

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 9th day of January, 2014, at 9 00 a m , and present were Lynn Horton, Luke Lummus, R. B Davis, Shelton Deanes, and Floyd McKee, President Also present were Amy G Berry, Clerk of the Board, Robert B Marshall, Jr , Board Attorney, and Eddie Scott, Deputy Sheriff, when and where the following proceedings were as determined to wit,

NO _____

**IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE
BOARD OF SUPERVISORS MEETING HELD ON JANUARY 9, 2014**


There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on January 9, 2014

It appears to this Board there are additional items which need to be added to the agenda for further consideration and discussion by this Board, as follows

- Shelton Deanes regarding pay raise for Supervisors
- Luke Lummus request to go into Executive Session regarding a personnel issue

After motion by Shelton Deanes and second by R. B Davis the Board doth vote unanimously for such agenda to be adopted and for the additional items listed above to be added to the agenda and for the agenda to be approved as amended

SO ORDERED this the 9th day of January, 2014



President

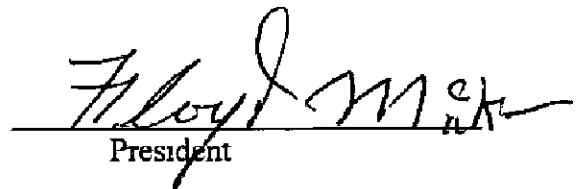
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**IN THE MATTER OF APPROVING THE UTILITY RELOCATION ON
YOKOHAMA BLVD WITH THE CITY OF WEST POINT**

There came on this day for consideration the matter of approving the utility relocation on Yokohama BLVD with the City of West Point

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize to approve the relocation of utility lines and sewer lines with the City of West Point in order for Yokohama Blvd to be constructed, as attached hereto as Exhibit A

SO ORDERED this the 9th day of January, 2014


President



January 2, 2014

THE CITY OF WEST POINT

MISSISSIPPI
CLAY COUNTY
WEST POINT
MISSISSIPPI
www.wpnet.org

HARMON A. ROBBIE
ROBINSON

SE - 15

LINDA HANNAH
WILLIAM BINDER
JIMMY CLARK
KEITH MCBRAYER
GARY DEDEAUX

Shelton Deanes President
Clay County Board of Supervisors
Clay County, Mississippi
C/O Robert L. Calvert County Engineer
P O Drawer 1078
301 Highway 45A North
West Point MS 39773
(662) 494-7101
(rlcalvert@bellsouth.net)

Attention Robert L. Calvert County Engineer

RE Yokohama Boulevard - Clay County Board of Supervisors & City of West Point - Pipeline Relocation

Ladies and Gentlemen

Per your request City of West Point (City) will relocate its pipeline located in Clay County Mississippi (the County) as necessary to accommodate the construction of the above-referenced project (the Project)

Relocation of said pipeline will require City to perform, or cause to be performed, certain activities, including without limitation, engineering design and construction activities necessary to relocate said pipeline (collectively the "Work"). City has retained or will retain 4-D Construction Inc (the "Contractor") to perform the Work, as described and pursuant to the plans and specifications for the sewer force main relocation dated November 18, 2013 from the Contractor to City (the "Bid Tabulation" a copy of which is attached hereto as Exhibit 'A'). The estimated costs associated with performing the Work are \$40,988.00 (the "Reimbursement Amount") as detailed in the Bid Tabulation. Notwithstanding the Reimbursement Amount, the County hereby agrees that it shall reimburse City for the total actual costs reasonably incurred by City for the Work required to relocate the pipeline as necessary to accommodate the construction of the Project (the Actual Costs).

The County shall, following receipt from City of an invoice(s) for the Actual Costs paid to date by City for the Work, promptly pay to and reimburse City such Actual Costs. Payment shall be made by check or wire transfer to the bank account of City of West Point as set forth below:

City of West Point
Cadence Bank
107 Commerce Street West Point MS 39773
Wire transfer Number - 084201443
CITY Bank Account Number - 3525003

If you are in agreement with the terms of this reimbursement letter please indicate your approval by signing in the signature block below and returning an original to the attention of Harmon A. Robinson, Mayor, City of West Point, P O Box 1117, West Point MS 39773 Your cooperation and understanding in this matter is greatly appreciated

Respectfully,



Harmon A. Robinson, Mayor
City of West Point
P O Box 1117
West Point Mississippi 39773
662 494 2573

Agreed To and Accepted This 9th Day of January 2014

Clay County Board of Supervisors

Name Shelton Deanes

Print Name Shelton Deanes
Title Board President

EXHIBIT "A"

**City of West Point Bid Tabulation
Sewer Force Main Relocation**

(see attached)

BID TABULATION
CITY OF WEST POINT
SEWER FORCE MAIN RELOCATION
MONDAY, DECEMBER 30, 2013 AT 10 00 A M
CSE# 213055

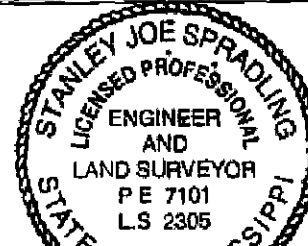
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BASE BID				4-D Construction, Inc.		Thweatt Construction, Inc		Moody Construction Co , Inc		KAJACS Contractors, Inc		Eubank Construction Co , Inc		Perma Coporation	
ITEM	DESCRIPTION	Est Quan	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	4" PVC Mam (SDR 21, PR 200)	200	L F	5 00	\$ 1,000 00	34 92	\$ 6,984 00	12 00	\$ 2,400 00	15 00	\$ 3,000 00	12 00	\$ 2,400 00	16 00	\$ 3,200 00
2	6" HDPE Directional Bore PE4710 DR11 (IPS)	350	L F	48 00	\$ 16,800 00	54 53	\$ 19,085 50	55 00	\$ 19,250 00	50 00	\$ 17,500 00	35 00	\$ 12,250 00	75 00	\$ 26,250 00
3	6" HDPE PE4710 DR11 (IPS)	50	L F	32 00	\$ 1,600 00	37 00	\$ 1,850 00	25 00	\$ 1,250 00	17 00	\$ 850 00	20 00	\$ 1,000 00	30 00	\$ 1,500 00
4	12" Steel Casing (B&J) w/ 6"-160' PE4710 DR11 HDPE IPS Carrier Pipe (In Casing)	140	L F	110 00	\$ 15,400 00	107 10	\$ 14,994 00	135 00	\$ 18,900 00	190 00	\$ 26,600 00	225 00	\$ 31,500 00	172 00	\$ 24,080 00
5	4" Gate Valve and Box	2	Each	600 00	\$ 1,200 00	856 00	\$ 1,712 00	740 00	\$ 1,480 00	800 00	\$ 1,600 00	1,000 00	\$ 2,000 00	1,200 00	\$ 2,400 00
6	Connect to Existing Forcemain with 4' WYE	2	Each	560 00	\$ 1,120 00	730 00	\$ 1,460 00	1,500 00	\$ 3,000 00	1,000 00	\$ 2,000 00	2,000 00	\$ 4,000 00	4,600 00	\$ 9,200 00
7	APCO 1" #401 SAVV Sewage Comb Air Valve with Quick Connect Couplings And 5' Hose	1	Each	1,850 00	\$ 1,850 00	1,539 00	\$ 1,539 00	2,500 00	\$ 2,500 00	4,000 00	\$ 4,000 00	4,000 00	\$ 4,000 00	3,000 00	\$ 3,000 00
8	Erosion Control	250	L F	1 00	\$ 250 00	3 10	\$ 775 00	3 00	\$ 750 00	2 00	\$ 500 00	2 00	\$ 500 00	5 00	\$ 1,250 00
9	Fittings	221	LBS	8 00	\$ 1,768 00	5 02	\$ 1,109 42	15 00	\$ 3,315 00	5 00	\$ 1,105 00	12 00	\$ 2,652 00	10 00	\$ 2 210 00
TOTAL BASE BID					\$40,988 00		\$49,508 92		\$52,845 00		\$57,155 00		\$60,302 00		\$73,090 00

ALTERNATE NO 1

1	12" Steel Casing (O C) w/ 6"-160' PE4710 DR11 HDPE IPS Carrier Pipe (In Casing)	140	L F	85 00	\$ 11,900 00	88 60	\$ 12,404 00	150 00	\$ 21,000 00	100 00	\$ 14,000 00	200 00	\$ 28,000 00	110 00	\$ 15,400 00
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This is a true and correct tabulation of the bids for the City of West Point as received by the Mayor and Clerk on December 30, 2013 at 10 00 a m at which time said bids were opened and read aloud by me



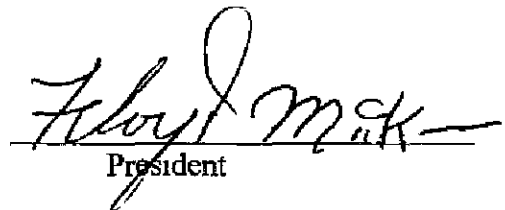
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**IN THE MATTER OF APPROVING THE LETTER OF AGREEMENT FOR USE
AND OCCUPANCY FOR THE UTILITY RELOCATION**

There came on this day for consideration the matter of approving the letter of agreement for use and occupancy for the utility relocation

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to approve the letter of agreement for use and occupancy for the Utility Relocation as attached hereto as Exhibit A

SO ORDERED this the 9th day of January, 2014


President

PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT
FOR THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY
WITHIN COUNTY ROAD RIGHT-OF-WAY

PROJECT NO DECD-0013(51)B COUNTY CLAY

UTILITY NAME CITY OF WEST POINT

BY RANDY JONES, CHIEF ADMINISTRATIVE OFFICER
(Name & Company Title)

ADDRESS P O BOX 1117, WEST POINT, MISSISSIPPI 39773, herein called APPLICANT,

proposes to construct SEWER FORCE MAIN RELOCATION
(Type of Facility)

along or across HIGHWAY 45 ALT AND YOKOHAMA BOULEVARD Road, said facility to be
(Name of Road)

installed between Station No _____ and Station No _____ and within the road
right-of-way, and hereby makes application to the County for the construction permit Attached hereto are
drawings or plans for the construction, which will not be changed or altered without approval of the Board of
Supervisors, or its authorized representative

WHEREAS, the Legislature of Mississippi has heretofore granted to the Applicant the right to locate its
facilities upon, across, under, over and along public roads and streets within the State of Mississippi, Applicant
agrees to comply with applicable provisions of S O P No SA II-2-8, Policy for the Accommodation of Utility
Facilities within the Rights-of-Way of County Federal Aid and State Aid Roads (hereinafter referred to as the
'Policy'), promulgated by the State Aid Engineer and dated July 1, 2005, and which is hereby made a part of this
Application Agreement, and agrees to perform the construction according to the applicable industry code and
according to the plans and specifications for the project

The Applicant shall be responsible for future maintenance and repair of the facilities The Applicant shall
make future adjustments in, or relocate, the facilities located within the road right-of-way when required for road
widening, construction or maintenance, and its right to reimbursement of its costs shall be in accordance with State
Laws affecting County roads in effect at the time such adjustment or relocation is made Further, any
maintenance, repair, or construction shall be done in such a manner as to occasion no unreasonable interference
with the normal flow and safety of traffic

A general description of the size, type, nature, and extent of the Utility work to be done is as follows

SEE ATTACHED PLAN SHEET 4

The Applicant understands and agrees that, except as herein granted, no right, title, claim, or easement to said road right-of-way is granted by the issuance of this permit and that if this Utility Facility is not placed within the allowable horizontal and vertical limits as listed in the general provisions of the Policy, it will be adjusted to comply with same without cost to the County, unless the variance from the Policy has been approved by the granting of the Permit pursuant to this Application

CLAY County agrees to the following stipulations

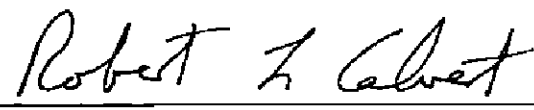
- (1) To cooperate with the Utility Company in every way to avoid conflicts in the location, construction, and maintenance of the County road and Utility Facility
- (2) To pursue any and all legal means to see that Policy Standards, except to the extent of any variance shown on the plans filed herewith and approved, are complied with in the facility installation
- (3) If the County/LSBP Engineer or other authorized representative of the Board of Supervisors approved the drawings, sketches, and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this Application, and the Applicant may proceed with the installation, if the drawings, sketches, and plans are not approved, he shall promptly notify the Applicant, and advise him of the reason or reasons. He will also act as the duly appointed representative of the Board of Supervisors and will give his approval to the completed work as being in compliance with the location and standards shown in the Policy and in this Agreement for the installation
- (4) That all joint road construction and utility adjustment or relocation operations will comply with the requirements of Section S-105 06 and Section S-107 18, Mississippi Standard Specifications for State Aid Road and Bridge Construction, 2004 edition (or current edition)
- (5) Should any terms or provision of this Agreement conflict with the Laws of the State of Mississippi, or the United States, or impair or deny to the Applicant or the County any right protected thereby, it shall be deemed amended to conform to said Laws

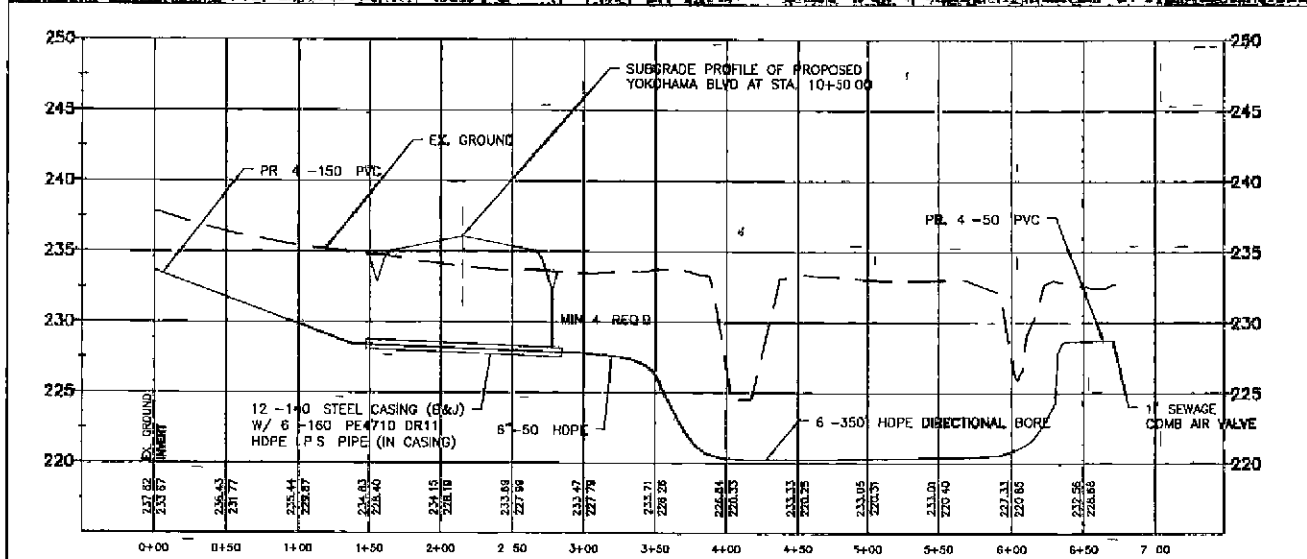
WITNESS THE SIGNATURE OF THE APPLICANT this the 8th day of January, 2014

By 
RANDY JONES

Title CHIEF ADMINISTRATIVE OFFICER

AGREED TO AND APPROVED BY ORDER OF THE Clay
COUNTY BOARD OF SUPERVISORS this the 9TH day of January,
2014

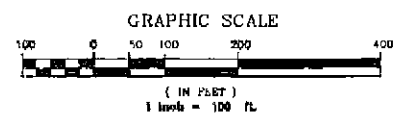
By 
County/LSBP Engineer



PROJECT TOTAL		
NO	DESCRIPTION OF ITEM (BASE BID)	QUANTITY
1	4 PVC MAIN (PR 200 SDR 21)	200 LF
2	6" HDPE DIRECTIONAL BORE PE4710 DR11 (IPS)	350 LF
3	6 HDPE PE4710 DR11 (IPS)	50 LF
4	12 STEEL CASING (B&J) W/ 6 -160 PE4710 DR11 HDPE IPS PIPE (IN CASING)	140 LF
5	4 GATE VALVE AND BOX	2 EACH
6	CONNECT TO EX 4 FORCEMAIN WITH 4 WYE	2 EACH
7	APCO 1 #401 SAWW SEWAGE COMB AIR VALVE WITH QUICK CONNECT COUPLINGS AND 5 HOSE	1 EACH
8	EROSION CONTROL	250 LF
9	FITTINGS	221 LBS

PROJECT TOTAL		
NO	DESCRIPTION OF ITEM (ALT BID)	QUANTITY
1	12 STEEL CASING (OC) W/ 6 -160 PE4710 DR11 HDPE IPS PIPE (IN CASING)	140 LF

LEGEND	
EXISTING FORCE MAIN	— OF — OF —
PROPOSED FORCE MAIN	— P — PF —
EXISTING GAS LINE	— GAS —
EXISTING UTILITY LINE	— U —

