowles Chandler IV Attorney-In-Fact

(Title)

Legacy Building Company_LLC

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

1

Muze



GENERAL POWER OF ATTORNEY

Know all men by these presents. That the FCCI Insurance Company a Corporation organized and existing under the laws of the State of Florida (the Corporation") does make constitute and appoint Cecil Vaughn Jimmy Gailoway Brandt Galloway Steve Swedenberg

Kyle Chandler IV, Kyle Chandler III Robin Hill Jack Campbell
Each its true and lawful Attorney-In-Fact to make execute seal and deliver for and on its behalf as surety and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$2 500 000)

\$2 500 000 00

This Power of Al resolution also authorize		nd executed by authorn by the officers of the				
In witness where officers and its corporate		rance Company has c into affixed this2	May of	esents to be si <u>Novern</u>		
AttestG W	Jacobs President	y 2 S	LANCE COA	Debra Dougla	rall Dougles	ate Secretary
FCOG	hisurance Compan		1174		I Insurance Compa	
State of Florida County of Sarasota		^i	⁴ O _B O			
Before me this o		peared G W Jacobs and who executed the				
My commission expires	9/25/2012	ARLENE CUEMAN Notery Public, State of Flo My Comm. Expires Sept, 25 No. 00826122	ricia	ari	Notary Public	
State of Florida County of Sarasota						
Before me this o		opeared Debra Doug and who executed the				
My commission expires	9/25/2012	ARLENE CUEMAN Notery Profic State of Flo My Comm Expires Sept. 25 No DD826122	rida.	are	Notary Public	
		CERTIFI	CATE			
i the undersigne foregoing Power of Attor Resolution of the Board	ney remains in fu		been revoked	and furthermo		
		D	ated this 8th	a day of	December	20 11
		_		Ollratte	Doudes	
			Ωe	bra Douglas Go	orporate Secretary	

SECTION 00400 PROPOSAL FORM

DATE December 8, 2011			
PROPOSAL OF Ralph	McKnight & Son Construction, Inc		
PROJECT	Daily Times Leader Building Renovation Phase II 227 Court Street West Point, MS		
OWNER	Clay County Board of Supervisors Mississippi		
OWNER'S REPRESENTATIVE	Mrs Amy Berry, Chancery Clerk Clay County, Mississippi		
Having carefully examined the Contract Documents entitled Daily Times Leader Building Renovation Phase II, 227 Court Street, West Point, MS, as prepared by PRYOR & MORROW ARCHITECTS AND ENGINEERS, and dated November 4, 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 entire work and in accordance with the Contract Documents for the sum of BASE BID WARDON FORM HARDON FORM DOLLARS (\$ 281, 432 0 0)			
ALTERNATE NO 1 Clean, prime and paint all existing exterior concrete block, face brick and stucco Clean, prime and paint all exterior woodwork FIFTEIN TRONGOND NEW JUNES NEWETT DOLLARS (\$ 15,990 00)			
The Contractor shall promptly commence work to be performed under this Agreement on a date to be specified in a written order from the Architect. Time of Completion is an important consideration on the project. The Contractor proposes to substantially complete the work of the base bid. Within 180 calendar days from the date of the notice to proceed			
If written notice of the acceptance of the bid is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the date of opening of the bids or any time thereafter before this bid is withdrawn, the undersigned will within five (5) days after the date of such mailing, telegraphing or delivering of such notice, execute and deliver a contract in the form of agreement included in the specifications			
ADDENDUM RECEIPT	•		
The receipt of the follows	ing Addenda to the Drawings and Specifications is hereby acknowledge.	wledged	
© 2011 Pryor & Morrow A	rchitects and Engineers, P A	Proposal 00400 -1	

	NO 1 DATED 12/5/11 NO OF PAGES 5 NO DATED NO OF PAGES NO DATED NO OF PAGES
	eby confirms that he has determined that the site is satisfactory in all respects for the work, and e contract documents and is fully cognizant and is familiar with all the terms and conditions
Respectfully S	
Signed *	Vonda Mikredo
Ву	Ralph McKnight & Son Construction, Inc
Title	Vonda McKnight, CEO, CFO
Address	PO Box 656
	Kosciusko, MS 39090
Certificate of l	Responsibility Number 02879-MC
*If bidder is co all partners	orporation, write State of Incorporation under signature If bidder is partnership, show names of
xxx Corporatio	
Mississ State of Co	
☐ Partnership	
Name of P	artners
Note Bidder's	s Certificate of Responsibility Number is required on the outside of the envelope that contains f the Bidder

BID BOND

KNOW ALL MEN BY THESE PRESENTS That we	
Ralph McKnight & Son Construction Inc	
P O Box 656 Kosciusko MS 39090	
as Principal, hereinafter called the Principal, and	
Liberty Mutual Insurance Company	
175 Berkeley Street Boston MA 02116 a corporation duly organized under the laws of the State	of MA
a co.portation any organized andor the name of the conte	
as Surety hereinafter called the Surety, are held and fire	mly bound unto
Clay County Board of Supervisors	
205 Court St 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 heirs, executors administrators successors and assign	de the said Principal and the said Surety bind ourselves our ns, jointly and severally, firmly by these presents
WHEREAS the Principal has submitted a bid for	
Daily Times Leader Building Renovation Phase II Cla	ay County, MS - P&M Project Number 2009162
contract the said Principal will, within the time require- bond to secure the performance of the terms and cond the Principal and Surety will pay unto the Obligee the	is such that if the aforesaid Principal shall be awarded the d, enter into a formal contract and give a good and sufficient litions of the contract, then this obligation to be void, otherwise difference in money between the amount of the bid of the said y contracts with another party to perform the work if the latter I liability hereunder exceed the penal sum hereof
Signed and sealed this 8th day of December	A.D 2011
•	
	Ralph McKnight & Son Construction Inc
•) (Principal) (Seal)
\mathcal{A} \mathcal{A} \mathcal{A}	1/2 1 MCV 1/2 22 212
Imasiz Mesel	BY Comba III anistr CEO, CF
(Witness)	(Title)
	Liberty Mutual Insurance Company
	(Sool)
PM\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	(Surety) (Seal)
Brody Buckley (Witness)	By Linda W Whillington
·	Linda D Whittington (Attorney-in-Fact)