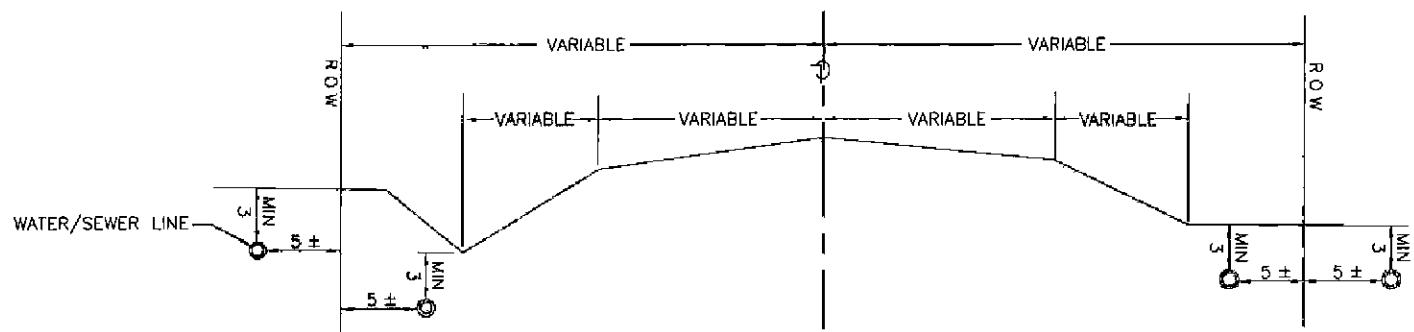
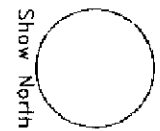


1	12 23 13	REVISE CITY OF HOME DR. BORE AND HOME ADDED	SE	TM
NO.	DATE	DESCRIPTION	BY	CHK
ALBERT SPRADLING ENGINEERS, INC. Civil Engineering P.O. Box 1079 Phone (662) 484-101 W.P.L.L. Milled (907) 70773			LAYOUT DETAIL	
CITY OF WEST POINT CLAY COUNTY MS			DESIGNED/SURVEYED BY	SHEET
			DRAWN BY SE	NO
			CHECKED BY GUL	4
			DATE 1 19 2013	

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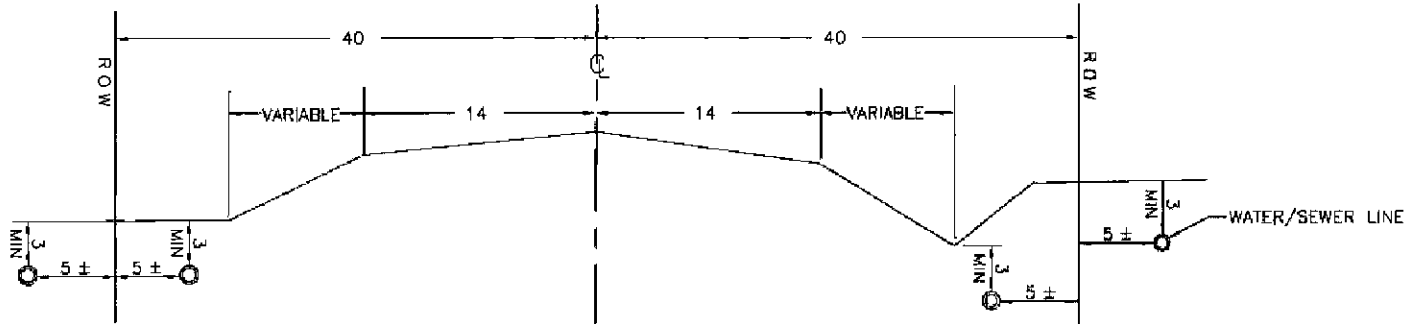
Sheet No. _____ of _____
Permit No. _____

REVISIONS			
APPLICANT	BY	DATE	DATE



PARALLEL LOCATION - STATE AID ROADS
WATER & SEWER LINES

NO SCALE



PARALLEL LOCATION - STATE AID ROADS
WATER & SEWER LINES

NO SCALE

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NO _____

**IN THE MATTER OF APPROVING MS STATE AID TO ADD ADDITIONAL
FUNDS TO THE ELMORE BRIDGE PROJECT**

There came on this day for consideration the matter of approving MS State Aid to add additional funds to the Elmore Bridge Project

After motion by R B Davis and second by Shelton Deanes this Board doth vote unanimously for MS State Aid to add more funds to the Elmore Bridge Project, as attached hereto as Exhibit A

SO ORDERED this the 9th day of January, 2014



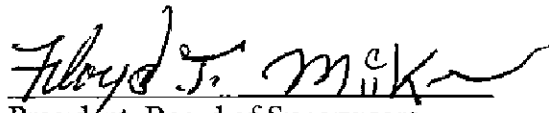
President

ORDER OF THE BOARD OF SUPERVISORS OF CLAY
COUNTY AUTHORIZING THE TRANSFER OF ADDITIONAL STATE
AID FUNDS TO COMPLETE PROJECT NO BR-0013(49)BO

WHEREAS, the project fund originally established for the above project by the Board of Supervisors of Clay County has been determined to be insufficient to cover the cost of the work


NOW THEREFORE, it is ordered by the Board of Supervisors of Clay County, that the State Aid Engineer be and he is hereby authorized to transfer the sum of \$10,000 00 from Clay County'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 Clay County, Mississippi, entered into the minutes of the said Board of Supervisors, Minute Book No _____, Page _____, No _____, same having been adopted at a meeting of said Board of Supervisors on the 5th day of May, 2011



Clerk of the Board of Supervisors
Clay County, Mississippi


NO _____

**IN THE MATTER OF APPROVING AND AUTHORIZING THE PRESIDENT
TO EXECUTE THE 2014 DIGITAL ORTHOPHOTO AGREEMENT WITH SURDEX
CORPORATION**

There came on this day for consideration the matter of approving and authorizing the President to execute the 2014 Digital Orthophoto Agreement with Surdex Corporation

After motion by Lukē Lummus and second by Shelton Deanes this Board doth vote unanimously to execute the 2014 Digital Orthophoto Agreement with Surdex Corporation, as attached hereto as Exhibit A, in the amount of \$14,984 00

SO ORDERED this the 9th day of January, 2014



President

2014 DIGITAL ORTHOPHOTO AGREEMENT

THIS AGREEMENT, made this 9th day of ~~December, 2013~~ ^{January 2014}, by and between BOARD OF SUPERVISORS OF Clay County, MS hereinafter referred to as the "County", and Surdex Corporation, whose principal office is at 520 Spirit of St Louis Blvd, Chesterfield, MO 63005, hereinafter referred to as the "Consultant"

WITNESSETH THAT

WHEREAS, the **County** desires to engage the **Consultant** to render certain professional services and deliver certain materials hereinafter described, and

WHEREAS, the **Consultant** represents that it is qualified, willing and able to provide the professional services and deliver the requested materials to the **County** according to the **County's** specifications and the terms of this Agreement, it is therefore agreed and understood that

I SCOPE OF AGREEMENT

It is the **County's** desire to have the **Consultant** perform aerial imagery and provide digital orthophotos for the entirety of Clay County. The detailed scope of work and deliverables to be provided under this contract are described within the RFP, proposal documents and selection process of the twenty MS County consortium entitled NE-MS-2014. All of these RFP/Proposal documents are bound herem as an integral part of this **Contract** as Exhibits A-1 through A-5. These are listed below in order of priority in the event of any inconsistent or contradictory provisions.

A-1 This contract document executed this 9th day of ~~December, 2013~~ ^{January, 2014}

A-2 The **Consultant's** response to NE-MS-2014 technical and administrative questions dated November 22, 2013

A-3 NE-MS-2014 response to bidder's questions dated October 30, 2013

A-4 The **Consultant's** proposal dated November 12, 2013

A-5 The NE-MS-2014 Request for proposals (RFP) dated October 16, 2013

All required tasks shall be completed in full and all required data and reports shall be delivered by the **Consultant** to the **County** no later than November 18, 2014. Digital orthophotos shall be completed by the end of September 2014 with the 30 day period until October 31, 2014 set aside for final QA/QC and project wrap-up. All documents, source documents, databases, indexes, digital images, digital data, reports, etc. collected and/or used by the **Consultant** in the development of this project shall be the exclusive property of Clay County, and the **Consultant** shall not distribute, sell or loan any of these materials to any other party without full disclosure and *written consent* of the County Board of Supervisors. All materials and data used in the Orthophotography and GIS data development and processing will be delivered back to the **County** at the project completion. It is anticipated that the total fee to be paid by the County to the **Consultant** for this contract will be a Firm Fixed Price of \$14,984.00 as outlined and described in contract Exhibit "C". Map accuracy shall be defined as ASPRS Class I.

Work shall be completed by the **Consultant** in the following summarized Phases, all of which are described in greater detail within Contract Exhibits A-2 through A-5

- A **Phase I** The Consultant shall acquire approximate 12 inch pixel digital imagery of the entirety of Clay County with a raw exploitation Ground Sampling Distance (GSD) of slightly less than 12 inches using a Leica ADS100 digital sensor. Four bands (each band at 16 bit depth) shall be captured as RGB and NIR. Aerial imagery shall be captured to an extent such that all County tax maps have full coverage and imagery capture that enables 1"=200' Orthophoto imagery development at least 800 feet beyond all adjacent County borders, including those that are a part of the NE-MS-2014 consortium. The flight plan for this imagery capture is attached as Exhibit B-1. Imagery acquisition must be completed in full prior to objectionable deciduous vegetation leafing in the 2014 flight season, and no later than March 21, 2014. Imagery acquisition shall incorporate Airborne GPS (Multi-base solution) and IMU technologies with a report of results provided as a brief narrative and excel spreadsheet of exposure center and attitude results. No individual flight line shall exceed 50 miles in continuously flown length.
- B **Phase II** The Consultant shall acquire approximate 6 inch digital imagery of the developed Towns of Clay County with a raw exploitation Ground Sampling Distance (GSD) of slightly less than 6 inches using a Leica ADS100 digital sensor. Four bands (each band at 16 bit depth) shall be captured as RGB and NIR. Aerial imagery shall be captured to an extent such that all existing 1'=100' town tax maps have full coverage and imagery capture that enables 1'=100' Orthophoto imagery development at least 300 feet beyond all town map borders. The flight plan for this imagery capture is attached as Exhibit B-2. Imagery acquisition must be completed in full prior to objectionable deciduous vegetation leafing in the 2013 flight season, and no later than March 21, 2014. Imagery acquisition shall incorporate Airborne GPS (multiple base solution) and IMU technologies with a report of results provided as a brief narrative and excel spreadsheet of exposure center and attitude results. No individual flight line shall exceed 50 miles in continuously flown length.
- C **Phase III** The Consultant shall provide and utilize pre-paneled or photo ID (PID) ground control points as laid out within Section 7.2.2 of the Consultant's proposal (Exhibit A-4) using the ASPRS Class I accuracy map option.
- D **Phase IV** The Consultant shall perform an aero-triangulation (AT) adjustment of all blocks of digital imagery using the ground control points, ABGPS and IMU data as weighted control with a report of results provided as a brief narrative and excel spreadsheet of coordinates, elevations, residuals and statistics. Selected ground control points shall be used as blind check points with residuals calculated and reported. These check points may then be rolled into the final adjustment as primary control.
- E **Phase V** The Consultant shall develop a Digital Elevation Model (DEM) suitable to scale and precision to produce digital orthophotos at scales of 1'=100' and 1"=200' at ASPRS Class I accuracy from the digital imagery and AT described in previous Phases and contract Exhibits. This DEM may be developed from existing datasets, auto-correlation from the imagery, existing LiDAR data, stereo compilation or a combination of these methods. The final DEM utilized for Orthophoto rectification shall be delivered to the County as an x,y,z ascii file which can be processed to a geodatabase or shapefile.

F Phase VI The **Consultant** shall produce and deliver a County-wide dataset of 1"=200' digital orthophotos having a 12 inch pixel ground resolution. The 16 bit per channel four band digital imagery shall be retained through at least the initial raw exploitation image processing and color balance, with 8 bit imagery output at the end of the process for delivery to the **County**. The orthophoto imagery must be delivered as 5,000' by 5000' tiles with imagery extending at least 800 feet beyond all county borders as described in Phase I, above. The **Consultant** shall produce and deliver a town map dataset of 1"=100' digital orthophotos having a 6 inch pixel ground resolution. The 16 bit per channel four band digital imagery shall be retained through at least the initial raw exploitation image processing and color balance with 8 bit imagery output at the end of the process for delivery to the **County**. The town orthophoto imagery must be delivered as either 2500' by 2500' or 5,000' by 5,000' tiles with imagery extending at least 300 feet beyond all town borders as described in Phase I, above. All final map data must meet ASPRS Class I accuracy standards.

II COMMENCEMENT AND PROSECUTION OF WORK

Work done by the **Consultant** will commence immediately upon receipt of authorization to proceed, with all required contract work to be completed in full, approved and accepted by the **County** no later than October 31, 2014. It is expected that both parties will carry out their respective responsibilities as diligently and expeditiously as possible. However, in the event that unforeseen circumstances arise that may delay the timely completion of any part of the project, the following provisions will apply.

- A** If the **County** fails to supply the **Consultant** when requested with pertinent and necessary information or materials essential for the progress or completion of any part of the project, then the **Consultant** shall be permitted to effect a temporary suspension of work and make a written request for a contract schedule extension. Whatever time is lost as a result of the **County's** delay in supplying said information or materials will become an extension of the completion date based upon the **County's** concurrence that a reasonable time extension is warranted.
- B** Delays on the part of the **Consultant**, not specifically excused by force majeure, as defined below, may be excused and become an extension of the applicable completion date, if
 - 1** The **Consultant** has submitted in writing and in advance of the applicable completion date, a request that certain delays of work be excused by the **County**, stating therein explicit reasons which would justify such delays, and
 - 2** The **County** responds in writing, granting to the **Consultant** approval for an extension to the applicable completion date for a specified time limit based upon the **Consultant's** request. The **County** shall have the sole authority to accept and grant, or deny, any schedule extension requests by the **Consultant** within this provision of the contract, and the **County** shall not be required to justify or defend any denial, however, the **Consultant** must provide a detailed explanation as to why the **County** should consider any schedule extension request.

- C Force Majeure The Consultant shall not be liable for loss or damage due to delay in delivery resulting from any cause beyond Consultant's reasonable control that directly cause a project delay from or due to compliance with any regulations, order, acts, instructions or priority requests of any Federal, State or Municipal Government or any department or agency thereof, civil or military authority, acts of God, acts or omissions of the County, fires, floods, unusually severe weather, strikes, blackouts, unforeseen factory shutdowns, embargoes, wars, riots, delays or shortages in transportation, inability to obtain labor, manufacturing facilities or material from Consultant's usual sources In the event of such delay, the County, upon the written request of the Consultant, shall equitably adjust those contractual provisions as may be affected by such a delay The County shall have the sole authority to accept and grant, or deny, any schedule extension requests by the Consultant within this provision of the contract, and the County shall not be required to justify or defend any denial, however, the Consultant must provide a detailed explanation as to why the County should consider any schedule extension request

III WARRANTY, LIABILITY, AND STANDARD OF CARE

The Consultant shall perform services for the County in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent Consultants practicing in the same profession or a similar locality as the project The Consultant shall warrant that the delivered products meet or exceed the requirements as defined by the scope and exhibits of this contract In the event any portion of the products or deliverables fails to comply with this warranty obligation and the Consultant is promptly notified in writing prior to one year after completion of such portion of the services, the Consultant shall promptly re-perform or correct such portion of the services at no additional cost to the County

The warranty provided by the Consultant is based on the product conforming to mutually agreeable acceptance criteria, established by the Consultant and the County defined by the scope and Exhibits of this contract. Regarding review and approval of products and deliverables, all reviews/data inspections are to be performed at the map scale specified for the delivered product All image quality reviews for purposes of approval are to be performed at not greater than a 2:1 map scale of the specification for the delivered product The Consultant shall not be held responsible for any anomalies or imperfections that may be apparent at higher levels of zoom beyond a review of 1:2.1 times the designated map scale All alignments, seams, etc will meet the project specification Accuracy measurements will conform to the standard as specified for the specific delivered product and conform to the mutually agreed acceptance criteria Map accuracy requirement shall be as specified by ASPRS Class I mapping for 1"=100' scale maps developed with a six inch pixel, 1"=200' scale maps developed with a twelve inch pixel, and 1"=50' scale maps developed with a three inch pixel Only clearly defined points shall be used for any map scale accuracy checks This process only applies to unambiguous measurements on clearly defined features Radiometry/Color balancing is often subjective The Consultant only warrants the imagery will meet the radiometry specification agreed to within a representative land cover Pilot area to be mapped as soon as practical after imagery acquisition and before general map production

If the County believes that a delivered product does not meet the project specifications, and has

evaluated the product against the acceptance criteria the **County** may submit a request for review. A determination should be made of the specific non-compliance by checking the questionable characteristic against the acceptance criteria before submitting a claim against the warranty. Submissions should include complete information, including tile name, location within tile, nature of the problem and the relationship to the acceptance criteria. A screen shot (jpg or bmp) should be provided, if practical. The **Consultant** agrees, repair or replacement will occur within thirty (30) days. If the **Consultant** disagrees, the claim will be returned to the **County** with a request for mediation.

This warranty is in lieu of all other warranties. No other warranty, expressed or implied is made or intended by any proposals submitted pursuant to this Contract.

The **Consultant** will provide to the **County** a current Certificate of Professional Liability Insurance (E&O errors and omissions policy for the professional services covered by this contract) to cover the tasks and deliverables of this contract, with a policy amount of at least one million dollars. This Professional Liability Insurance coverage is provided by the **Consultant** as a Professional Services Corporation to ensure the faithful and satisfactory performance of this project and is provided as one means to defend and indemnify the **County**. The **Consultant** shall also provide an Accord type certificate of insurance for all liability and workers compensation coverages, the minimum amounts of which must meet State of Mississippi standards and amounts. All referenced policies must remain in full effect for the full duration of the contract period with the E&O policy remaining in continuous effect for at least one full calendar year after the contract completion date. The E&O accord certificate shall reference the **County** as a certificate holder.

IV PAYMENT TO CONSULTANT

- A Cash payments of the agreed upon total cost for each task of work will be made by the **County** to the **Consultant** as the work is completed and described herein within Exhibit C.
- B The **Consultant** may secure payment for a percentage or the full amount of monies allocated to tasks under each task by submitting to the **County** the following:
 - 1 All deliverable items or evidence of work-in-progress representing that percentage or the full amount of work for which the **Consultant** is claiming payment, and
 - 2 A dated invoice showing the amount of the claimed payment with a brief description of the work done for each separate amount being claimed. Invoices may be submitted monthly based upon work-in-progress and/or deliverables.
 - 3 The **Consultant** shall provide a written project status report to NE-MS-2014 for all twenty Counties of the consortium, such report shall list individually the status of progress for each **County**. Written status reports shall be submitted once every two weeks for the period of January 1st, 2014 through March 31st, 2014 and then monthly thereafter until all Counties within the NE-MS-2014 consortium are 100% finished, delivered and accepted. The **Consultant** shall launch and host a

NE-MS-2014 project website upon which all status reports and other written communications shall be posted and maintained within topic oriented links or folders. Secure logins will be provided to those NE-MS-2014 County and Agency representatives designated by the County Assessor.

- C The County will make prompt payments to the Consultant following receipt of the items described in Paragraph IV A and B, above, subject to formal acceptance by the County--as complete, satisfactory and meeting all applicable specifications--of all deliverable items, or evidence of work in progress, representing that percentage of the full amount required to substantiate the claimed payment.
- D The County shall pay within thirty (30) days all payment claims submitted by the Consultant, meeting all of the above requirements, and not formally disputed by the County. The County shall not use the disputation of one payment claim as a reason for disputing or not paying on time any other payment claim.
- E The County may impose and charge Liquidated Damages of \$50 per calendar day for each day that the Consultant is late beyond the final completion date of November 18, 2014. Liquidated damages shall be capped at a total of \$10,000 (not to exceed) for this contract. As described in previous Sections II A B C, the Consultant may request and the County may approve an extension of the final completion date. Any such approved extension will become an automatic extension in regard to initiating liquidated damages. The Liquidated Damages may be charged as actual compensation for losses and do not constitute a penalty or forfeiture. Liquidated Damages may be deducted by the County as an offset to invoices from the Consultant.

V WORK-IN-PROGRESS INSPECTIONS

The Consultant shall cooperate fully with the County or the County's representatives in making possible work-in-progress inspections as frequently as desired by the County. In the event the County or its representatives reasonably find that project work is not being performed in accordance with the applicable specifications, then the County shall promptly notify the Consultant in writing of the unacceptable work, and the Consultant shall take immediate appropriate corrective actions.

VI OTHER LEGAL RESPONSIBILITIES OF PARTIES

- A The Consultant shall observe and comply with all applicable federal, state, and local laws, ordinances and regulations during its performance under this Agreement.
- B The Consultant shall save harmless the County and its representatives from all suits, actions or claims of any kind brought on account of any injuries or damages sustained by any person or property in consequence of any act of omission or negligence by the Consultant or its employees or agents, or from any claims or amounts due arising or recovered under the State's Worker's Compensation laws. Consultant's indemnity and hold harmless obligation undertaken pursuant to this contract, if any, shall specifically exclude that portion of such obligations which could require Consultant to indemnify or hold harmless County, its agents, employees, or County Consultants for their own negligence or willful acts or

omissions

- C The **County** agrees to mitigate its damages, should any damages arise in the course of this Agreement, to every extent possible, and to take such reasonable measures to prevent injury or damages within its jurisdiction as any reasonable prudent individual or entity would take

VII ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign its rights and/or obligations under this Agreement without the prior written consent of the other party. The RFP by NE-MS-2014 required respondents to identify their entire Team, including major subcontractors. The **Consultant** identified Digital Aerial Solutions as a major photogrammetry sub-consultant which is herein approved for this contract. Any additional sub-contractors that the **Consultant** chooses to use in the course of the work shall 1) be identified in a written request to the **County** prior to use on this project by the **Consultant**. Such identification must include a basic qualifications statement as called for in the NE-MS-2014 original RFP with detailed contact information for the requested sub-consultant, and 2) be approved by the **County**. The **County** shall have the sole authority to accept and grant, or deny, any sub-contractor requests by the **Consultant** within this provision of the contract, however, the **County** shall not withhold such permission unreasonably for any written request that is necessary for the **Consultant** to execute the work within the project schedule or specifications. The **Consultant** must provide a detailed explanation as to why the **County** should consider any sub-consultant and approval must be provided in writing by the **County**.

VIII PRICE ESCALATION

The unit rates contained herein shall remain in effect until June 1st 2015. In the event the **County** should cause the project to be delayed beyond June 1st 2015, then the unit rates contained herein may be adjusted to reflect any increases in the Producer Price Index (PPI). Any services provided to the **County** after June 1st 2015 may reflect the average annual PPI for the calendar year prior to when the services are actually provided. In no event may the **Consultant** adjust any unit rates to any greater amount if the performance of work occurs after June 1st 2015 and the reason the work occurred after this date is due to any cause directly created by the **Consultant**. Any increase in any unit rates shall not exceed 6% in any calendar year.

IX WAIVER, MODIFICATION AND SEVERABILITY CLAUSE

No waiver, modification or cancellation of any term or condition of this Agreement shall be effective unless made in writing and signed by authorized representatives of each party. Nor shall any waivers be deemed to excuse the performance of any act other than those specifically referred to in said written notice of waiver. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

X NOTICE PROVISION

Any notice or communication pertaining to this Agreement shall be deemed to have been duly given

by the parties hereto if sent to the other by common courier (i.e. FedEx, UPS) or USPS registered mail with delivery confirmation provided by signature or signed return receipt to the address hereinafter stated, or to such other address as the parties may mutually agree upon

For the County

Clay County, MS

Clay County Courthouse
PO Box 795
West Point, MS 39773

Attn: Paige Lamkin
Tax Assessor

Phone (662)494-2724
Fax (662)494-7452

plamkin@claycounty.ms.gov

For the Consultant

Surdex Corporation

520 Spirit of St Louis Blvd
Chesterfield, MO, 63005

Attn: Cornell Rowan, Project Manager
Phone (636)368-4460
cornellr@surdex.com

Attn: Rick Wallace, Project Principal
Phone (704)397-6373
rickw@surdex.com

The Consultant shall not replace either the designated Project Manager or Project Principal without a prior written request to the County and responding written approval from the County

XI CONSTRUCTION

This Agreement shall be construed and interpreted in accordance with the laws of the State of Mississippi, exclusive of its rules pertaining to conflict of laws

XII DISPUTES

Any dispute arising under this contract which is not settled by agreement of the parties may be litigated in the courts of the state from which the contract is issued, or federal courts. Venue for any legal or equitable action hereunder shall be in Clay County, Mississippi

XIII ENTIRE AGREEMENT

The terms and conditions of this Agreement and any document specifically incorporated herein by reference, if any, constitute the entire Agreement between the parties. No prior communication, whether written or oral, nor any course of prior dealings between the parties shall be read into such Agreement for purposes of construction, interpretation or any other purposes whatsoever

IN WITNESS WHEREOF, the parties have caused this instrument, consisting of 9 pages and Exhibits A-2, A-3, A-4, A-5, B-1, B-2 and C to be executed by themselves or their duly authorized officers or agents hereunto the day and year first written above

Board of County Supervisors
Clay County, MS

Surdex Corporation

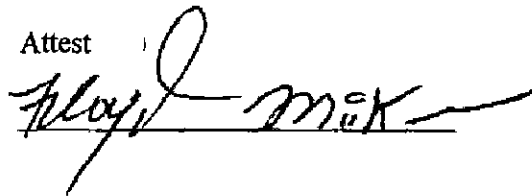
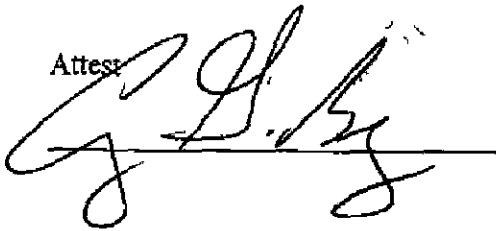
By _____

By _____

Ronald C Hoffmann
President

Attest

Attest



NO _____


**IN THE MATTER OF APPROVING AND AUTHORIZING THE PRESIDENT
TO EXECUTE THE MEMORANDUM OF UNDERSTANDING WITH THE MS
DEPARTMENT OF TRANSPORTATION TO PARTICIPATE IN THE FINANCING OF
THE AERIAL PHOTOGRAPHY**

There came on this day for consideration the matter of approving and authorizing the President to execute the memorandum of understanding with the MS Department of Transportation to participate in the financing of the aerial photography

It appears to this Board as attached hereto as Exhibit A is the Memorandum of Understanding with the MS Department of Transportation (MDOT) and Clay County which stipulates upon completion of printing the aerial photography MDOT will reimburse the county \$10,000 of the cost incurred in producing the said maps

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve the President to execute the memorandum of understanding with the MS Department of Transportation to participate in the financing of the aerial photography as attached hereto as Exhibit A

SO ORDERED this the 9th day of January, 2014


President

**MEMORANDUM OF UNDERSTANDING AGREEMENT
FOR
FINANCING A PORTION OF
AERIAL PHOTOGRAPHY AND SURVEY SERVICES
BETWEEN
THE MISSISSIPPI TRANSPORTATION COMMISSION
AND**

**THE COUNTIES OF CARROLL, CHICKASAW, CHOCTAW, CLAY,
GRENADA, HUMPHREYS, KEMPER, LAFAYETTE, LAUDERDALE,
LEE, LOWNDES, MONROE, MONTGOMERY, NESHOPA, NOXUBEE,
OKTIBBEHA, PONTOTOC, TALLAHATCHIE, WEBSTER, AND WINSTON,
IN THE STATE OF MISSISSIPPI**

This Agreement is made and entered into by and between the Mississippi Transportation Commission, a body corporate of the State of Mississippi (the "Commission"), acting by and through the duly-authorized Executive Director of the Mississippi Department of Transportation ("MDOT"), and Carroll, Chickasaw, Choctaw, Clay, Grenada, Humphreys, Kemper, Lafayette, Lauderdale, Lee, Lowndes, Monroe, Montgomery, Neshoba, Noxubee, Oktibbeha, Pontotoc, Tallahatchie, Webster, and Winston Counties in the State of Mississippi (each referred to as "County," and collectively as the "Counties") for the purpose of the Commission providing financial assistance to the Counties and assisting the Counties with a portion of the financing of a planned aerial photography and survey services project, effective as of the date of latest execution below

WITNESSETH

WHEREAS, it is in the best interests of the residents of the Counties, and will be beneficial to the citizens of the State of Mississippi as a whole, to procure updated aerial photography and survey services of and for each of the Counties for the purposes of planning, mapping, and surveying, and

WHEREAS, the Counties have determined that they would likely be able to procure the services of a firm engaged in providing aerial photography and survey services ("aerial orthophotography services") at a lower cost if they solicited proposals as a group, rather than individually, and

WHEREAS, in order to further this goal, a certain Interlocal Cooperation Agreement, identified as the Northeast Mississippi Aerial Photography Update Initiative 2013-2014 Interlocal Agreement, was entered into among the Counties and approved by the Mississippi Office of the Attorney General on or about July 31, 2013, and

WHEREAS, the said Interlocal Cooperation Agreement provides that each County is responsible for the final contract and payment agreements with the approved services vendor ("contractor"), and

WHEREAS, the Commission, for its own purposes of planning, mapping, and surveying, wishes to acquire access to and use of all data of the type which will be produced by an aerial mapping project, based on the aerial photography and survey services, planned by the Counties, and

WHEREAS, it is in the best interests of all parties hereto, and in the best interests of the State of Mississippi and its citizens, that the parties cooperate to provide the services herein described

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE
MUTUAL PROMISES AND COVENENANTS HEREINAFTER SET FORTH,
THE PARTIES AGREE AS FOLLOWS**

I PURPOSE

The purpose of this Memorandum of Understanding Agreement is to provide for an agreement whereby the Commission will reimburse the Counties for certain portions of the costs of the aerial photography and survey services, up to a certain maximum amount, procured under the Northeast Mississippi Aerial Photography Update Initiative 2013-2014 Interlocal Agreement

II CONTACT PERSONS

All parties understand and agree that the Commission executes all of its orders and directives through the Executive Director of the Mississippi Department of Transportation. Unless specific written notification to the contrary is provided, the appropriate contact individual (or the individual with the titled position) for the Commission shall be

Michael A. Cresap
Director of Transportation Information
Mississippi Department of Transportation
P O Box 1850
Jackson, MS 39215-1850
Telephone 601-359-7206
Facsimile 601-359-7428

Unless specific written notification to the contrary is provided, the appropriate contact individual (or the individual with the titled position) for each of the Counties shall be

For Carroll County
Carroll County Board of Supervisors
Lloyd Ashmore, President
P O Box 60
Carrollton, MS 38917

For Lowndes County
Lowndes County Board of Supervisors
Harry Sanders, President
P O Box 684
Columbus, MS 39703

For Chickasaw County
Chickasaw County Board of Supervisors
Anderson McFarland, President
1 Pinson Square, Room 3
Courthouse
Houston, MS 38851

For Monroe County
Monroe County Board of Supervisors
Billy Kirkpatrick, President
P O Box 578
Aberdeen, MS 39730

For Choctaw County
Choctaw County Board of Supervisors
Chris McIntire, President
P O Box 907
Ackerman, MS 39735

For Montgomery County
Montgomery County Board of Supervisors
Ron Wood, President
P O Box 674
Winona, MS 38967

For Clay County
Clay County Board of Supervisors
Shelton Deanes, President
P O Box 795
205 Court Street
West Point, MS 39773

For Neshoba County
Neshoba County Board of Supervisors
Keith Lillis, President
401 Beacon Street, Suite 201
Philadelphia, MS 39350

For Grenada County
Grenada County Board of Supervisors
Chad Bridges, President
P O Box 1208
Grenada, MS 38902-1208

For Noxubee County
Noxubee County Board of Supervisors
William Oliver, President
505 South Jefferson Street
Macon, MS 39341

For Humphreys County
Humphreys County Board of Supervisors
Richard Stevens, President
102 Castleman St
Belzoni, MS 39038

For Oktibbeha County
Oktibbeha County Board of Supervisors
Orlando Trainer, President
P O Box 80285
Starkville, MS 39759

For Kemper County
Kemper County Board of Supervisors
Johnny B. Whitsett, President
P O Box 188
DeKalb, MS 39328

For Pontotoc County
Pontotoc County Board of Supervisors
Wayne Stokes, President
11 East Washington Street
Pontotoc, MS 38863

For Lafayette County
Lafayette County Board of Supervisors
Jeff Busby, President
300 N Lamar Street, Suite 222
Oxford, MS 38665

For Tallahatchie County
Tallahatchie County Board of Supervisors
Johnny Goodwin President
P O Box 350
1 Main Street
Charleston, MS 28921-0350

For Lauderdale County
Lauderdale County Board of Supervisors
Hank Florey, President
410 Constitution Avenue, 11th Floor
Meridian, MS 39301

For Webster County
Webster County Board of Supervisors
Pat Cummings, President
P O Box 417
Walthall, MS 39771

For Lee County
Lee County Board of Supervisors
Bobby Smith, President
201 W Jefferson, Suite A
Tupelo MS 38804

For Winston County
Winston County Board of Supervisors
Mike Peterson, President
P O Drawer 69
Louisville, MS 39339

III RESPONSIBILITY OF THE PARTIES

The parties understand that conditions presented herein may be modified by the parties and are subject to specific requirements contained in Mississippi law, Federal law, and/or specific acts of the Mississippi Legislature

a Each County agrees as follows

- 1 To join in the solicitation for proposals for aerial orthophotography services pursuant to the Interlocal Cooperation Agreement approved by each County,
- 2 To concur with the selection of the successful services vendor under applicable rules, regulations, and statutory and case law of the State of Mississippi, and to enter into a contract with that vendor to provide the services and create the product(s) described herein,
- 3 To provide to MDOT, upon MDOT's request, a copy of the proposed aerial orthophotography services contract prior to execution and a copy of the final executed contract,
- 4 To pay the services vendor as required by the aerial orthophotography services contract,
- 5 After expending funds for the services contemplated herein, to provide to the Commission, in a form satisfactory to MDOT, evidence of the amount expended along with a request for a reimbursement amount pursuant to this Agreement,

6 To provide to the Commission, at no cost to the Commission other than those provided for herein, a copy of all data, imagery, and aerial photography and orthophotography information obtained from the selected services vendor, in a form that conforms to and meets all United States Geological Survey (USGS) requirements, which are attached herein and made a part hereof as Attachment A, and

7 To grant, and the Counties do hereby grant, to the Commission a royalty-free, perpetual license to access and use all such data, imagery, and aerial photography and orthophotography information in any form necessary for the Commission's purposes of planning, mapping, and surveying and for other purposes that may become necessary. The Counties shall further obtain for the Commission any and all perpetual license(s) for such access and use, at no cost to the Commission, that may be necessary to be obtained from other parties

b The Commission agrees as follows

- 1 To have MDOT review the proposals for the aerial orthophotography services in a timely manner, if it elects to do so, and
- 2 To reimburse each County, within a reasonable time, an amount for the actual expenses incurred in obtaining the aerial orthophotography services, not to exceed Ten Thousand Dollars (\$10,000.00), after being presented with a request for reimbursement in a form satisfactory to MDOT, along with proper evidence of the expenditure of funds

IV GENERAL PROVISIONS

- 1 No contractor or person employed by any County pursuant to the provisions hereof will be considered a contractor, agent, or employee of the Commission or of MDOT. The Commission will not be a party to any agreement entered into between or among one or more of the Counties, with the exception of this Agreement
- 2 Neither the Commission nor MDOT will have any type of contractual relationship, implied or expressed, with the services vendor or contractor who provides the aerial orthophotography services. Each County covenants that it will bear total responsibility for any alleged breach of contract or disagreement which may arise from that County's contract with the services vendor or contractor
- 3 The Commission has no funds to contribute toward the expenses of the work being performed under the provisions of this Agreement other than the amounts specifically committed herein

- 4 The Commission's sole responsibility under this Agreement is to reimburse each County up to a maximum of Ten Thousand Dollars (\$10,000 00) for expenses paid to the selected services vendor or contractor. The Counties may not charge any of their own administrative costs or other expenses against the funds contributed by the Commission.
- 5 All parties hereto are subject to the provisions of the Mississippi Public Records Act of 1983 (Miss Code Ann , § 25- 61-1, *et seq* , as amended), which may require the release of information procured hereunder under the conditions set out in that statutory scheme.
- 6 The Commission shall have full and unlimited access to and use of the data, graphics, photographs, imagery, aerial photography and orthophotography, and any and all other work product procured from the selected services vendor or contractor and under the provisions of this Agreement, at no cost to the Commission other than the costs specifically provided for herein.
- 7 All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified at Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the Commission, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Miss Code Ann § 25-43-1, *et seq* , as amended) regarding compliance with the Act. Under this Act, the Counties and every contractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub L 99-603, 100 Stat 3359, as amended.