Bottrell Insurance Mississippi Resident Agent This Power of Attorney limits the acts of those named herein and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan letter of credit, bank deposit, currency rate, interest rate or residual value guarantees To confirm the validity of this Power of Attorney call 610-832-8240 between 9 00 am and 4 30 pm EST on any business day

LIBERTY MUTUAL INSURANCE COMPANY **BOSTON MASSACHUSETTS POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS

That Liberty Mutual Insurance Company (the "Company") a Massachusetts stock insurance company pursuant to and by authority of the By law and Authorization hereinafter set forth does hereby name constitute and appoint, **Linda D Whittington**

its true and lawful attorney-in fact with full power and authority hereby conferred to sign execute and acknowledge at any location within the United States the following surety bond

Principal Name Ralph McKnight & Son Construction Inc

Obligee Name Clay County Board of Supervisors

LMS Surety Bond Number Bid Bond

Bond Amount See Bond Form

That this power is made and executed pursuant to and by authority of the following By-law and Authorization

ARTICLE XIII - Execution of Contracts Section 5 Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the charman or the president, and subject to such limitations as the chairman or the president may prescribe shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute seal, acknowledge and deliver as surety any and all undertakings bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact

Pursuant to Article XIII Section 5 of the By laws Garnet W Elliott, Assistant Secretary of Liberty Mutual Insurance Company is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make execute seal acknowledge and deliver as surety any and all undertakings bonds recognizances and other surety obligations

That the By law and the Authorization set forth above are true copies thereof and are now in full force and effect

IN WITNESS WHEREOF this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting Pennsylvania this 28th day of MARCH 2009

LIBERTY MUTUAL INSURANCE COMPANY mot W. Schutt

Garnet W Elliott Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA COUNTY OF MONTGOMERY

١

day of MARCH 2009 before me a Notary Public personally came Garnet W Elliott, to me known and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company that he knows the seal of said corporation and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation

IN TESTIMONY WHEREGF I have hereunto subscribed my name and affixed my notanal seal at Plymouth Meeting Pennsylvania on the day and year first above written COMMONWEALTH OF PENNSYLVANIA

Notanal Seal Teresa Pastella Notary Public Plymouth Twp Montgomery Count My Commission Expires March 28 2013 Teresa Estella Teresa Pastella Notary Public

CERTIFICATE

nber Pennsylvania Association of Notanes

I the undersigned Assistant Secretary of Liberty Mutual Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full true and correct copy is in full force and effect on the date of this certificate and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys in fact as provided in Article XIII Section 5 of the By-laws of Liberty Mutual Insurance Company

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March 1980

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds shall be valid and binding upon the company with the same force and effect as though manually affixed

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed the corporate seal of the said company this of December 2011

David M Carey Assistant Secretary

SECTION 00400 PROPOSAL FORM

DATE	12-8-2011
PROPOSAL OF	Reprock Construction LAC
PROJECT	Daily Times Leader Building Renovation Phase II 227 Court Street West Point, MS
OWNER	Clay County Board of Supervisors Mississippi
OWNER'S REPRESENTATI	VE Mrs Amy Berry, Chancery Clerk
	Clay County, Mississippi

Having carefully examined the Contract Documents entitled Daily Times Leader Building Renovation Phase II, 227 Court Street, West Point, MS, as prepared by PRYOR & MORROW ARCHITECTS AND ENGINEERS, and dated November 4, 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 entire work and in accordance with the Contract Documents for the sum of

BASE BID.

Three Nandred Seconds one three Seven handred DOLLARS (\$ 371, 723.00)

Timely the Dollard mus no tents

ALTERNATE NO 1 Clean, prime and paint all existing exterior concrete block, face brick and stucco Clean, prime and paint all exterior woodwork

ELLE through Seven handred solders and to cut DOLLARS (\$ 4.700.00)

If written notice of the acceptance of the bid is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the date of opening of the bids or any time thereafter before this bid is withdrawn, the undersigned will within five (5) days after the date of such mailing, telegraphing or delivering of such notice, execute and deliver a contract in the form of agreement included in the specifications

ADDENDUM RECEIPT

The receipt of the following Addenda to the Drawings and Specifications is hereby acknowledged

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Proposal 00400 -1

preser L

ADDENDUM NO <u>ONE</u> DATED 12.5.11 NO OF PAGES
ADDENDUM NODATEDNO OF PAGES
ADDENDUM NODATEDNO OF PAGES
The bidder hereby confirms that he has determined that the site is satisfactory in all respects for the work, and he has read the contract documents and is fully cognizant and is familiar with all the terms and conditions thereof
Respectfully Submitted
Signed *
By Fred Galloway
Title Owner
Address 219 GAILOWAY Rd
Starkuille ms 39759
Certificate of Responsibility Number 14422 mc
*If bidder is corporation, write State of Incorporation under signature If bidder is partnership, show names of all partners
□ Corporation
State of Corporation
□ Partnership \(\chi / A \)
Name of Partners
Note Bidder's Certificate of Responsibility Number is required on the outside of the envelope that contains the proposal of the Bidder

 $\hbox{@\,}2011$ Pryor & Morrow Architects and Engineers $\,P\,A\,$

Proposal 00400 -2



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that Renrock Construction, LLC

as Principal, hereinafter called the Principal and The Gray Casualty & Surety Company

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

as Surety hereinafter called the Surety, are held and firmly bound unto Clay County Board of Supervisors, 227 Court Street, West Point, MS 39773

as Obligee hereinafter called the Obligee in the sum of Five Percent amount of proposal

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 Daily Times Leader Building Renovation - Phase II

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	8th	day of	December	2011
My or Witness	alow	<u></u>	Renrock Construction, LLC	-
JANUS MCCoy	Coep	{	The Gray Casualty & Surety (Surety) (Title) Keith W Brown, Attorney	(Seal)
AIA DOCUMENT A310 BID BOND • INSTITUTE OF ARCHITECTS 1735 N		1970 ED • THE AMERICAN HINGTON DC 20006	COUNTERSIGNED	1

GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS THAT The Gray Insurance Company and The Gray Casualty & Surety Company corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie Louisiana, do hereby make, constitute, and appoint Joseph Madden III, Richard L. Powell, Mark E Harris, Keith W Brown, WW Jones II, Tona Ja Hunter, and Ric Stallings, of Memphis, Tennessee jointly or severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute seal and deliver for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, 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 of suretyship executed under this authority shall exceed the amount of \$10 000,000

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 The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June

RESOLVED, that the President, Executive Vice President, any Vice President, or the 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 is hereby authorized to attest to the execution of such Power of Attorney and to attach 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 signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached

IN WITNESS WHEREOF The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed and these presents to be signed by their authorized officers this September 12 2011

Michael T Gray President, The Gray Insurance Company and Vice President

The Gray Casualty & Surety Company

Attest

Mark S Manguno Secretary The Gray Insurance Company

The Gray Casualty & Surety Company

State of Louisiana

Parish of Jefferson

On this September 12 2011 before me, a Notary Public, personally appeared Michael T Gray President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company and Mark S Manguno Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company personally known to me being duly sworn acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of and acknowledged said instrument to be the voluntary act and deed of their companies



isa S Millar Notary Public Parish of Orleans

State of Louisiana My Commission is for Life

I Mark S Manguno Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect

IN WITNESS WHEREOF I have set my hand and affixed the seals of the Companies this

day of December



Mark S Manguno Secretary The Gray Insurance Company

The Gray Casualty & Surety Company

SECTION 00400 PROPOSAL FORM

PROPOSAL OF	moound & Jan, Inc.
PROJECT	Daily Times Leader Building Renovation Phase II 227 Court Street West Point, MS
OWNER	Clay County Board of Supervisors Mississippi
OWNER'S	
REPRESENTATIVE	Mrs Amy Berry, Chancery Clerk
	Clay County, Mississippi
227 Court Street, West Po	ed the Contract Documents entitled Daily Times Leader Building Renovation Phase II, out, MS, as prepared by PRYOR & MORROW ARCHITECTS AND ENGINEERS, 2011 as well as the premises and conditions affecting the work, the undersigned

BASE BID

Three hundred forty five thousand DOLLARS (\$ 345,000)

proposes to furnish all labor, materials and services required by the Contract Documents for the entire work

ALTERNATE NO 1 Clean, prime and paint all existing exterior concrete block, face brick and stucco Clean, prime and paint all exterior woodwork

Texthousond Eight hundred Eighty three ____ DOLLARS (\$ 10,883)

The Contractor shall promptly commence work to be performed under this Agreement on a date to be specified in a written order from the Architect. Time of Completion is an important consideration on the project. The Contractor proposes to substantially complete the work of the base bid Within _______ calendar days from the date of the notice to proceed

If written notice of the acceptance of the bid is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the date of opening of the bids or any time thereafter before this bid is withdrawn, the undersigned will within five (5) days after the date of such mailing, telegraphing or delivering of such notice, execute and deliver a contract in the form of agreement included in the specifications

ADDENDUM RECEIPT

The receipt of the following Addenda to the Drawings and Specifications is hereby acknowledged

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DATE December 8, 2011

Proposal 00400 -1

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Proposal 00400 -2



Document A310TM – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR

(Name legal status and address) Sam Oswalt & Son Inc.

P O Box 808

Starkville MS 39760

OWNER

(Name legal status and address)
Clay County Board of Supervisors

205 Court Street

West Point Ms 39773

SURETY

(Name legal status and principal place of business)

The Ohio Casualty Insurance Company

9450 Seward Road Fairfield OH 45014

Mailing Address for Notices
The Ohio Casualty Insurance Company

Attention Surety Claims Department 1001 4th Avenue Suite 1700 Seattle WA 98154 This document has important legal consequences
Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor. Surety Owner or other party shall be considered plural where applicable.

BOND AMOUNT Five percent (5%) of amount of bid-

PROJECT

(Name location or address and Project number if any)

Daily Times Leader Building Renovations Phase II 227 Court Street West Point Mississippi as per proposal

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herem. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days

If this Bond is issued in connection with a subcontractor's bid to a Contractor the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor

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

Signed and sealed this 8th

day of December

2011

(Principal)

Wuness)

The Ru

Sam Oswalt & Son Inc

(Title) Gary Oswait, President

The Ohio Casualty Insurance Company

(Surety)

(Seal)

(Title) Jame

James M Harrison Attorney-in-Fact and

(Seal)

Licensed MS Resident Agent

POWER OF ATTORNEY

THE OHIO CASUALTY INSURANCE COMPANY

Obligee Clay County Board of Supervisors

Agency Name The Insurance Mart, Inc

Agent Code 230880

Bond Number

Know All Men by These Presents THE OHIO CASUALTY INSURANCE COMPANY an Ohio Corporation pursuant to the authority granted by Article IV Section 12 of the Code of Regulations and By Laws of The Ohio Casualty Insurance Company do hereby nominate, constitute and appoint Robbie Bratcher Ladd A Bratcher James M Harrison of JACKSON, Mississippi its true and lawful agent(s) and attorney(ics)-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

Thirty Million Dollars And Zero Cents

\$30,000,000 00

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 Company as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Fairfield, OH in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorriey(ies)-in fact.