V AMENDMENTS AND CANCELLATION

This Agreement may be amended through such written supplemental agreements as are entered into by the parties and will be considered to have been amended by operation of law in the event that some part hereof becomes illegal or improper due to a change in State or Federal law or policy.

After the proposals are opened, this Agreement may be cancelled or terminated only upon agreement among all of the parties.

VI SEVERABILITY

If any provision of this Agreement is found to be unconstitutional or contrary to the laws of the State of Mississippi or the United States of America, or if some provision hereof proves to be an impediment to obtaining funding from the United States government, such provision may be deemed void and, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect

VII RELATIONSHIP OF THE PARTIES

This Agreement is binding on the Commission and on each of the Counties jointly and severally. No provision of this Agreement is intended, nor should it be construed, to give any right or benefit to any person or entity not a signatory hereto

VIII AUTHORITY

This Agreement is authorized by Sections 65-1-8 and 65-1-81, Mississippi Code of 1972, as amended. The Commission has the authority to authorize the Executive Director of the Mississippi Department of Transportation to execute this Agreement on its behalf. The President of each County's Board of Supervisors, in executing this Agreement and having it attested, certifies that its Board of Supervisors agreed to this Agreement and authorized its execution

SO EXECUTED AND AGREED

MISSISSIPPI TRANSPORTATION COMMISSION

BY _____ Date _____
MELINDA L. McGRATH, P.E.
EXECUTIVE DIRECTOR
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Floyd McK 1/9/14
PRESIDENT,
CLAY COUNTY
BOARD OF SUPERVISORS

G. L. B. 1/9/14
ATTEST Date

NGA/Urban Area Orthorectified Imagery Specifications
(Current as of August, 2006)
(Edited for partner-originated products Dec 2007)

1 Collection Requirements

- a Imagery shall be acquired during minimal shadow conditions Imagery acquisition shall occur when the sun angle is greater than 30-degrees
- b Imagery shall be acquired only under conditions free from clouds and cloud shadows, smoke, haze, light streaks, snow, ice on water bodies, foliage, flooding, and excessive soil moisture

2 Orthophoto Resolution and Accuracy

- a **Ground Resolution** Digital Orthorectified Image ground resolution (pixel size) shall be 0.3-meter
- b **Radiometry** True (natural) color, RGB
- c **Orthorectified Image Horizontal Accuracy** The horizontal accuracy of the Orthorectified imagery shall not exceed 3-meters RMSE XY (2 1/2 meter RMSE X or Y)

3 Orthorectified Image Characteristics

Relative join (misalignment) of transportation features between adjacent image chips/tiles shall not exceed 1-meter Orthophotos shall be tonally balanced to produce a uniform contrast and tone across the entire project Changes in color balance across the project, if they exist, shall be gradual Abrupt tonal variations between tiles are not acceptable Building tilt shall be corrected to the extent that transportation features are not obscured Ground features appearing in the orthophoto imagery, such as building roof tops, water towers, and radio towers, shall not be clipped at seamlines or between individual tiles Image artifacts introduced during the scanning process and appearing in the final orthophotos are unacceptable, except for very minimal artifacts falling in non-critical coverage areas, e.g., a small piece of lint appearing in a timbered area

- 4 **Metadata** FGDC-compliant metadata shall be provided in extensible markup language (xml) format for each orthorectified tile Additionally, an FGDC-compliant project-level metadata (xml format) shall be provided The following ftp site contains information pertaining to the content and creation of the required metadata

<ftp://ftpext.usgs.gov/pub/cr/mo/rolla/mcmc/release/xmlinput>

This site contains the following files designed to define and support production of FGDC-compliant orthoimage metadata

- a) **XmlInput1_64 zip** Application for reading and creating xml metadata files
Included in this file are a sample metadata file which shows how these data elements should be addressed (**133UAExample.xml**) and the metadata template (**133UAtemplate.xml**)
- b) **Help.pdf** The users guide for **XmlInput**
- c) **MetaData_overview.doc** Short requirements list for running **XmlInput**

NO _____

**IN THE MATTER OF AUTHORIZING AND APPROVING TO VOID THE 2012
HOMESTEAD CHARGEBACK ON PARCEL NO 092A224F 0100000**

There came on this day for consideration the matter of authorizing and approving to void the 2012 Homestead Chargeback on parcel no 092A224F 0100000

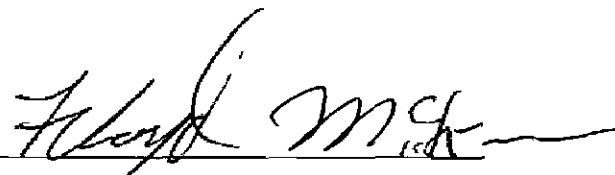
It appears to this Board as attached hereto as Exhibit A this Board received a homestead chargeback disallowance on parcel no 092A224F 0100000 under the name of William Kent Rogers and the said disallowance was objected to by Bonnie Rogers, wife of William Kent Rogers and this Board accepted the said objection, and,

It appears the property is no longer owned by William Kent Rogers as evidenced by the deed on record and recorded in the Chancery Clerk's Office as of May 4, 2012, in deed book 276 page 14 as attached hereto as Exhibit A, and that the current owner is Joseph L Pollard and Lillian I Pollard, and ,

It appears further to this Board as outlined in Section 27-33-37 (1)(11), in a situation in which property has been sold and conveyed to another owner, the homestead exemption applicant is responsible for the homestead chargeback not the new owner

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to void the 2012 Homestead Chargeback receipt for parcel no 092A224F 0100000, under the name of William Kent Rogers and for the Clerk of the Board to pursue the collection of the said chargeback informally via the mail

SO ORDERED this the 9th day of January, 2014



President

PREPARED BY AND RETURN TO:
Dannry L. Crotwell Attorney
315 East Government Street
Brandon, Mississippi 39042
Phone (601) 824 9955 MB #7895

WARRANTY DEED

INDEXING LOT 29 AND S ½ OF LOT 27 OF WOODLAND HILLS SUBDIVISION PART 2 -
PART OF NW ¼ OF S 24 T 17 R 6 E, MUNICIPAL PLAT BOOK 2 AT PAGE 19
CLAY COUNTY, MISSISSIPPI

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations the receipt and sufficiency of all of which are hereby acknowledged the undersigned

GRANTORS

WILLIAM KENT ROGERS and BONNIE ELISABETH ROGERS
c/o 5760 I 55 North Suite 200
Jackson Mississippi 39211
Phone (601) 977 9776

do hereby sell convey and warrant unto

GRANTEES

JOSEPH L. POLLARD AND LILLIAN I. POLLARD
1429 Walnut Road
West Point, Mississippi 39773
Phone 662-726-4940

as Joint Tenants with full rights of survivorship and not as Tenants in Common all their right title and interest in and to the following described land and property situated in Clay County State of Mississippi to-wit

Lot Twenty nine (29) and generally the South Half of Lot Twenty seven (27) of Woodland Hills Subdivision Part 2 of a part of the Northwest Quarter of Section 24 Township 17 Range 6 East, according to the plat and survey thereof on file and of record in the office of the Chancery Clerk of Clay County Mississippi in Municipal Plat Book 2 at Page 19 That part of lot Twenty seven (27) conveyed herein is described as follows to wit

Begin at the Southwest corner of said Lot 27 and run thence generally North along the West line of said Lot Fifty (50) feet to a point which is the Point of Beginning of this description run thence Southerly along the West line of said Lot 27 to the Southwest corner thereof run thence Easterly along the South line of said Lot 27 a distance of 211.2 feet to the Southeast corner of said Lot 27 run thence North along the East line of said Lot 27 60.15 feet run thence Westerly to the Point of Beginning

This conveyance is subject to all protective covenants rights of way easements mineral reservations or mineral conveyances of record pertaining to the subject property

It is understood and agreed that taxes for the year 2012 have been prorated as of this date on an estimated basis and when said taxes are actually determined if the proration is incorrect then the Grantors agree to pay to the Grantees any deficit on an actual proration and likewise the Grantees agree to pay to the Grantors any amount overpaid by the Grantors

WITNESS THE SIGNATURE OF THE GRANTORS this the 10th day of March 2011


WILLIAM KENT ROGERS

STATE OF Oklahoma

COUNTY OF Pontotoc

PERSONALLY appeared before me the undersigned authority in and for the said County and State within my jurisdiction, the within named **WILLIAM KENT ROGERS** who acknowledged to me that he executed signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this the 10th DAY OF March 2011


NOTARY PUBLIC



WITNESS THE SIGNATURE OF THE GRANTORS, this the 10th day of MARCH,

2011

Bonnie Elisabeth Rogers
BONNIE ELISABETH ROGERS

STATE OF Oklahoma

COUNTY OF Pontotoc

PERSONALLY appeared before me, the undersigned authority in and for the said County and State within my jurisdiction the within named **BONNIE ELISABETH ROGERS** who acknowledged to me that she executed signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this the 10th DAY OF March 2011

Doris Ann Gould
NOTARY PUBLIC

16



THE STATE OF MISSISSIPPI

County of Jefferson
I, Amy G. BERRY, Clerk of the Chancery Court in and for said County and State, do hereby certify that the within Instrument was filed in the office of the Clerk of the Chancery Court on the 4 day of May, 20 12, at 10:37 o'clock A M and the same was duly recorded in Book Record 276 Page 14, on this 4 day of May, 20 12.
Given under my hand and official seal of office at West Point, Mississippi

By Amy G. Berry D C
AMY G BERRY Chancery Clerk

MISSISSIPPI CODE OF 1972

As Amended

SEC 27-33-37 Duties and powers of the board of supervisors

The board of supervisors shall perform the duties imposed by this article on the members, the president, and the board as a unit, with the powers and authority granted and as necessary for the proper administration of the article, and specifically as set out in this section

(a) At each regular monthly meeting the president of the board shall require of and receive from the clerk of the board all applications for homestead exemption having come into his hands as provided in Section 27-33-35 of this article

(b) As soon as practicable after convening, at each regular monthly meeting, the board, in the light of public records, personal knowledge, information given by the assessor, and any other reliable source of information that may be available, shall examine each application which has been delivered to the clerk by the tax assessor, and pass upon its correctness and the eligibility of the property and of the person, under the law, as fully as may be done before final approval, after the land roll has been finally approved of minute record, and the board shall carefully consider and construe the relationship between buyers and sellers of property on which homestead exemption is sought, and the terms conditions, rate of interest, payments made and to be made, of all conveyances doubtful in such respect. One (1) member of the board shall check each application prior to the time for final approval, and shall indicate if it should be approved, disapproved, or if it requires further investigation

(c) If any application be found incorrect or incomplete in any particular required by law, or deficient in any respect, the board shall give notice immediately to the applicant, in writing, by mail, advising the applicant of the defect and the nature thereof, so that the applicant may correct same, if it can be corrected, before the time for final action by the board

(d) The year in which the land roll is made, at the meeting of the board of supervisors at which the certificate of the commission finally approving the land assessment roll is received and entered in its minutes, and at the September meeting the board of supervisors shall complete the consideration of each and every application for homestead exemption, and all applications, or claims, not clearly within the provisions and requirements of this article shall be disallowed by the board. Where it appears to the board, in a case or cases involving transactions completed after July 1, 1938, that conveyances have been made without bona fide consideration, and liens taken with questionable consideration or values, or where the payments on the principal have not been made as required, or there is evidence of any kind that the transactions were not bona fide in every particular, and were entered into for the purpose of obtaining a homestead exemption contrary to the letter and spirit of law, the application shall be disallowed

(e) Each application shall be plainly endorsed "allowed" or "disallowed" as the case may be, over the date, and the signature of the president of the board, who may use a facsimile stamp for the purposes, and, in the space provided on the application for that purpose, there shall be entered for each assessment, (1) the page and line number of the assessment on the land roll, (2) the total number of acres, (3) the total assessed value of the land, (4) the assessed value of the buildings, (5) the total assessed value of the exempted land and buildings, (6) the assessed value of the land and buildings not exempted, (7) the name of the road district, if any, in which the property lies, and (8) the name of the school district in which the property lies

(f) All applicants, whose applications are finally disallowed by the board, shall be given notice immediately by the board, in writing, by mail. Petitions and objections by applicants for correction or amendment shall be heard by the board at the next regular meeting of the board after notice that the application was finally disallowed.

(g) It shall not be necessary that an order be entered on the minutes of the board which allows or disallows an application as provided by paragraph (f) hereof, unless there be a division among the board members, then an order shall be entered on the minutes recording the aye and nay vote.

(h) The board of supervisors shall have, and is hereby given, the power and authority to summon and examine witnesses under oath, to examine records, and to do any and all other things necessary and proper to ascertain the facts with respect to any application, or claim, for homestead exemption presented to it. The board shall disallow any application for homestead exemption when it is found that the person or the property was ineligible, after the supplemental roll is approved and within one (1) year after that in which the application was executed, and it shall correct, likewise, any and all errors found in the supplemental roll. When an application is disallowed by the board after the supplemental roll has been approved, it shall give notice and proceed as in the case of a rejection by the commission. A certified copy of the order finally disallowing an application, and making a correction in the supplemental roll must be adopted no later than September 30 and shall be received by the commission no later than October 15 of the year following the year in which the supplemental roll was made.

(i) At the first regular or special meeting of the board of supervisors held after the supplemental roll, required by Section 27-33-35 of this article, has been made, it shall examine the said roll, and if found correct shall enter in the minutes an order approving the same, and the applications disallowed shall be listed in the minutes by name and amount, with the reason for disallowance. A copy of said order shall be attached to the supplemental roll and sent to the commission.

(j) All applicants whose applications are rejected for reimbursement of tax loss by the commission, after having been allowed by the board, shall be given notice immediately by the board in writing, by mail, with the reasons for the rejection by the commission, and the applicants shall have thirty (30) days in which to file objections thereto, which objections shall be heard by the board at the same or the next regular meeting after objections are filed by the applicant. If the board finds that in its opinion the application should be allowed, it shall continue the matter in its record, and present its objection to the rejection, with evidence in support of same, to the commission. All applications finally rejected by the commission shall be disallowed by the board, and entered of minute record.

(k) When the board shall receive notice from the commission that an application for homestead exemption has been rejected by the commission for reimbursement of tax loss, the board shall proceed in the manner prescribed in paragraph (j) hereof. Upon the hearing of objections of the applicant if the board finds that the application should be disallowed, it shall so order and notify the commission that its rejection has been "accepted." If the board is of the opinion that the application should be allowed, it shall notify the commission that it objects to the rejection of the application, and shall submit, in writing its reasons for the "objection." All such matters between the board and the commission may be concluded by correspondence, or by personal appearance of the board, or one or more of its members, the clerk, or the assessor, or by a representative of the commission present at any meeting of the board. The decision of the commission rejecting an application for reimbursement of the tax loss shall be final, and the board shall disallow the application and proceed as hereinafter provided.