In WITNESS WHEREOF the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 12th day of July 2011



Gregory W Davenport Assistant Secretary

On this 12th day of July 2011 before the subscriber a Nosary Public of the State of Washington, in and for the County of King, duly commissioned and qualified, came. Vice President of The Ohio Casualty 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 swom deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



Notary Public in and for County of King, State of Washington My Commission expires December 9 2013

This power of attorney is granted under and by authority of Article IV Section 12 of the By Laws of The Ohio Casualty Insurance Company extracts from which read

ARTICLE IV - Officers Section 12 Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or Preside may prescribe shall appoint such attorneys in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary

Any power or authority granted to any representative or attorney in-fact under the provisions of this article may be revoked at any time by the Board the Chairman the President or by the officer or officers granting such power or authority

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company at a meeting duly called and held on the 15th day of February 2011

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall 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 do hereby certify that the foregoing power of attorney the referenced By Laws of the Company and the above resolution of their Board 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 seal of the Company this 8th day of December 2011



David M Carey Assistant Secretary

2009162 Daily Times Leader Building Renovation Phase II

SECTION 00400 PROPOSAL FORM

DATE <u>December 8</u> ,	2011
PROPOSAL OFTomb	oigbee Contractors, LLC
PROJECT	Daily Times Leader Building Renovation Phase II 227 Court Street West Point, MS
OWNER	Clay County Board of Supervisors Mississippi
OWNER'S REPRESENTATIVE	Mrs Amy Berry, Chancery Clerk Clay County, Mississippi

Having carefully examined the Contract Documents entitled Daily Times Leader Building Renovation Phase II, 227 Court Street, West Point, MS, as prepared by PRYOR & MORROW ARCHITECTS AND ENGINEERS, and dated November 4, 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 entire work and in accordance with the Contract Documents for the sum of

Two Hundred seventy five thousand vive Lundred DOLLARS (\$ 275, 900.00)

ALTERNATE NO 1 Clean, prime and paint all existing exterior concrete block, face brick and stucco. Clean, prime and paint all exterior woodwork

25,000 Twenty FM + HOUSAND DOLLARS (\$ 25,000.00)

The Contractor shall promptly commence work to be performed under this Agreement on a date to be specified in a written order from the Architect Time of Completion is an important consideration on the project. The Contractor proposes to substantially complete the work of the base bid Within _______ calendar days from the date of the notice to proceed

If written notice of the acceptance of the bid is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the date of opening of the bids or any time thereafter before this bid is withdrawn, the undersigned will within five (5) days after the date of such mailing, telegraphing or delivering of such notice, execute and deliver a contract in the form of agreement included in the specifications

ADDENDUM RECEIPT

The receipt of the following Addenda to the Drawings and Specifications is hereby acknowledged

© 2011 Pryor & Morrow Architects and Engineers, P A

Proposal 00400 -1

2009162 Daily Times Leader Building Renovation Phase II

ADDENDUM N	NO 1 DATED 12/05/11 NO OF PAGES (5) NO DATED NO OF PAGES NO DATED NO OF PAGES
	by confirms that he has determined that the site is satisfactory in all respects for the work, and contract documents and is fully cognizant and is familiar with all the terms and conditions
Respectfully Sub	pmitted () ()
Signed *	Charles Caron
Ву	Charles Eaves
Title	President
Address	619 Hwy 145 North/ P 0 Box 959
	Aberdeen, MS 39730
Certificate of Re	sponsibility Number 11621
*If bidder is corp all partners	oration, write State of Incorporation under signature If bidder is partnership, show names of
☐ Corporation	
State of Corp	poration
☐ Partnership	
Name of Part	tners
Note Bidder's C the proposal of the	Certificate of Responsibility Number is required on the outside of the envelope that contains ne Bidder

© 2011 Pryor & Morrow Architects and Engineers P A

Proposal 00400 -2

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Tombigbee Contractors LLC PO Box 959 Aberdeen MS 39730

as Principal, hereinafter called the Principal, and FCCI Insurance Group

a corporation duly organized under the laws of the State of Florida as Surety, hereinafter called the Surety are held and firmly bound unto Clay County Board of Supervisors West Point MS

), for the payment of which sum as Obligee, hereinafter called the Obligee in the sum of 5 % of Bid Dollars (\$ 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 Daily Times Leader Building, Renovation Phase II

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 8th day of December 2011

(Witness)

Shannon Bowles

Tombigbee Contractors LLC

(Pnncipal)

FCCI Insurance Group (Surety) (Seal)

Kylé Chandler IV Attorney

(Title)

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



GENERAL POWER OF ATTORNEY

Know all men by these presents That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the Corporation") does make constitute and appoint Cecil Vaughn, Jimmy Galloway, Brandt Galloway Steve Swedenberg,

Kyle Chandler, IV, Kyle Chandler, III, Robin Hill, Jack Campbell
Each its true and lawful Attorney-In-Fact to make execute seal and deliver for and on its behalf as surety and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$2,500,000)