(l) It shall be the duty of the board, and it is hereby given the power to order the tax collector, by an order entered on its minutes, to reassess, and list as subject to all taxes, the property described in an application for homestead exemption and as entered on the regular land assessment roll, under the following circumstances

(i) When an application for homestead exemption is finally rejected by the commission for reimbursement of tax loss which has been regularly approved by the board and entered on the supplemental roll, or

(ii) Where an application has been wrongfully allowed by the board

When any property has been reassessed as herein provided, all additional taxes due as a result of such reassessment shall become due and be payable on or before the first day of February of the year following that in which notice to make the reassessment is issued, and if not paid, the tax collector shall proceed to sell the property for the additional taxes in the same manner and at the same time other property is sold for the current year's taxes, or he may collect the taxes by all methods by which other taxes on real estate may be collected. Provided, no penalty or interest shall be applied for any period prior to February 1 of the year following that in which the reassessment is made, and provided further, that such reassessment shall not take effect or become a lien on the property of bona fide purchasers or encumbrancers for value without notice thereof, unless there shall have been filed prior to their attaining such status a notice of rejection in the chancery clerk's office in the county in which the property is located, which notice shall be recorded and indexed as are deeds, but the applicant shall in all cases remain personally liable for such reassessment. *Original Applicant*

(m) The board of supervisors may employ the clerk of the board to collect and assemble data and information and to perform the services required of the board by paragraph (e) of this section and to make investigations required in connection with the duties of the board in determining the eligibility of homestead exemptions and to perform all other ministerial duties required of the board in connection with administering the Homestead Exemption Law and as directed by the board. If the board employs the clerk, he shall be paid out of the general county fund as follows: for the first two thousand (2,000) applications he may, in the discretion of the board, be paid not exceeding One Dollar (\$1.00) each, for the next two thousand (2,000) applications he may be paid not exceeding Seventy-five Cents (75cents) each, for the next two thousand (2,000) applications he may be paid not exceeding Fifty Cents (50cents) each, for the next two thousand (2,000) applications he may be paid not exceeding Thirty-five Cents (35cents) each, all over the above number he shall be paid not exceeding Twenty-five Cents (25cents) each. The board shall require the assessor to correctly describe all lands included in any applications for homestead exemption, and to assess all such lands on the land assessment roll, separately from other lands, as required by this article, and to present to the board all proper and necessary notices for the correction of land descriptions on the roll, changes in ownership, and for increases and decreases in the assessments of exempt homes.

SOURCES Codes, 1942, Sec 9732, Laws, 1940, ch 127, 1942, ch 123, 1946, ch 261, Sec 18, 1958, ch 211, 1966, ch 642, Sec 1, 1968, ch 361, Sec 33, 1984, ch 453, Sec 15, 1988 Ex Sess, ch 14, Sec 19, brought forward, Laws, 1991, ch 390, Sec 5, 1991, ch 602, Sec 6, 1993, ch 513, Sec 6, eff from and after July 1, 1993

1997 Amendment

SECTION 1 Section 27-33-37, Mississippi Code of 1972, is amended as follows

12/19/2013

REAL PROPERTY APPRAISAL MASTER FILE INQUIRY

08 24 31

State ID

092A224F

0100000

ACCOUNT #

YEAR APPRAISED

-----ACREAGE-----

TAX

MTG

REC

JUD

EXMPT

MAP

PARCEL

SCT

QTR

TWN

RNG

DEEDED

CALCULATED

DIST

CODE

LOC

DST

CODE

092A2

01000

00

24

17

06E

2110

0

BEAT

2

CITY

1

SCHOOL

1

SPECIAL

0

OWNER CODE

OWNER NAME

IN CARE OF

MAILING ADDR

CITY/STATE/ZIP

PROPERTY STR ADDR

No

1429

Name

WALNUT RD

Town

WEST POINT

POLLARD JOSEPH L & LILLAND I

1429 WALNUT RD

WEST POINT

MS

39773

LAST UPDATED

Date

6/22/2013

BY

MIKE

BRIEF DESCR

SUBDIVISION

WOODLAND HILLS SUB PT 2

LOT 29 & S 1/2 LOT 27

BLOCK

LOT#

LOT SIZE

180 X 229 3 IRR

DEED INFO

DATE

3/10/2011

BOOK

276

PAGE

14

DATE

BOOK

PAGE

DATE

BOOK

PAG

CD

BENEFIT

CD

BENEFIT

CD

BENEFIT

CD

BENEFIT

CD

BENEFIT

SPECIAL ASMNT

F6 - Land Info

F7 - Building Info

F8 - Homestead

F12 - Exit

F4 - View Entire Legal

NO _____

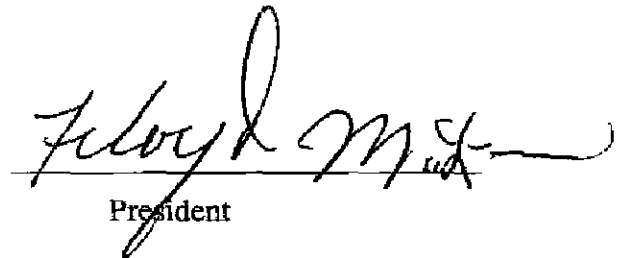
**IN THE MATTER OF AUTHORIZING TO DELETE ASSETS FROM THE
FIXED ASSET LEDGER**

There came on this day for consideration the matter of authorizing to delete assets from the fixed asset ledger

It appears to this Board the Tax Assessor is requesting for asset TX104, Brother Laser Printer, to be removed from her departmental inventory due to it no longer working properly and serving no use to her office or the County

After motion by Luke Lummus and Shelton Deanes this Board doth vote unanimously to authorize to delete asset no TX 104, Brother Laser Printer, as attached hereto as Exhibit A, from the fixed asset records of the County

SO ORDERED this the 9th day of January, 2014


President



Clay County Tax Assessor/Collector
Paige Lamkin
P O Box 795
West Point, MS 39773
Phone (662) 494-3432 or (662) 494-2724
Fax (662) 494-7452

January 8, 2014

I, Paige Lamkin, request that the following item be deleted from the Clay County Tax Assessor/Collectors Inventory List due to the item no longer working

PROPERTY OF
CLAY COUNTY
TX 104

Paige Lamkin
Tax Assessor/Collector

1/09/2014
FAOFEM
Delete

FIXED ASSETS
Other Furniture/Equipment File Maintenance

08 20 49
AMY
Key # 1719

Description PRINTER BROTHER LASER
Location MIKE OFFICE
Vendor OFFICE DEPOT Serial # U61043F4J456494
Property # TX104 Project # Current Value 397 64
*Department # 105 TAX ASSESSOR/CO Objective # 87 OTHER FURNITURE
*Acquisition P PURCHASED *Disposal
Ledger? Y (Y/N)
*Asset Type COMP COMPUTER EQUIPM Useful Life 3 Years
Salvage % 1 Salvage \$ 4 Cap Threshold. 5000
GASB Eligible? N (Y/N) Depreciate? N (Y/N)
Accumulated Depreciation
— Cap Value 397 64 Date 11/10/2004
Remarks

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

NO _____

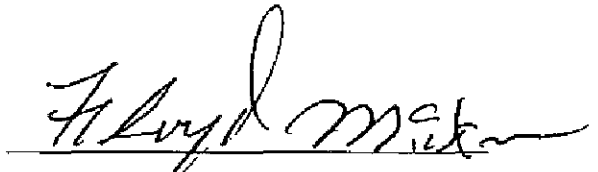
IN THE MATTER OF AUTHORIZING TRAVEL

There came on this day for consideration the matter of authorizing travel

It appears to this Board as attached hereto as Exhibit A Constable Sherman Ivy is requesting authority to travel to Jackson on January 17, 2014

After motion by Shelton Deanes and Luke Lummus this Board doth vote unanimously to authorize Constable Ivy to travel to Jackson

SO ORDERED this the 9th day of January, 2014



President

Mississippi Constables Association

John H. Heggins, Secretary / Treasurer

197 Sull Drive • Vicksburg Mississippi 39180

Day (601) 634-6866 • Evening (601) 636-4527 • Cell (601) 218-6866 • Fax (601) 634-8770

MCA Quarterly Board Meeting including State Legislative Committee

October 28, 2013

Dear Fellow Constables,

We will be having our next quarterly board meeting at 9 00am on Friday January 17, 2014 at the Courtyard Marriott in North Jackson. There has been a block of rooms reserved for Thursday January 16th at the rate of \$129.00 but please make your reservations by 12/31/13 to insure this rate. Make your hotel arrangements directly by calling 601-956-9991 and referencing the MS Constables.

Sincerely,

John H. Heggins

Secretary / Treasurer

Courtyard Jackson

6280 Ridgewood Court Drive

Jackson MS 39211

ph 601-956-9991

fax 601-956-9994

NO _____

**IN THE MATTER OF REJECTING THE BID OF KINGS FIREARMS AND
MORE FOR THE SALE OF SEIZED WEAPONS**

There came on this day for consideration the matter of rejecting the bid of King's Firearms and More for the sale of the seized weapons

It appears to this Board bids were taken under advisement at the last meeting held Monday, January 6, 2014 at 9 00 a m , and,

It appears to this Board after having time to review the said bid it is of this Board's opinion to be too low

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to reject the bid of Kings Firearms and More in the amount of \$4,500 00 due to it being too low and being the only bid which was received by the County and further, approves for the Clerk to readvertise

SO ORDERED this the 9th day of January, 2014



President

KING'S
Firearms and More
LAW ENFORCEMENT DIVISION
505 North Garden Street
Columbia TN 38401

RECEIVED ON THIS DATE

DEC 30 2013

Clay Co Sheriff Office

RECEIVED ON THIS DATE

DEC 30 2013

Clay Co Sheriff Office

N. SAVILLE TN 370

26 DEC 2013 PM 3 L

AMY G BERRY

2013 DEC 31 PM 2 39

CLAY COUN.
WEST POINT MS

BY

CLAY COUNTY SHERIFF'S DEPT
ATTN BRAD PETTIT
PO BOX 142
WEST POINT, MS 39773

35-73514242

|||||

Brad Pettit, Investigator
Clay County Sheriff's Department
P O Box 142
330 W Broad St
West Point, MS 39773

Dear Brad,

Kings Firearms & More would like to offer \$4500.00 in store credit or check for the firearms in your department. This offer is contingent on the successful transfer of all firearms to Kings Firearms & More.

Thank you for allowing us the opportunity to bid on these firearms and we look forward to doing business with the Clay County Sheriff's Department in the near future. If you have any questions, please contact me at the number and email below.

Look forward to hearing from you soon!



Jeff Goldsmith
Law Enforcement Specialist
Kings Firearms & More LLC
505 North Garden St
Columbia, TN 38401

661-333-2222 – Mobile
931-548-2255 – Store

Jeff@kingsfirearmsandmore.com

NOTICE OF SALE OF SEIZED WEAPONS

Notice is hereby given that the Clay County Board of Supervisors will receive sealed bids for the highest and best bid until 9 00 o'clock a m on the 6th day of January, 2014, at the Clay County Chancery Clerk's office located on 205 Court Street, West Point, MS 39773, for the sale of the following Seized/Forfeited Weapons

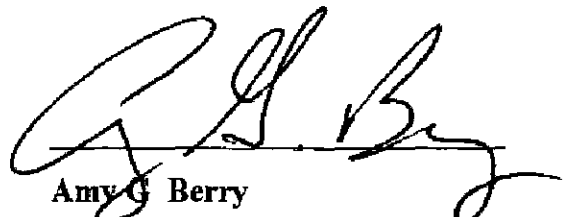
Seventy –One (71) Rifles, Shotguns, and pistols of various makes and models

The said sale shall be without warranty as to condition The forfeited and surplus firearms may be examined by calling Deputy Sheriff, Investigator, Brad Pettit, at (662) 295-5150, any time prior to the time set for bids to be received All bidders must be licensed gun dealers A copy of the FFL License must be included in the bid package The guns will be sold as a lot not individually All bids shall remain good for 30 days from the bid date Settlement shall be in full by both parties, in advance of receiving said equipment

The Board of Supervisors reserves the right to accept and reject all bids received and to waive any and all formalities with the acceptance and rejection of the bids

For further questions and inquiries, call Deputy Sheriff Investigator, Brad Pettit at (662) 295-5150

Publish by order of the Board of Supervisors, this the 5th day of December, 2013



Amy G. Berry
Chancery Clerk

Publication Dates

12/15/2013

12/22/2013

12/29/2013

AFFP

Affidavit of Publication

STATE OF MISSISSIPPI} SS
COUNTY OF CLAY}

Cindy Cannon being duly sworn, says

That she is Classified Clerk of the Daily Times Leader, a daily newspaper of general circulation, printed and published in West Point, Clay County, Mississippi, that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates-

December 15, 2013

December 22, 2013

December 29, 2013

That said newspaper was regularly issued and circulated on those dates
SIGNED

Cindy Cannon
Classified Clerk

Subscribed to and sworn to me this _____ day of _____, 2013

NOTICE OF SALE OF SEIZED WEAPONS

Notice is hereby given that the Clay County Board of Supervisors will receive sealed bids, for the highest and best bid until 8:00 o'clock A.M. on the 6th day of January, 2014, at the Clay County Chancery Clerk's office located on 205 Court Street, West Point, MS 39773, for the sale of the following Seized/Forfeited Weapons:

Seventy-One (71) Rifles, Shot guns, and pistols of various makes and models.

The said sale shall be without warranty as to condition. The forfeited and surplus

firearms may be examined by calling Deputy Sheriff Investigator Brad Pettit, at (662) 295-

5150 any time prior to the time set for bids to be received. If bidders must be licensed gun

dealers. A copy of the FFL License must be included in the bid package. The guns will be sold as a lot not individually. All bids

shall remain good for 30 days from the bid date. Settlement shall be in full by both parties, in

advance of receiving said equipment.

The Board of Supervisors reserves the right to accept and reject all bids received and to waive any and all formalities with

the acceptance and rejection of the bids.

For further questions and inquiries call Deputy Sheriff Investigator Brad Pettit at (662) 295-5150.

Published by order of the Board of Supervisors, this the 5th day of

December 2013.

Publication Dates:
12/15/2013
12/22/2013
12/29/2013

Any Berry
Chancery Clerk

Sale of Seized Weapons
Bid Opening

Bidder	Licensed Dealer	Bid Amount
Kings Firearms		\$4,500 w
more		
Columbia TN		

To take under Adjudement

M-5
S-3

NO _____

**IN THE MATTER OF ACCEPTING AND AWARDING SUPPLY AND
MATERIAL BIDS FOR YEAR 2014**

There came on this day for consideration the matter of accepting and awarding the supply and material bids for year 2014

It appears to this Board at the last meeting held on Monday, January 6, 2014, the Board opened bids for supplies and materials for year 2014 and took under advisement for further review, and,

It appears as attached hereto as Exhibit A the bids have been studied to determine the lowest and best bids with the exception of Wash Gravel Districts 1, 2, 3, and 5 are choosing to use Bacco at \$9 25 per ton due to the distance of Parker Sand and Gravel being significantly positioned too far North of the said District to be cost effective to purchase gravel from the said vendor, however, District 4 is choosing to purchase Wash Gravel from Parker Sand and Gravel at \$8 50 per ton, and,

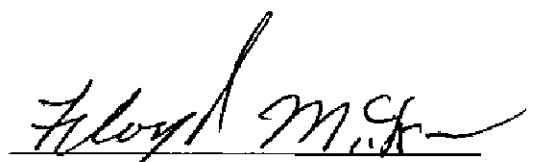
It appears to this Board on Oversized Gravel bids Districts 1, 2, 3, and 5 approve to purchase said gravel from Bacco Materials at \$11 75 per ton since it is logistically closer to the said Districts, however, District 4 approves to purchase oversized gravel from Parker Sand and Gravel at \$11 00 per ton due to it being located a few miles from the District 4 County Barn, and,

It appears to this Board on Washed Fill Sand bids Districts 1, 2, 3, and 5 approve to purchase from Bacco at \$5 75 per ton and District 4 approves to purchase said fill sand from Parker Sand and Gravel at \$3 00 per ton, and,

It appears on Fill Dirt bids Districts 1, 2, and 3 approve to purchase from Bacco at \$3 60 per ton, District 4 approves to purchase from Parker Sand and Gravel at \$3 50 per ton, and District 5 approves to purchase from Betty McNeel at \$ 50 per yd all being due to the logistics of the vendor in relation to the County Sheds, and

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to accept the bids as reflected in the 2014 bid list as attached hereto as Exhibit A

SO ORDERED this the 9th day of January, 2014



President

BID LIST

	<u>BID TYPE</u>	<u>VENDORS</u>	<u>BID AMOUNT/PRICE</u>	<u>OTHER SPECIFICATIONS</u>
1	CLAY GRAVEL	Preston Dobbs	3.00 per yd	
2	WASH GRAVEL	Bacco D-1,2,3,5 Parker Sand D-4	9.25 per ton 8.50 per ton	
3	PEA GRAVEL	Bacco	6.00 per ton	
4	OVERSIZED GRAVEL	Bacco D-1,2,3,5 Parker Sand D-4	11.75 per ton 11.00 per ton	83
5	WASHED FILL SAND	Bacco D-1,2,3,5 Parker Sand D-4	5.75 per ton 3.00 per ton	
6	PIT RUN BEDDING	Bacco	4.50 per ton	