\$2,500 000 00

This Power of Attorney is made resolution also authorized any further act		lution adopted by the Board of Directors That ecessary to effect such transaction
In witness whereof the FCCI ins officers and its corporate Seal to be here	eunto affixed this 24th day of	presents to be signed by its duly authorized Movember 20 10
Attest G W Jacobs Presider FCC Insurance Compa		Debra Douglas EVP and Corporate Secretary FCCI Insurance Company
State of Florida County of Sarasota	ŶORIO [™]	
		ersonally known to me or [] produced ocument for the purposes expressed therein
My commission expires 9/25/2012	ARLENE CUEMAN Notary Public State of Florida My Comm Expires Sapt 25, 2012 No. DD826122	Area Canonic Notary Public
State of Florida County of Sarasota		
] personally known to me or [] produced ocument for the purposes expressed therein
My commission expires 9/25/2012	ARLENE CUEMAN Notary Public State of Rofde My Comm. Expres Sept. 25 2012 No. OD826122	Notary Public
	CERTIFICATE	
	full force and has not been revoked	a Corporation DO HEREBY CERTIFY that the diand furthermore that the February 24 2011 is now in force
	Dated this 8t	th day of <u>December</u> , 2011
	- 	Delra & Douglas
		Debra Douglas Corporate Secretary

1 IONA-3592 NA-04 4/11

2009162 Daily Times Leader Building Renovation Phase II

SECTION 00400 PROPOSAL FORM

DATE <u>December 8,</u>	2011	
PROPOSAL OF <u>Weat</u>	hers Construction, Inc	
PROJECT	Daily Times Leader Building Renovation Phase II 227 Court Street West Point, MS	
OWNER	Clay County Board of Supervisors Mississippi	
OWNER'S REPRESENTATIVE	Mrs Amy Berry Chancery Clerk Clay County, Mississippi	
227 Court Street, West Por and dated November 4, 2 proposes to furnish all lab	the Contract Documents entitled Daily Times Leader Building Rent, MS as prepared by PRYOR & MORROW ARCHITECTS AN 011 as well as the premises and conditions affecting the work, or, materials and services required by the Contract Documents for Contract Documents for the sum of	DENGINEERS, the undersigned
BASE BID Hundre	Sount Eight Trosand 1881 LARS (\$ 2)	78,000.50
stucco Clean, prime ai	can, prime and paint all existing exterior concrete block, factorized paint all exterior woodwork Dollars (\$ /2	
in a written order from the	nptly commence work to be performed under this Agreement on a dee Architect. Time of Completion is an important consideration or obstantially complete the work of the base bid. Within150	the project. The
(30) days after the date undersigned will within f	ceptance of the bid is mailed telegraphed or delivered to the unders of opening of the bids or any time thereafter before this bid live (5) days after the date of such mailing, telegraphing or delivered stract in the form of agreement included in the specifications	is withdrawn the
ADDENDUM RECEIPT		
The receipt of the tollow	ing Addenda to the Drawings and Specifications is hereby ackno	wledged
© 2011 Pryoj & Mortow A	architects and Engineers P A	Proposal 00400 i

2009162 Daily Times Leader Building Renovation Phase II

ADDENDUM NO 1 DATED 12/5/11 NO OF PAGES 5 ADDENDUM NO DATED NO OF PAGES ADDENDUM NO DATED NO OF PAGES
The bidder hereby confirms that he has determined that the site is satisfactory in all respects for the work, and he has read the contract documents and is fully cognizant and is familiar with all the terms and conditions thereof
Respectfully Submitted
Signed * (Mississippi)
By <u>Stephen G. Weathers</u>
Title <u>President</u>
Address 1396 Highway 69 South
Columbus, MS 39702
Certificate of Responsibility Number08286-MC
*If bidder is corporation, write State of Incorporation under signature If bidder is partnership, show names of all partners
State of Corporation
☐ Partnership
Name of Partners
Note Bidder's Certificate of Responsibility Number is required on the outside of the envelope that contains the proposal of the Bidder

 $\ \, {\mathbb O}\,\, 2011$ Pryor & Morrow Architects and Engineers $\, P\, A \,$

Proposal 00400 -2



The Ohio Casualty Insurance Company

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS That we

Weathers Construction Inc
of 1396 Highway 69 South Columbus MS 39702
(hereinafter called the Principal) as Principal and The Ohio Casualty Insurance Company with its
principal office in the City of Fairfield. Ohio (hereinafter called the Surety) as Surety, are held and firmly bound unto
Clay County Supervisors Board Room
of 205 Court Street West Point MS 39773
(hereinafter called the Obligee) in the penal sum of
5% of Amount Bid ———————————————————————————————————
Dollars \$ 5% lawful money of the United States for the payment of which sum well and truly to be made
we bind ourselves our heirs executors administrators successors and assigns
THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated December 8 2011 for
Project Daily Times Leader Building Renovation Phase II
NOW THEREFORE if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified or if no time is specified within thirty days after the date of said award or if the Principal shall in the case of failure so to do indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void otherwise to remain in full force and virtue
Signed sealed and datedDecember 8 2011
Weathers Construction Inc
(Principal)
By Stephen G Weathers
The Ohio Casualty Iosurance Company
By Mark C/Herdy (Attorney in Fact)

POWER OF ATTORNEY

THE OHIO CASUALTY INSURANCE COMPANY

Agency Name HARDY INSURANCE

SERVICES INC

Bond Number

Agent Code 230881

Obligee Clay County Supervisors Board Room

know All Men by These Presents THE OHIO CASUALTY INSURANCE COMPANY an Ohio Corporation pursuant to the authority granted by Article IV Section 12 of the Code of Regulations and By Laws of The Ohio Casualty Insurance Company do hereby nominate constitute and appoint Cheryl A Cruse J H Hardy Mark C Hardy of COLUMBUS Mississippints true and lawful agent(s) and attorney (res) 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