BID LIST

	<u>BID TYPE</u>	<u>VENDORS</u>	<u>BID AMOUNT/PRICE</u>		<u>OTHER SPECIFICATIONS</u>
7	MASON SAND	Bacco	11.50 per ton	639	
8	FILL DIRT	Bacco D-12.3	3.60 per ton		
		Parker Sand Dy	3.50 per ton		
		Betty McNeel - D5	.50 per yd		due to distance to sh
9	LIMESTONE	Uulcan			if County pks up
		Warren Paving			
		Cat Tom Soya 1 ALT.			
10	LIQUID ASPHALT	Ergon	Reject		
11	COLD MIX	Cold Mix Inc	84.00 per ton	← →	Quality of
		Apac	83.50 per ton		material is
					better
12	HOT MIX	Apac	79.50 per ton		only bid

BID LIST

	<u>BID TYPE</u>	<u>VENDORS</u>	<u>BID AMOUNT/PRICE</u>	<u>OTHER SPECIFICATIONS</u>
13	DBST	B & M Hauling	reject	Did not bid per advertisement
14	SBST	B & M Paving	reject	Did not bid per advertisement
15	GRADER BLADES	G+O	ok bid for size + price	only bid
16	PLASTIC CULVERTS	G+O Fulton Pipe ADS	Buy from either one - same prices	
17	METAL CULVERTS	G+O Fulton	Reject	Do not buy a lot - get 2 quotes
18	HAULING	Henry Backhoe Coker Construction	60.00 with operator 30.00 w/o operator	6/8 yd Dump truck 8 yd Dump trucks

700

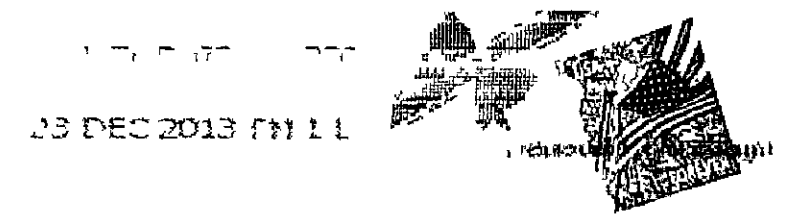
BID LIST

	<u>BID TYPE</u>	<u>VENDORS</u>	<u>BID AMOUNT/PRICE</u>	<u>OTHER SPECIFICATIONS</u>
19	EQUIPMENT RENTAL	Henry Backhoe Henry Backhoe Coker Construction Coker Construction	60.00 per hr with operator 65.00 per hr with operator 40.00 per hr w/o operator 50.00 per hr w/o operator	416 D Cat Backhoe D3 Cat dozer S.D. 310 G Backhoe 31 P Komatsu Dozer
20	HERBIDICIES	Clay Co Co-op Helena	479.00 per 30 gal 531.00 per 30 gal	
21	CONCRETE PIPE		Did not receive a bid.	

702

B & M PAVING COMPANY, INC.

3418 HARDEN CHAPEL RD
FULTON MS 38843



Sealed Bid Equipment Rental
and Paving
Monday, January 6, 2014
at 9 00 AM

Clay County
Board of Supervisors
P O Box 815
West Point, MS 397

AMY G BERRY
2013 DEC 26 AM 10 28
CLAY COUNTY
WEST POINT, MS

39773081515
Paving Of All Kinds

B & M PAVING COMPANY, INC.

PHONE 662-862-3594
FAX 662-862-4115

3418 HARDEN CHAPEL ROAD
FULTON MISSISSIPPI 38843

January 6, 2014

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

We are pleased to quote the following items for your yearly service bids per advertisement

Dump Trucks (14 yard beds)	\$60 00 per hour
Dozer D-65 P Komatsu (wide track) with operator	\$150 00 per hour
Dozer D-5 CAT (wide track) with operator	\$85 00 per hour
Excavator CASE 210 (wide track) 1 ½ yard bucket with operator	\$125 00 per hour
Excavator CASE 9030 (wide track) 1 ½ yard bucket with operator	\$125 00 per hour
Grader Champion 760 14ft mold board with operator	\$100 00 per hour
Loader John Deer 544 2 ½ yard bucket with operator	\$75 00 per hour
Dirt Pan John Deer 4840 8 yard pan with operator	\$75 00 per hour
Compactor 84" vibratory roller with operator	\$60 00 per hour
Compactor 60" vibratory roller with operator	\$40 00 per hour
Rubber Tired Rollers with operator	\$40 00 per hour
Backhoe CASE 580K with operator	\$65 00 per hour
Lowboy Equipment Hauler	\$125 00 per hour

Paving Of All Kinds

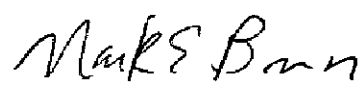
B & M PAVING COMPANY, INC.

PHONE 662-862 3594
FAX 662-862-4115

3418 HARDEN CHAPEL ROAD
FULTON MISSISSIPPI 38843

Reseal county roads including clipping and sweeping County furnishing materials	\$0 55 per sq yd
DBST paving, grading, shape and compact county roads County furnishing materials	\$1 45 per sq yd
Prime Coat County furnishing materials	\$0 40 per sq yd

Thank you,



Mark E Brown
Certificate of Responsibility # 05008

Paving Of All Kinds

ELAM TRUCKING INC
40023 LACKEY RD
ABERDEEN, MS 39730

JAN 02, 2014

PH 662-369-8728
FAX 662 369-8622

BOARD OF SUPERVISORS
CLAY COUNTY
P O BOX 815
WEST POINT, MS 39773

GENTLEMEN

WE ARE PLEASED TO SUBMIT THE FOLLOWING BIDS ON ITEM #(6) LIMESTONE
MATERIALS THIS BID IS A PER TON BASIS, PER DISTRICT, AS PER ADVERTISEMENT ALL
BIDS ARE FOR A ONE YEAR PERIOD, BEGINNING JANUARY 2014

CR ROCK MATERIAL	\$24 75
#1 6 56,57,	\$24 75
#7, #9 #89	\$25 35
RIP RAP	\$32 35

PLEASE NOTE THERE MAYBE A FUEL SURCHARGE OF 6% PER EVERY 20 CENTS INCREASE
ABOVE THE CURRENT FUEL PRICE OF \$3 659 PER GALLON

THANK YOU FOR THE OPPORTUNITY TO QUOTE THESE BIDS WE LOOK FORWARD TO
WORKING WITH YOU



GENE ELAM
ELAM TRUCKING

703

ELAM TRUCKIN INC
40023 LACKEY RD
ABERDEEN, MS 39730

AMY G. BERRY

2013 DEC 33 AM 9:47

CLAY COUNTY
WEST POINT, MS

BY _____ DC
CLAY COUNTY BOARD OF SUPERVISORS
P O BOX 815
WEAT POINT, MS 39773

County Bid
Item: #6 Limestone



PORT OF COLUMBUS RESALE
1864 PORT ACCESS ROAD
COLUMBUS MS 39701

Quotation No 173521
Page 1 of 2

1/2/2014 11 13 AM

To CLAY COUNTY BOARD OF SUPERVISORS
TERESA WARE
P O Box 815
West Point MS 39773

Customer # 37242164
Office Phone (662)492-3313
Cell Phone
Fax Number (662)492-4059

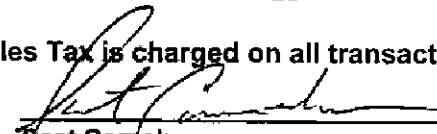
Job Name CLAY COUNTY ANNUAL BID
Location CLAY COUNTY MS
Other Info

Bid Date 01/07/2014
Void Date 01/07/2015

Product Description	State Item #	Plant	TON	\$/TON FOB PLANT	\$/TON Haul	\$/TON FOB@ JOBSITE
2-3 STONE		PORT OF COLUMBUS RESALE	1 00	22 00	4 75	26 75
1 1/2 STONE # 4		PORT OF COLUMBUS RESALE	1 00	22 00	4 75	26 75
1 1/4 STONE # 5		PORT OF COLUMBUS RESALE	1 00	22 00	4 75	26 75
3/8 CHIPS # 8		PORT OF COLUMBUS RESALE	1 00	23 00	4 75	27 75
3/4 CRUSHER RUN #610		PORT OF COLUMBUS RESALE	1 00	20 75	4 75	25 50
1 1/2 CRUSHER RUN # 410		PORT OF COLUMBUS RESALE	1 00	20 75	4 75	25 50
1/2 STONE # 7		PORT OF COLUMBUS RESALE	1 00	22 00	4 75	26 75
BLOCK MATERIAL		PORT OF COLUMBUS RESALE	1 00	20 75	4 75	25 50
100 LB Rip Rap		PORT OF COLUMBUS RESALE	1 00	26 00	5 50	31 50
200 LB RIP RAP		PORT OF COLUMBUS RESALE	1 00	28 00	5 50	33 50
# 57 / 67		PORT OF COLUMBUS RESALE	1 00	22 00	4 75	26 75

SALES TAX NOT INCLUDED

Sales Tax is charged on all transactions unless a valid Tax Exemption Certificate is on file

By  Date _____
Scot Cornelius
Sales - Alabama
scot.cornelius@rogersgroupinc.com
(256) 740-2298

TERMS AND CONDITIONS

*** SALES TAX NOT INCLUDED**

DELIVERED PRICES ARE BASED ON FULL LOADS (20 TONS OR MORE) A MINIMUM HAUL MAY BE APPLIED FOR SMALLER LOADS PRICES ARE GOOD FOR 30 DAYS UNLESS OTHERWISE SPECIFIED HAUL RATES AND PRICES ARE SUBJECT TO CHANGE AT ANY TIME BASED ON THE VOLATILITY OF THE OIL MARKET

* TO ENSURE PROPER PRICING WE MUST BE NOTIFIED AT YOUR EARLIEST CONVENIENCE PLEASE SIGN AND RETURN A COPY OF THIS QUOTE TO THE QUARRY WHEN YOU DETERMINE YOU WILL BE USING ROGERS GROUP FOR THIS JOB

AMY G BERRY
2014 JAN -3 AM 8:03
CLAY COUNTY
WEST POINT, MS

AMY G BERRY
2014 JAN -3 AM 8:10
CLAY COUNTY
WEST POINT, MS

Sealed bid for limestone to be opened by DC

Steve Yarbrough
ROGERS GROUP, INC.
620 Three Mile Lane, Tusculum, AL 35674



Attn Teresa Ware

Quote Name Clay County MS Term Bid
Quote # 3123013

Clay County MS
205 Court Street
WEST POINT MS 39773
Acct# 1674

2014 Jan 6 2014 - Jan 5, 2015

WEST POINT MS 39773

Date Sunday January 5 2014
Quote Created Saturday January 4 2014

Sales Rep Brett VanderMeeden
606 Avenue C
LAUREL MS 39440
Phone (601) 506-7677
Fax
Email Brett@vmcmail.com

Effective From Monday January 6 2014
Quote Expiration Thursday February 6 2014
Price Expiration Monday January 5 2015

Special Instructions

Haul rate is \$0 20 per ton mile minimum haul is \$5 00 per ton Prices do not include any applicable taxes

100 - Aggregates

Plant	Product Name	Product #	Qty U/M	F O B Plant Per Unit
SOUTH RUSSELLVILLE LIME	1 1/2 IN CRUSHER RUN	14021	0 Tons	\$10 00
SOUTH RUSSELLVILLE LIME	100 LB RIPRAP	47001	0 Tons	\$13 00
SOUTH RUSSELLVILLE LIME	200 LB RIPRAP	47031	0 Tons	\$13 00
SOUTH RUSSELLVILLE LIME	DOT 78	27301	0 Tons	\$12 50
SOUTH RUSSELLVILLE LIME	DOT 89	28341	0 Tons	\$12 50
SOUTH RUSSELLVILLE LIME	MS 300	46001	0 Tons	\$14 00
SOUTH RUSSELLVILLE LIME	NO 57 WASHED	25291	0 Tons	\$11 00

Prices quoted above do not include any state or local sales and use tax, if any applies for this project

Prices are FOB our facility as stated above Terms are Net 15th month prox Please note standard terms and conditions apply (Subject to credit approval)

This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review/revision Please contact Sales prior to placing the order

Accepted by

Date

Sales Representative

Date 1-5-14

We appreciate the opportunity to provide you this quote and trust that Vulcan will have the pleasure of serving your needs for this and future projects

GENERAL TERMS AND CONDITIONS

PRICES AND TERMS

Prices are based on the terms and conditions set forth on page 1 of this Quotation, of which these General Terms and Conditions form a part, the terms and conditions stated in Customer's Application for Business Credit, and, if applicable, any terms and conditions relating to the delivery or shipment of materials by truck, barge, vessel, rail or other means which are provided by Vulcan to Customer in addition to this Quotation (each a "Vulcan Sales Document" and collectively the "Vulcan Sales Documents"). Prices are available only to the customer specifically named therein, and are only for the quantities mentioned in such Quotation or Sales Order plus or minus 10% of such quantities. A delinquency charge of 1 1/2% per month or such maximum rate allowable by applicable law will be imposed upon all invoice amounts delinquent, before and after judgment. Quotation is offered for furnishing the total aggregate requirements for the project only. Customer's contract with Vulcan regarding the sale by Vulcan to Customer of the materials listed in this Quotation is subject to the terms and conditions set forth in the Vulcan Sales Documents. Prices reflect Customer's acceptance of materials at the quoted plant based upon gradation analysis performed and reported by Vulcan's certified plant quality control personnel. Any penalties that result from in-plant sampling shall be the full responsibility of Customer.

THE TERMS AND CONDITIONS OF THE VULCAN SALES DOCUMENTS GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES

If Customer has issued a purchase order for the materials quoted by Vulcan in this Quotation, this Quotation is not an acceptance of said purchase order, or any of its terms or conditions which are hereby rejected. Any sale by Vulcan to Customer of the materials listed in this Quotation shall be subject to the terms and conditions set forth in the Vulcan Sales Documents, and Customer's receipt or acceptance of said materials shall constitute acceptance of the offer that this Quotation constitutes. Any terms or conditions of a subsequent purchase order issued by Customer that are inconsistent with the terms and conditions of the Vulcan Sales Documents shall be null and void.

SHIPMENT AND DELIVERY

Unless a "delivered" price is quoted by Vulcan in the Vulcan Sales Documents, all prices are F O B point of shipment from the locations designated. All taxes applicable to the sale or delivery of materials that are not paid directly by Customer will be added to the sales price, invoiced to and paid by Customer unless Customer provides Vulcan with satisfactory evidence of exemption from same. Shipment will be in accordance with Customer's reasonable instructions or, if none, then by whatever means Vulcan shall deem practicable. The quantities of material delivered to Customer shall be conclusively presumed to be the quantities shown on the tickets produced from a certified weigh scale at Vulcan's quarry or sales yard.

CREDIT AND DEFAULT

Vulcan shall have no obligation to ship or deliver except upon its determination prior to each shipment or delivery that Customer is worthy of the credit to be extended and is not in default upon any obligation to Vulcan. Upon default, Customer agrees to pay all of Vulcan's collection expenses including attorneys' fees.

INSURANCE

A Memorandum of Insurance containing current information regarding Vulcan's insurance program is available at

EXCULPATORY PROVISIONS

Vulcan shall have no liability for delay or failure to make shipments or delivery as a result of strikes, labor problems, severe weather conditions, casualty, mechanical breakdown or other conditions beyond Vulcan's reasonable control. In no event shall Vulcan be liable for any incidental or consequential damages. Vulcan's liability and Customer's exclusive remedy for any cause of action arising out of the provision of material quoted herein shall be the replacement of or payment of the purchase price for the materials which are the subject of this Quotation.

CHANGE OF TERMS

Vulcan may change the price, quantity and/or any other terms and conditions of this Quotation upon 30 days' notice to Customer.

APPLICABLE LAW

All orders are subject to acceptance by Vulcan at the headquarters of its Central Region in Birmingham, Alabama, and the laws of the state in which the materials are delivered shall apply to the sale of all materials subject hereto.

LIMITED WARRANTY AND WARRANTY DISCLAIMER

Vulcan warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. **VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. **VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.**

Vulcan
Materials Company

SOUTHERN AND GULF COAST DIVISION
VULCAN CONSTRUCTION MATERIALS LP
LAUREL SALES OFFICE
606 AVE C
LAUREL MS 39440

AMY G BERRY
2014 JAN -6 AM 8:46

CLAY COUNTY
WEST POINT, MS

BY _____ DC

Clay County
Attn: Chancery Clerk
205 Court St
West Point, MS

Sealed Bid, Limestone
Bid date 1/6/14 = 900



Stone Prices FOB West Point (Tom Soya Grain Co)

<u>Material</u>	<u>Price</u>
100 lb & 200 lb Rip Rap	\$28 00
4's, 57's, & 67's	\$21 75
7's & 89's	\$22 75
810 Screenings	\$21 00
610 Base <i>u2</i>	\$21 00
¾" & Down Base	\$21 00

Pricing is fob 11018 Old Highway 50, West Point, MS 39773

Haul rate for Clay County is \$4 25/ton for crushed stone and \$5 00/ton for rip rap

Prices are effective from January 1, 2014-December 31, 2014

For orders or questions call Jimmy Watts 228-669-1000

AMY G BERRY
2014 JAN -3 AM 11 50
CLAY COUNTY
WEST POINT MS
BY _____ D.C.