Thirty Million Dollars And Zero Cents

\$30,000,000,00

excluding, however any bond(s) or undertaking(s) guaranteeing the payment of noies and interest thereon. And the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company as fully and amply to all intents and purposes as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Lairfield. OH in their nwn proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named another(ies) in fact

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 12th day of July 2011



Gregory W. Davenport - Assistant Secretary

On this 12th day of July 2011 before the subscriber a Notary Public of the State of Washington, in and for the County of King, duly commissioned and qualified came. Vice President of The Ohio Casualty 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 Company aforesaid and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation

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



Notary Public in and for County of King State of Washington My Commission expires December 9 2013

This power of attorney is granted under and by authority of Article IV Section 12 of the By Laws of The Ohio Casualty Insurance Company extracts from which read

ARTICLE IV Officers Section 12. Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may presuribe shall appoint such attorneys in fact, as may be necessary to act in behalf of the Corporation to make execute, seal, acknowledge and deliver as surely any and all undertakings bond, recognizances and other surety obligations. Such attorneys in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to find the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary

Any power or authority granted to any representative or attorney in fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company at a meeting duty called and held on the 15th day of February 2011

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds shall be valid and binding upon the company with the same force and effect as though manually affixed



1 the undersigned Assistant Secretary of The Ohio Casualty Insurance Company do hereby certify that the foregoing power of attorney the referenced By Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date IN WITNESS WHERFOF I have hereunto set my hand and the seal of the Company this 8th day of _December 2011



2009162 Daily Times Leader Building Renovation Phase II

SECTION 00400 PROPOSAL FORM

DATE <u>December 8</u>	2011	
PROPOSAL OFCO	nn Construction Co , Inc	z
PROJECT	Daily Times Leader Building Renovat 227 Court Street West Point, MS	ion Phase II
OWNER	Clay County Board of Supervisors Mississippi	
OWNERS REPRESENTATIVE	Mrs Amy Berry, Chancery Clerk Clay County Mississippi	
227 Court Street, West Po and dated November 4, 2 proposes to furnish all lab	int, MS, as prepared by PRYOR & MORE 2011 as well as the premises and condit	innes Leader Building Renovation Phase II, ROW ARCHITECTS AND ENGINEERS, tions affecting the work, the undersigned e Contract Documents for the entire work
BASE BID Three Hundred Twe	nty-Five Thouasand & 00/100	DOLLARS (\$ 325,000.00)
	ean, prime and paint all existing extend and paint all exterior woodwork	nor concrete block, face brick and
Sixteen Thousand,	One Hundred and 00/100	DOLLARS (<u>\$ 16,100,00</u>)
in a written order from th	e Architect Time of Completion is an in abstantially complete the work of the base	eder this Agreement on a date to be specified inportant consideration on the project. The bid. Within 120 calendar days
(30) days after the date undersigned will within f	of opening of the bids or any time the	or delivered to the undersigned within thirty ereafter before this bid is withdrawn, the getelegraphing or delivering of such notice, in the specifications
ADDENDUM RECEIPT	,	
The receipt of the follow	ing Addenda to the Drawings and Specif	fications is hereby acknowledged
© 2011 Pryor & Morrow A	architects and Engineers PA	Proposal 00400

2009162 Daily Times Leader Building Renovation Phase II

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Proposal 00400 -2

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Conn Construction Co inc 708 Alabama Street Columbus MS 39702

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 West Point MS

as Obligee hereinafter called the Obligee, 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 Daily Times Leader Building Renovation Phase II Clay County MS P & M Project Number: 2009162

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 8th day of December, 2011

Conn Construction Co, Inc (Principal)

(Witness)

Change Baylo

Shannon Bowles (Witness)

Conn Construction Co, Inc (Principal)

(Principal)

(Title)

Travelers Casualty and Surety Company of America (Surety)

(Seal)

Pronct (Palloway Alternay In-Eact

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

4



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 Mercurv Insurance Company Travelers Casualty and Suretv Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney In Fact No

221679

 $_{\text{Certificate No}}$ 004604927

KNOW ALL ME's BY THESE PRESENTS That St. Paul Fire and Manne 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 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 the laws of the State of lowa and that Fidelity and Guaranty Insurance Underwriters. Inc. is a corporation duly organized under the laws of the State of Wisconsi (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 William W Hilbun George P Delivorias John W Campbell and Shannon M Bowles

of the City ofColumbus	State of	Mississinni	their true and lawful Attorney(s) in Fact.
each in their separate capacity if other writings obligatory in the	more than one is named above to sign execute, s nature thereof on behalf of the Companies in the nteeing bonds and undertakings required or permi	eal and acknowledge any and all bond ir business of guaranteeing the fidelit	s recognizances conditional undertakings and y of persons guaranteeing the performance of
IN WITNESS WHEREOF the day of October	Companies have caused this instrument to be sig	ned and their corporate seals to be here	eto affixed this
	Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwrit St. Paul Fire and Marme Insurance Company St. Paul Guardian Insurance Company	Travelers Casu ers, Inc. Travelers Casu	ry Insurance Company alty and Surety Company alty and Surety Company of America Idelity and Guaranty Company
1977	1951 SE	AL SEAL STATE OF THE PROPERTY	CONT. AND THE PROPERTY
State of Connecticut City of Hartford ss		By George (1)	Thompson Senar Vice President
hunself to be the Semor Vice Pro Inc. St. Paul Fire and Marine I Company Travelers Casualty an	day of October 26 sident of Farmington Casualty Company Fidelic insurance Company St Paul Guardian Insurance d Surety Company of America and United State at for the purposes therein contained by signing of	ry and Guaranty Insurance Company is a Company St Paul Mercury Insurants as Fidelity and Guaranty Company ar	nce Company Travelers Casualty and Surety of that he as such being authorized so to do
In Witness Whereof I hereunto My Commission expires the 30th)	Marie C Tetreault Notary Public
58440 6 11Printed in U.S.A.			