Sealed B.D.
Crushed Limestone
Clay County
Bid Date: January 6 2014
9:00 AM



APAC-Mississippi, Inc

462 Lake Norris Road • Columbus, Mississippi 39701 • (662) 328-6555

December 30, 2013

Board of Supervisors
Clay County Purchasing
Attn Ms Teresa Ware
P O Box 815
West Point MS 39773

HOT AND COLD MIX ASPHALT SUPPLY BID

Gentlemen APAC-Mississippi, Inc is pleased to bid on the following materials which are guaranteed to meet Mississippi Department of Transportation specifications

HOT MIX

F O B Columbus, MS plant	\$79 50/TN
F O B Hamilton, MS plant	\$79 50/TN

COLD MIX

F O B Columbus, MS plant (AE-3) (Limestone)	\$83 50/TN
---	-------------------

The above prices will remain in effect for twelve (12) months from January 6, 2014 through January 5, 2015

This bid is not made to the exclusion of other bidders, we will supply all or any part of your requirements Your business is sincerely appreciated and we hope we can be of service to you on the basis of this bid

Respectfully submitted,

Scott Glusenkamp
Area Manager

Columbus
328-6555

Corinth
286-3306

Hamilton
343-9300

Starkville
323-9569

Tupelo
348-2214



APAC Mississippi Inc
Northern Division
P O Box 1388 • Columbus Mississ

CERTIFIED MAIL



7000 0520 0016 3879 2112



BY _____
CLAY COUNTY
WEST POINT, MS
2014 JAN -2 AM 11:56
AMY G BERRY

Board of Supervisors
Clay County Purchasing
Attn Ms Teresa Ware
P O Box 815
West Point, MS 39773

NAME _____
TST NOT
JAN 02 2013
2ND NOTICE
RETURN _____

Sealed Bid to Be opened Jan 6, 2014 @ 9:00 A m
Cold mix / Hot mix Asphalt Supply Bid

39773081515





PO Box 333
Nettleton, MS 38858
662-256-4529

January 6, 2014

Honorable Board of Supervisors
Clay County
PO Box 815
West Point, MS 39773

Re Bid on item # 5-Cold Mix Asphalt

Dear Honorable Board of Supervisors

We are pleased to bid on the following item for the period of January 6, 2014 through January 5, 2015

Cold Mix Asphalt (limestone) @ \$84.00 (Eighty four dollars)
per ton – FOB our plant in Wren, MS

Cold Mix Asphalt (limestone) @ \$96.00 (Ninety-six dollars) per ton **Delivered**
to all districts in Clay County (25 Ton Minimum Order)

*Please note This price is based on the current asphalt index published on December 9 2013
Adjustments shall be made according to this index and the Mississippi State Highway Department
Special Provisions in order to provide the lowest possible material cost*

We appreciate the opportunity to serve you!

Respectfully,

A handwritten signature in black ink, appearing to read "Libby Hudson", is written over the printed name.

Libby Hudson

Owner

Cold Mix, Inc

Privilege License # 4205

"There's no other mix like it...anywhere!"
Premium Cold Mix Asphalt Products
32807 Highway 45 South at Wren



ADD POSTAGE AND POSTAGE
PAID PERMIT NO. 1

Honorable Board of Supervisors
Clay County
BY _____

PO Box 815
West Point, MS 39773
CLAY COUNTY
WEST POINT, MS
2014 JAN -2 AM 11:56

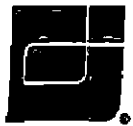
AMY G BERRY



39773081515

Sealed
Bid on Good
Mix Asphalt -
Item 5
To be opened Jan 6, 2014





Ergon
Asphalt & Emulsions, Inc.
a company that works™

January 6 2014

Clay County Board of Supervisors
Clay County Office of the Chancery Clerk
205 Court Street
West Point MS 39773

RE Bid for Asphalt Emulsions for Clay County, Mississippi for the period from January 6 2014 to January 5, 2015

Gentlemen

We are pleased to quote you the following prices delivered in full truck transport quantities to any destination in Clay County Mississippi

ASPHALT EMULSION

**CRS-2 \$2 3114/per gallon tied to the MS December 2013 Index (-\$ 10)

**CRS-2P \$2 5930/per gallon tied to the MS December 2013 Index (-\$ 10)

**Price will be adjusted monthly based on previous months index

Ergon allows two (2) hours unloading time after that we charge \$80 per hour demurrage

Ergon guarantees the quality of all products to be in full compliance with specifications prescribed by the Mississippi State Highway Department

Federal tax identification number 64-0666411

Respectfully yours,
ERGON ASPHALT & EMULSIONS

Doug Horne

Doug Horne
Area Sales Manager
DH/ja

Federal Environmental Fee will be added to above prices at rate of \$ 4424/ton for asphalt & polymer loads or \$ 20133/gal for emulsion loads.

P.O. Box 13387 1989 Channel Ave Memphis Tennessee 38113-0387
901 947 5800 Fax 901-774-4562 Customer Service 800-222 7122

December 9, 2013

In accordance with Senate Bill No 2241 of the Mississippi Legislature Regular Session 1981, the industry wide current petroleum products base prices for contracts to be let in December 2013 are furnished as follows

FUELS

	<u>Per Gallon</u>	<u>Per Liter</u>
Gasoline	\$2 7588	\$0 7288
Diesel	\$3 3809	\$0 8931

MATERIALS OF CONSTRUCTION

<u>ASPHALT CEMENT</u>	<u>Per Gallon</u>	<u>Per Ton</u>	<u>Per Liter</u>	<u>Per Metric Ton</u>
Viscosity Grade AC-5	\$2 4068	\$571 00	\$0 6358	\$629 41
Viscosity Grade AC-10	\$2 4131	\$572 50	\$0 6375	\$631 06
Viscosity Grade AC-20	\$2 3604	\$560 00	\$0 6236	\$617 28
Viscosity Grade AC-30	\$2 3604	\$560 00	\$0 6236	\$617 28
Grade PG-64-22	\$2 3544	\$558 57	\$0 6220	\$615 71
Grade PG-67-22	\$2 3507	\$557 71	\$0 6210	\$614 76
Grade PG-76-22	\$2 9992	\$711 56	\$0 7923	\$784 35
Grade PG-82-22	\$3 2245	\$765 00	\$0 8518	\$843 25
<u>EMULSIFIED ASPHALTS, PRIMES, & TACK COATS</u>				
Grade SS-1	\$2 3103		\$0 6103	
Grade RS-2C (CRS-2)	\$2 2329		\$0 5899	
Grade CRS-2P	\$2 5145		\$0 6643	
Grade EA-1, EPR-1, & AE-P	\$3 0667		\$0 8101	
Grade MC-70	\$4 1438		\$1 0947	
Grade CSS-1 & 1H (Undiluted)	\$2 3665		\$0 6252	
Grade CSS-1 & 1H (Diluted 1 to 1 Fog Seal)	\$2 1000		\$0 5548	

RICHARD CHISOLM, P E
STATE CONSTRUCTION ENGINEER

RC tmb

Magnolia Clipping Service

0108 ERGON INC

(601) 856-0911

Report Created 12/26/2013

Legals@MagnoliaClips.com

Hattiesburg, MS

Hattiesburg American - 12/26/2013

NOTICE TO BIDDERS NOTICE is hereby given that the Board of Supervisors of Forrest County Mississippi will receive sealed bids until 10 00 a m on January 14 2014 for annual bids for the following commodities and services cover aggregate and dry rip rap <_asphalt_> hot mix asphaltic cold mix liquid <_asphalt_> traffic signs street name signs and posts gravel limestone petroleum products ready mix concrete janitorial supplies, road striping equipment rental culverts and slurry seal and micro surfacing Prices should be for the period through January 19 2015 or until subsequent award of new term bids The above shall be bid upon and delivered as per detailed specifications on file in the Office of the Purchasing Clerk Post Office Box 1310 641 Main Street Hattiesburg MS 39403 1310 (601 545 6078) which may be obtained upon request Bidders must use bid forms furnished by Forrest County Bids submitted otherwise will be rejected Each BID must be received in a sealed envelope which is marked in the lower left hand corner with the word BID and the NAME OF ITEM on which the bid is being made and the DATE OF BID OPENING The lowest and best bid received will be accepted subject to the provisions of Section 31 7 13 of the Mississippi Code of 1972 Annotated as Amended and other applicable State Law and further the Board of Supervisors reserves the right to reject any or all bids received and to waive informalities Published by Order of the Forrest County Board of Supervisors adopted on the 16th day of December 2013 FORREST COUNTY MISSISSIPPI /s/ david hogan David Hogan President Forrest County Board of Supervisors ATTEST /s/ jimmy c havard Jimmy C Havard Chancery Clerk

West Point, MS

Daily Times Leader - 12/20/2013

ADVERTISEMENT FOR BIDS Notice is hereby given that the Board of Supervisors of Clay County Mississippi will receive bids until the hour of 9 00 o'clock a m on the 6th day of January 2014 at the Office of the Chancery Clerk of Clay County Mississippi for the sale to and for the use of according to the requirements of said County and various road districts and public offices of the said County from January 6 2014 until January 5 2015 the following supplies and materials and other related matters to wit ft) Creoste bridge lumber and untreated bridge lumber (2) Metal spiral culverts poly pipe and concrete pipe (suppliers must guarantee a 5 working-day delivery period for all type culverts and pipe alternate bids will be accepted and used if the primary bidders cannot meet the 5 day delivery time from on any order) (3) Grader blades grader blade bolts and bevel ends (Minimum order ten (10) sets delivered price (4) CRS 2 <_Asphalt_> cement (AC 5 and MC 1) per gallon and any other cover aggregates (5) Hot mix and Cold mix (Bidders for hot mix and cold mix must also submit bud for the hauling of -hot mix and cold mix as well) (6) Limestone materials (7) Roundup or its equivalent 2 4 D or its equivalent and Oust or its equivalent (8) Notice is also given that at the same time and place bids wllf be received for sand gravel clean washed road gravel pea rock dirt and other road building materials and will at the same time and place receive bids for hauling sand gravel clean washed road gravel pea rock did and other road building materials on a ton-per mile basis to points in various road districts of the County Clay gravel must be quoted on a per yard basis All other types of gravel to be bid on a per ton price (9) Notice is also given that at the time and place bids will be received for rental of equipment including bulldozers motor graders tractors trucks pans front end loaders drag lines <_asphalt_> spreaders rollers and other road-building equipment with and without operator Specify size and brand name of equipment to be rented Rates shall not be more than those rates quoted in the Association of Equipment Dealers national average for rental rates based on the eaupment being bid (10) DBST (mix shape and compact to be included) and single bituminous surface treatment to bid two (2) ways 1) With County furnishing materials and 1) Without County furnishing materials All work and materials shall be in accordance to Mississippi Standard Specifications for State Aid Road and Bridge Construction and are subject to testing and/or certification The following rates of applications shall be used on all Bituminous Surface Treatments | Double Bituminous Surface Treatment With Prime Coat Item Rate Prime coat (MC 70 or EA 1 0 30 galXs y <_Asphalt_> for Surface Treatment (CRS 2P) 0 90 gafts y Cover Aggregate (Size 56 or Size5)Q 52cu ffts v | Seal Aggregate (Size 8) 0 28 cu ffts y | Blotter Material 0 04 cu ffts y Double

Page 1 of 2

Bituminous Surface Treatment Without Prime Coat Item Rate <_Asphalt_> for Sudace Treatment (CRS 2P) f 00ga(\s y | Cover Aggregate (Size 546 or Size 5) 0 52 cu ffts y | Seal Aggregate (Size 7) 0 2S cu ffts y Blotter Material 0 04 cu ffts y | Single Bituminous Surface Treatment Item Rate <_Asphalt_> Surface Treatment (CRS 2P) 0 40 gal's y Seal Aggregate (Size 7) 0 28 cu ffts y Blotter Material 0 04 cu ffts y (11)

Alt bids are to be quoted with a delivered price and an FOB your plant quote In addition to bidding as heretofore requested in No 10 above bidders are also requested to bid on the item to each respective Supervisor s District whereby the Board could accept bids for those road building materials on a p& district basis as well as a County wide basis The Board specifically requests that bids for these ferns be on a ton per yard basis rather than by weight The outside of each bid should clearly list and specify each and every item being bid upon The Board intends to accept the lowest and best bid tor ail items on which they receive bids and it shall be within the discretion of the Board to determine and adjudicate which bid or bids represent the fewest and best bid on any and ail items on which bids are received it is the intention of the Board of Supervisors that bidders specify within the b'd each and every item and price per item upon which they are submitting bids and further the Board does not wish to receive bids that provide for change in price during the term for which bids are submitted The Board does not desire to receive bids providing for discounts but desires to receive net price bids The Board reserves the right to accept and reject ail bids received and to waive ail formalities with the acceptance or rejection of bids Published by order of the Board of Supervisors this 5th day of December 2013 /s/Amy G Berry Clerk of the Board of Supervisors Publish 12/20/13 12/27/13

Copyright © 2013 Magnolia Clipping Service ALL RIGHTS RESERVED

"Sealed Bid"

Date: 1-6-2014

Time: 9:00 AM

Bid on:
CRS-22
CRS-24

Liquid Asphalt

63



Extremely Urgent

Page 1 of 2

nts Only

with the container and

From: (901) 947 5900
Julie Atkinson
Ergon T. Manning, Inc.
1908 Channel Ave
Memphis, TN 38113

Origin ID: ARGA



Ship Date: 12/31/2013
Addtlg: 0.3 LB
DAD: 13476894213430

Delivery Address Bar Code



SHIP TO (602) 484-7124
Office of Chancery Clerk
Clay County Board of Supervisors
205 COURT ST
WEST POINT MS 39773

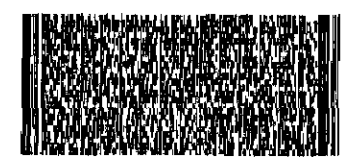
BILL SENDER

Ref #
Invoice #
PO #
Dept #

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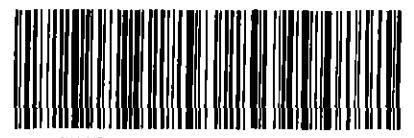
TUE 31 DEC AM
STANDARD OVERNIGHT

TRKM 7975 2188 9638
0294



XX GTRA

3977
7975
MEN



51425562 402

AMY G BERRY
2013 DEC 31 AM 10 18
CLAY COUNTY
WEST POINT, MS
BY _____ D C

- After printing this label
1. Use the "Print" button on this page to print your label to your laser or Inkjet printer
 2. Fold the printed page along the horizontal line
 3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, or purchase additional insurance.

HENRY BACKHOE & DOZER
5306 WINDY RIDGE ROAD
WEST POINT, MS. 39773
662-295-8785

DATE January 6, 2014

TO Clay County Board of Supervisors

SUBJECT Bid submission for equipment labor

416D Cat Backhoe with operator

BID: \$60.00(sixty dollars) per hour with operator

Jeff Henry



HENRY BACKHOE & DOZER
5306 WINDY RIDGE ROAD
WEST POINT, MS. 39773
662-295-8785

DATE January 6, 2014

TO Clay County Board of Supervisors

SUBJECT Bid submission for equipment labor

D3 Cat dozer with operator

BID: \$65.00(sixty-five dollars) per hour with operator

Jeff Henry



HENRY BACKHOE & DOZER
5306 WINDY RIDGE ROAD
WEST POINT, MS. 39773
662-295-8785

DATE January 6, 2014

TO Clay County Board of Supervisors

SUBJECT Bid submission for equipment labor

6/8 yard Dump truck with operator

BID: \$60.00(sixty dollars) per hour with operator

Jeff Henry



Amy G. Perry

13 DEC 34 PM 1 21

CLAY COUNTY
WEST POINT MISS
D.C.

2014 Equipment Rentals

Clay Co Board of Supervisors

*Coker Construction
950 Hamlin Road
West Point, MS 39773
662-251-2039*

Bid date January 6, 2014

Bid to Clay County Board of Supervisors

Equipment Supply Bid year 2014

Item Bid John Deere 310-G Backhoe @ \$40 00 per hour

Item Bid 8 yard Dump Truck @ \$30 00 per hour

Item Bid 31-P Komatsu Dozer @ \$50 00 per hour

All prices quoted without operator



Neal Coker

Coker Construction

AMY G BERRY
2014 JAN -6 AM 8 09
CLAY COUNTY
WEST POINT, HS
BY _____

Clay County Board of Supervisors

Equipment Supply Bid year 2014

B & M PAVING COMPANY, INC.

PHONE 662-862-3594
FAX 662-862 4115

3418 HARDEN CHAPEL ROAD
FULTON, MISSISSIPPI 38843

January 3, 2014

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

We are pleased to quote the following items for your yearly service bids per advertisement

Dump Trucks (14 yard beds)	\$60 00 per hour
Dozer D-65 P Komatsu (wide track) with operator	\$150 00 per hour
Dozer D-5 CAT (wide track) with operator	\$85 00 per hour
Excavator CASE 210 (wide track) 1 ½ yard bucket with operator	\$125 00 per hour
Excavator CASE 9030 (wide track) 1 ½ yard bucket with operator	\$125 00 per hour
Grader Champion 760 14ft mold board with operator	\$100 00 per hour
Loader John Deer 544 2 ½ yard bucket with operator	\$75 00 per hour
Dirt Pan John Deer 4840 8 yard pan with operator	\$75 00 per hour
Compactor 84" vibratory roller with operator	\$60 00 per hour
Compactor 60" vibratory roller with operator	\$40 00 per hour
Rubber Tired Rollers with operator	\$40 00 per hour
Backhoe CASE 580K with operator	\$65 00 per hour
Lowboy Equipment Hauler	\$125 00 per hour

Paving Of All Kinds

B & M PAVING COMPANY, INC.