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED SORDER

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 presenbe 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 hall 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 resident any Second Vice President, the Treasurer any Assistant Treasurer the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the empany 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 and 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 Secretaines 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 Kevin E Hughes the undersigned Assistant Secretary of Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters In. 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 Fideinty and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Anomey 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 8th day of December

La E. Huge



















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 parned individuals and the details of the bond to which the power is attached

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

FELL BIYAK

INLENLIONATIN

NO		

IN THE MATTER OF THE SALE OF MOBILE EQUIPMENT FOR DISTRICT 3 AND DISTRICT 5 AS AUTHORIZED BY SECTION 19-7-5 OF THE MISSISSIPPI CODE 1972

There came on this day for consideration the matter of the sale of mobile equipment for District 3 and District 5 as authorized by Section 19-7-5 of the Mississippi Code 1972

It appears that District Five has a JCB Backhoe (D5-029), Serial No 332172/24-021 that is no loner being used by Clay County and should be sold at auction on the Courthouse steps, and District Three has a Ford Truck (D3047), Serial No 1FTEF15N2TNA18070 that is no longer being used and should be sold at auction on the Courthouse steps

After motion by Mr Horton and Second by Mr Lummus this Board doth vote unanimously to sell the said mobile equipment at auction at 10 A M on Thursday, January 5th, 2012 at the Clay County Courthouse according to Section 19-7-5 of the Mississippi Code, 1972 This Board further orders that the Clerk post this notice at three public places as statue requires

So ordered this the 8th day of December, 2011

ORDER OF THE BOARD OF SUPERVISORS OF ____CLAY COUNTY AUTHORIZING THE TRANSFER OF ADDITIONAL STATE AID FUNDS TO COMPLETE PROJECT NO __STP-0013(47)BO____

WITCHEAG ALL COLL HOLD LEGGED AND ALL COLL HOLD LEGGED
WHEREAS, the project fund originally established for the above project by the Board of
Supervisors of <u>Clay</u> County has been determined to be insufficient to cover the cost of the
work,
NOW THEREFORE, it is ordered by the Board of Supervisors ofClay
County, that the State Aid Engineer be and he is hereby authorized to transfer the sum of
\$10,000 00 fromClayCounty's State Aid Fund to the State Highway Fund to effect
such advance credit transfer as is necessary for completion of the above project
IT IS FURTHER ORDERED that the Clerk of this Board send the State Aid Engineer a
certified copy of this order President, Board of Supervisors
Clay County, Mississippi
This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of County, Mississippi, entered into the minutes of the said Board of Supervisors, Minute Book No, Page No ame having been adopted at a meeting of said Board of Supervisors on the day of
2011
Clerk of the Board of Supervisors
Clay County, Mississippi

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

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

It appears to this Board that interest has been earned in the payroll clearing checking account in the amount of \$7.77 and in the insurance clearing checking account in the amount of \$10.61 and should be transferred to the General County Fund

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

SO ORDERED, this the 8th day of December, 2011

There came on this day for consideration the matter of an inter fund loan of \$ 15,114 58
from fund #001, General Fund to fund # 097, E911 Fund
It appears to this Board that an inter fund loan should be made to E911 Fund in order for
the said fund to not be overdrawn from the month of November 2011
Therefore, after motion by M. Deans and seconded by M. W. , this board doth vote unanimously to loan \$15,114 58 from fund #001, General County Fund to fund # 097, E911 Fund
SO ORDERED, this the 8 th day of December, 2011
President

There came on this day for consideration the matter of an inter fund loan of \$5,093 08 from fund #013, Utilization Fund to fund #112, Drug Court AOC Grant Fund

It appears to this Board that an inter fund loan should be made to fund #112, Drug Court AOC Grant Fund in the amount of \$5,093 08 in anticipation of reimbursement from the AOC Grant and so the said fund will not be overdrawn for the month of November 2011

Therefore, after motion by ______ and seconded by ______ and seconded by ______ thus Board doth vote unanimously to loan \$ 5,093 08 from fund #013, Utilization Fund to fund #112, Drug Court AOC Fund

SO ORDERED, this the 8th day of December, 2011

There came on this day for consideration the matter of an inter fund loan of \$ 7,810 78 from fund #114, Volunteer Fire Fund to fund #116, Volunteer Fire Insurance Rebate Monies Fund

It appears to this Board that two claims were paid on November 10, 2011 from fund #116, Volunteer Fire Insurance Rebate Monies for debt service payments for volunteer fire services. Additionally, until the annual volunteer fire insurance rebate monies are received from the State of Mississippi fund#114, Volunteer Fire Fund should loan said funds to fund #116, Volunteer Fire Insurance Rebate Monies Fund

	Therefore,	after	motion	bу	M-	Lu	<i>Mumuu</i> unanimously		and	seconde	d by
	$M \cdot \omega$	ean	W,	this]	Board doth	vote	unanımously	to	loan	\$7,810 78	from
fund #1	l 14, Volunte	er Fire	Fund to	fund #	#116, Volum	teer F	ire Insurance	Reb	ate M	Ionies Fun	d
	SO ORDEF	RED, thi	is the 8 th	day o	of December	2011					

IN THE MATTER OF TRANSFERRING FUNDS FROM THE UTILIZATION FUND TO THE CLAY COUNTY/PHEBA AGRICULTRUAL HIGH SCHOOL GRANT FUND

There came on this day for consideration the matter of transferring \$ 7,501 80 from fund #013, Utilization Fund to fund # 132, Clay County/Pheba Agricultural High School Grant Fund

It appears to this Board one claim was approved to be paid to Legacy Building Company, LLC for services rendered to the Clay County/Pheba Agricultural High School Building Additionally, until the Ms Department of Archives and History Grant reimburses the county for the said expenditure, fund #013, Utilization Fund should loan to fund #132, Clay County/Pheba Agricultural High School \$7,501 80 in order for the said fund to not be overdrawn

Therefore, after motion by M. Lumnuv and second by M. Colombo , this Board doth vote unanimously for the inter fund loan as referenced to above to be made to the said fund

SO ORDERED this the 8th day of December, 2011

IN THE MATTER OF TRANSFERRING CERTAIN FUNDS IN CLAY COUNTY, MISSISSIPPI

There came on this day for consideration the matter of transferring \$ 24,326 27 to fund #210, Ellis Clinic & Jail Renovation Note Fund from fund #110, Tom Soya Grain Fund

It appears to this Board that \$24,326 27 needs to be transferred to fund #210, Ellis Clinic & Jail Renovation Note Fund in order for the annual Note payment to Trustmark National Bank to be paid and the said fund to not be overdrawn as of 11/30/2011

Since the transfer was budgeted in the 2011 budget, after motion by Mc Olano and seconded by M. Junno, this Board doth vote unanimously to transfer \$24,326 27 to fund #210, Ellis Clinic & Jail Renovation Note Fund from fund #110, Tom Soya Grain Fund

SO ORDERED, this the 8th day of December, 2011

	Presiden	t	

There came on this day for consideration the matter of an inter fund loan of \$8,149 57 from fund #013, Utilization Fund to fund # 097, E911 Fund

It appears to this Board that an inter fund loan should be made to E911 Fund in order for the said fund to not be overdrawn for the month of October 2011

Therefore, after motion by <u>M. Lummur</u> and seconded by <u>M. Dlanur</u>, this Board doth vote unanimously to loan \$ 8,149 57 from fund #013, Utilization Fund to fund #097, E911 Fund

SO ORDERED, this the 10th day of November, 2011

There came on this day for consideration the matter of an inter fund loan of \$
36,453 01 from fund #218, Reappraisal 2008 Notes Fund to fund # 018, TVA Special
Fund
It appears to this Board the annual note payment for fund #218, Reappraisal 2008
Notes Funds to Cadence Bank was paid on 11/10/2011 Additionally, in order for the
said fund not be overdrawn as of 11/30/2011, an inter fund loan should be made from
fund #018, TVA Special Therefore, after motion by M. Lummum and seconded by M. Dlaul, this Board doth vote unanimously to loan \$ 36,453 01 from
fund #018, TVA Special Fund to fund #218, Reappraisal 2008 Notes Fund
SO ORDERED, this the 8th day of December, 2011

There came on this day for consideration the matter of an inter fund loan of \$ 47,432 37 from fund #151, District 1 Road Fund to fund # 221, District 1 Road B & I 1997 Fund

It appears to this Board the annual note payment for fund #221, District 1 Road B & I 1997 Fund was paid to Renasant Bank on 11/10/2011 Additionally, in order for the said fund not be overdrawn as of 11/30/2011, an inter fund loan should be made from fund #151, District 1 Road Fund

SO ORDERED, this the 8th day of December, 2011

There came on this day for consideration the matter of an inter fund loan of \$ 30,377 59 from fund #152, District 2 Road Fund to fund # 231, District 2 Road B & I 2001 Fund

It appears to this Board the annual note payment for fund #231, District 2 Road B & I 2001 Fund was paid to Trustmark National Bank on 11/10/2011 Additionally, in order for the said fund not be overdrawn as of 11/30/2011, an inter fund loan should be made from fund #152, District 2 Road Fund

Therefore, after motion by _______ and seconded by _______, this Board doth vote unanimously to loan \$ 30,377 59 from fund #152, District 2 Road Fund to fund #231, District 2 Road B & I 2001 Fund

SO ORDERED, this the 8th day of December, 2011

There came on this day for consideration the matter of an inter fund loan of \$ 20,611 21 from fund #154, District 4 Road Fund to fund # 233, District 4 Road B & I 2000 Fund

It appears to this Board the annual note payment for fund #233, District 4 Road B & I 2000 Fund was paid to First Security Bank on 11/10/2011 Additionally, in order for the said fund not be overdrawn as of 11/30/2011, an inter fund loan should be made from fund #154, District 4 Road Fund

Therefore, after motion by M. Deares and seconded by M. Louis and seconded by this Board doth vote unanimously to loan \$ 20,611 21 from fund #154, District 4 Road Fund to fund #233, District 4 Road B & I 2000 Fund

SO ORDERED, this the 8th day of December, 2011

NO		

IN THE MATTER OF CLOSING THE COURTHOUSE AT 4 00 P.M THURSDAY, DECEMBER 15, 2011 TO ATTEND THE RETIREMENT RECEPTION OF CHANCERY CLERK HARMON A. ROBINSON

There came on this day for consideration the matter of closing the Courthouse at 4.00 p.m. Thursday, December 15, 2011 to attend the retirement reception of Chancery Clerk Harmon A Robinson

After motion by Mr McKee and second by Mr Lummus this Board doth vote unanimously to close the Clay County Mississippi Courthouse at 4 00 p.m. on December 15, 2011

So ordered this the 8th day of December, 2011

President

This Board doth recess until 9 A.M on December 22, 2011