PHONE 662-862-3594
FAX 662-862-4115

3418 HARDEN CHAPEL ROAD
FULTON, MISSISSIPPI 38843

Reseal county roads including clipping and sweeping
County furnishing materials \$0 55 per sq yd

DBST paving, grading, shape and compact county roads
County furnishing materials \$1 45 per sq yd

Prime Coat
County furnishing materials \$0 40 per sq yd

Thank you,



Mark E Brown
Certificate of Responsibility # 05008

Paving Of All Kinds

B & M PAVING COMPANY, INC.

3418 HARDEN CHAPEL RD
FULTON MS 38843

MEMPHIS TN 381
17 DEC 2013 PM 5 L



Sealed Bid Equipment Rental &
Paving
Friday, January 8, 2014
at 9 00 Am

Clay County
Board of Supervisors
PO Box 815
West Point, MS 39773

39773*0815 Paving Of All Kinds

702



January 6, 2014

Bid to Clay County Board of Supervisors

Gentlemen,

Falcon Contracting Co , Inc would like to take this opportunity to submit the following bid for

Equipment Supply Bid year 2014

Item Bid	50 ton Lowboy and Tractor with operator	@ \$100 00 p/hr
Item Bid	20 yard dump trailer and truck with operator	@ \$75 00 p/hr
Item Bid	Cedar Rapids Asphalt Paver with operator	@ \$85 00 p/hr
Item Bid	RC350 Broce Power Broom without operator	@ \$50 00 p/hr
Item Bid	Komatsu PC 200 Track Excavator without operator	@ \$90 00 p/hr
Item Bid	Komatsu 380 Frontend Loader without operator	@ \$90 00 p/hr
Item Bid	Komatsu 31-P Wide Track Dozer without operator	@ \$70 00 p/hr
Item Bid	140-G Caterpillar Motor Grader without operator	@ \$75 00 p/hr

Thank you for this opportunity to quote this work

Sincerely,

Neal Coker - President
Falcon Contracting Co , Inc


FALCON
CONTRACTING CO., INC
P O BOX 5044
1500 MOSS STREET
COLUMBUS, MS 39704

BY _____
CLAY COUNTY
WEST POINT, MS
Clay County Board of Supervisors
Equipment Supply Bid year 2014
2014 JAN -6 AM 8-09
AMY G BERRY

734

G & O SUPPLY CO., INC.

1408 D L COLLUMS DRIVE

Tupelo, MS 38801

662-840-3003 * 888-267-0442 * FAX 662-840-0304

**1408 D L Collums Dr
TUPELO, MS 38801
662-840-3003**

**333 STONEWALL ROAD
BYHALIA, MS 38611
662-838-5122**

**2052 FORREST AVE
JACKSON, MS 39206
601-366-7444**

**18188 HIGHWAY 49
SAUCIER, MS 39574
228-832-9655**

December 30, 2013

Clay County

G & O Supply Company, Inc is a stocking distributor for Grader Blades for all sizes range from 1/2" x 6", 1/2" x 8", 5/8" x 8" Grader Blades We are a locally owned Mississippi Corporation based in Tupelo, Mississippi with 4 locations throughout the State in Jackson, Tupelo, Saucier, and Byhalia

G & O Supply has been providing drainage pipe and construction products to Mississippi Counties and Cities for over 50 years We are committed to providing the best possible service at competitive prices to our customers We maintain a complete inventory of Grader Blades having Tempered Steel, square ends, beveled edges, 05 Max Sulphur, 60- 90 Manganese, 80- 93 Carbon, 04 Max Phosphorus, 35 Max Silicone, Brinnel Hardness 250-350 Grader Blades are packaged 10 blades per bundle Bolts (2" & 2 1/2" are 80 pcs per box and 3" Bolts are packaged 60 pcs per box

Respectfully Submitted,



Davis M Broadwater
G & O Supply Co , Inc

Order Contact Information

Chuck Carson
1-888-267-0442 Toll Free Telephone #
662- 840-0304 Fax
ccarson@gosupplyinc.com

www.gosupplyinc.com

G & O SUPPLY CO., INC.

1408 D L. COLLUMS DRIVE

TUPELO, MS 38801

662-840-3003 * 888-267-0442 * FAX 662-840-0304

**1408 D L. COLLUMS DRIVE
TUPELO, MS 38801
662-840-3003**

**333 STONEWALL ROAD
BYHALIA, MS 38611
662-838-5122**

**2052 FORREST AVE
JACKSON, MS 39206
662-366-7444**

**18188 HIGHWAY 49
SAUCIER, MS 39574
228-832-9655**

12/30/2013

CLAY COUNTY BOARD OF SUPERVISORS

RE Grader Blade Bid

Pursuant to your request for bids, G & O Supply Co , Inc submits
the following bid

1/2" x 6" x 6' Double Beveled	\$7 10/LF	\$42 60/Each Blade
1/2" x 6" x 7' Double Beveled	\$7 10/LF	\$49 70/Each Blade
1/2" x 6" x 8' Double Beveled	\$7 10/LF	\$56 80/Each Blade
1/2" x 6" x 9' Double Beveled	\$7 10/LF	\$63 90/Each Blade
1/2" x 6" x 10' Double Beveled	\$7 10/LF	\$71 00/Each Blade
1/2" x 8" x 6' Double Beveled	\$9 95/LF	\$59 70/Each Blade
1/2" x 8" x 7' Double Beveled	\$9 95/LF	\$69 65/Each Blade
1/2" x 8" x 8' Double Beveled	\$9 95/LF	\$79 60/Each Blade
1/2" x 8" x 9' Double Beveled	\$9 95/LF	\$89 55/Each Blade
5/8" x 6" Double Beveled	8 26/LF	
5/8" x 8" Double Beveled	11 90/LF	
Grade 8 Bolts with nuts 5/8" x 2", 2 1/2", 3"		\$1 84/Each
Grade 8 Bolts with nuts 3/4" x 2", 2 1/2", 3"		\$2 10/Each

Specifications Tempered Steel, square ends, beveled edges, 05 Max Sulphur, 60 - 90
Manganese, 80 - 93 Carbon, 04 Max Phosphorus, 35 Max Silicone, Brinnel hardness 250-350
Packaged 10 Blades per bundle Bolts (2" & 2 1/2" = 80 pcs Per box 3" = 60 pcs per box
Blades same price regardless of bolt hole size either 3/4" or 5/8"

This bid is firm for time period as advertised

Respectfully Submitted,

G & O Supply Co , Inc

Davis W. Broadwater

www.gosupplyinc.com

G & O Supply Co., Inc.

1408 D L Collums Drive
Tupelo, MS 38801

Chancery Clerk
Clay County Courthouse
205 Court Street
West Point, MS 39773

SEALED BID
GRADER BLADE BID
BID DATE: JANUARY 6, 2014 @ 9:00 A.M.

CLAY COUNTY COURT HOUSE
205 COURT ST
WEST POINT MS 39773-2984
P.O. BOX 2846
WEST POINT MS 39773-2984
1290356037500
8357
JAN 27 2014

DAVIS BROADWATER
(801) 421 8028
THE UPS STORE #4486
123A HIGHWAY 89 EAST
CLINTON MS 38658
SHIP CHANCERY CLERK
TO CLAY COUNTY COURTHOUSE
205 COURT ST

WEST POINT MS 39773-2984
MS 397 0-01

UPS GROUND
TRACKING # 1Z 0V3 554 03 7500 R3 7



BILLING P/P

AMY G BERRY
1290356037500
JAN 27 2014
CLAY COUNTY
SHIP TO WEST POINT MS

Go Supply Co, Inc
Sealed Bins INS103
Camp Hops
Grinder Blades
1/6/14 @ 9.00

AMY G BERRY
CLAY COUNTY
1290356037500
JAN 27 2014



Clay County Cooperative

John S Elliott, Manager
632 West Broad Street
West Point, Mississippi 39773

Phone 494-4676

January 3, 2014

We bid \$479 00 on 30 gal Cornerstone (generic Roundup)
\$44 00 per 2 5 gal 2,4-D Amine



John S Elliott, Manager

Clay County Co-op
bid

AMY G BERRY
2014 JAN -3 PM 3:49
CLAY COUNTY
WEST POINT, MS
BY _____ DC

2
r



HELENA CHEMICAL COMPANY
Greg J Wall
Industrial and Aquatics Sales and Application
PO Box 219
Sturgis MS 39769
Telephone 662/312-0510
FAX 662/465-8700

12-15-13

Clay County Supervisors
PO Box 815
West Point, MS 39773

Bid for herbicides source of supply Jan 2014

Perspective	8x5	\$ 73 60 lb	
MSMA	2x2 5	21 77 gal	
Roundup Pro Concentrate	30's	18 46 gal	50 2%
	2x2 5	18 46 gal	
Generic roundup	30 s	17 70 gal	41 % 531 "
	2x2 5	17 70 gal	
Quest	2x2 5	17 25 gal	
Milestone VM	2x2 5	299 73gal	
Ground Zero	12x1	9 45pt	
Grounded	2x2 5	19 50 gal	
Oust generic	8x3	43 00 lb	
Oust	8x3	59 00 lb	
Surfactant	2x2 5	11 28 gal	
Trycera	2x2 5	85 28 gal	
2,4D "Barrage"	2x2 5	28 50 gal	contains surfactant
2,4 D amine	2x2 5	17 95 gal	

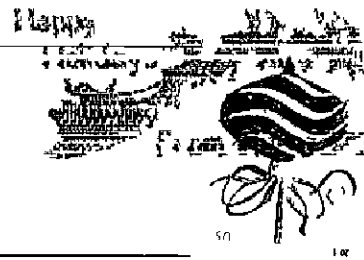
Signed,

Greg J Wall
Helena Chemical



GREG J. WALL
Industrial and Aquatics Sales and Application
HELENA CHEMICAL COMPANY
PO Box 219
Sturgis MS 39769

16 DEC 2013 PM 3 L

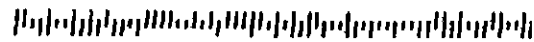


Bid: AMY G BERRY
2013 DEC 17 PM 3 26
CLAY COUNTY
WEST POINT, MS
des

Clay County Supervisors
PO Box 815
West Point, MS 39773

Due: 1/6/14 10:00 A.M.

39773061515



PRESTON DOBBS TRUCK SERVICE
& GRAVEL SALES
Hamilton, MS. 39746
Phone & Fax 662-343-5150

Submitted to

Board of Supervisors

Clay Co. MS

Chavez clock of clay Co P.O. Box 215
West Point, MS 39173

Please consider this BID for the following items.

Clay Gravel	<u>3.00</u>	per yd
Sand & Gravel	<u>1.50</u>	per yd
Topsoil	<u>1.00</u>	per yd
Fill dirt & Waste gravel	<u>2.50</u>	per yd
Waste Sand	<u>3.00</u>	per yd
Wash Gravel	<u>3.00</u>	per yd

All items are F.O.B. Hamilton, MS Pit location. Delivery of material from pit location in Hamilton, MS. requested location.

Can be arranged for an additional 25¢ Per yd per Mile

This BID will expire First Monday morning 2015
month of October

PRESTON DOBBS

Preston Dobbs

DATE

11-23-2013

Preston Dobbs Truck & Grass Sales
PO Box 9
Hamilton, MS 39742

Bid Grass
January

Board of Supervisors Clay Co.
Chancery Clerk office
PO Box 815
West Point, MS. 39773

AMY G BERRY
2013 DEC 16 AM 9.05
CLAY COUNTY
WEST POINT, MS
BY _____ DC

PRICE QUOTATION

BACCO MATERIALS, INC

P O BOX 8940
COLUMBUS MS 39705-0014
Phone (601) 434-0171
Fax (601) 434-0173

HONORABLE BOARD OF SUPERVISORS

CLAY COUNTY
P O BOX 815
WESTPOINT MS 39773

Date December 19 2013

Project General Requirements
Shipping Point Bacco Materials Plant

QUOTATION IS SUBJECT TO CONDITIONS NOTED ON BACK PAGE

Mat Code	Description	Price
Prices FOB Bacco Materials Plant Site FOR SALE BETWEEN 01/06/2014 AND 01/05/2015		
		PER TON
8	FILL DIRT	\$3 60
9	TOPSOIL	\$10 00
151	MASON SAND	\$11 50
155	WASHED FILL SAND	\$5 75
212	CLEAN WASHED ROAD GRAVEL	\$9 25
214	PEA GRAVEL	\$6 00
245	OVERSIZE GRAVEL	\$11 75
601	CLAY GRAVEL	\$4 00
607	PITRUN BEDDING	\$4 50

We hereby accept the above offer and agree to its terms and conditions on this the _____ day of _____, 19____ Please mail invoices to _____

Customer _____

By _____

Note to Customer Please sign and return a copy to our office, retaining a copy for your files

By _____


H Carlisle Campbell President
Bacco Materials Inc

PRICE QUOTATION

BACCO MATERIALS, INC

P O BOX 8940

COLUMBUS MS 39705-0014

Phone (601) 434-0171

Fax (601) 434-0173

HONORABLE BOARD OF SUPERVISORS

CLAY COUNTY

P O BOX 815

WESTPOINT MS 39773

Date December 19 2013

Project General Requirements

Shipping Point Bacco Materials Plant

QUOTATION IS SUBJECT TO CONDITIONS NOTED ON BACK PAGE

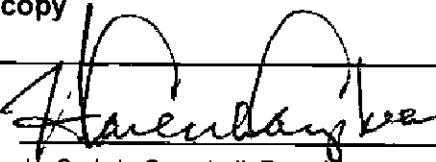
Mat Code	Description	Price
Prices FOB Bacco Materials Plant Site		
FOR SALE BETWEEN 01/06/2014 AND 01/05/2015		
		PER TON
8	FILL DIRT	\$3 60
9	TOPSOIL	\$10 00
151	MASON SAND	\$11 50
155	WASHED FILL SAND	\$5 75
212	CLEAN WASHED ROAD GRAVEL	\$9 25
214	PEA GRAVEL	\$6 00
245	OVERSIZE GRAVEL	\$11 75
601	CLAY GRAVEL	\$4 00
607	PITRUN BEDDING	\$4 50

We hereby accept the above offer and agree to its terms and conditions on this the _____ day of _____, 19____. Please mail invoices to _____

Customer _____

By _____

Note to Customer Please sign and return a copy to our office, retaining a copy for your files

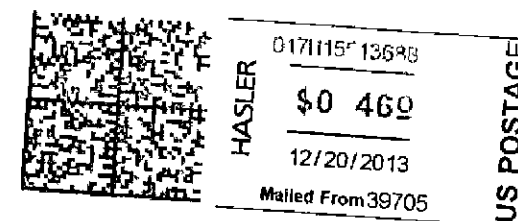
By 

H. Carlisle Campbell President

Bacco Materials Inc

BACCO
Materials, Inc.

P O Box 8940
Columbus, MS 39705-0014



39773081515

"Sealed bid for sand and gravel
to be opened at 9:00 AM on 1/10/2014"

PARKER SAND AND GRAVEL
399 BARTON FERRY RD
COLUMBUS,MS 39705
662 434-8555 FAX 434-8096

JAN 2,2014
BOARD OF SUPERVISORS
CLAY COUNTY,MS
P O BOX 815
WEST POINT,MS 39773

BID FOR YEAR 2014
BID DATE JAN 6,14 9 00 AM

WASH GRAVEL-----\$8 50 PER TON
PEA GRAVEL-----\$7 50 PER TON
OVERSIZE GRAVEL-----\$11 00 PER TON
WASHED FILL SAND-----\$3 00 PER TON
CONCRETE SAND -----\$3 50 PER TON
CONCRETE GRAVEL#57-----\$9 50 PER TON
TOP SOIL-----\$6 50 PER TON
FILL SAND-----\$3 00 PER TON
FILL DIRT----- \$3 50 PER TON

THESE PRICES ARE FOB MY PIT LOCATED IN LOWNDES CO
APPROXIMATELY 8 MILES NORTH OF COLUMBUS AT
HWY 45N AND BARTON FERRY RD

SINCERELY


FLORENCE K PARKER

Parker Sand & Gravel
399 Barton Ferry Rd
Columbus, MS 39705

*Bill for gravel
open Jan 6, 2014*

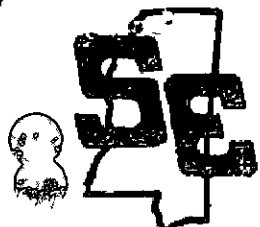
27 DEC 2013 PM 2 1



Amy G. F.
13 DEC 30 PM 1 25
CLAY COUNTY
WEST POINT, MISS
D C

39773081515





Springer Engineering, Inc.
206 Old West Point Road
Starkville, MS 39759
Phone 662-323-2296
Fax 662-323-2297
springerms@bellsouth.net

May 29, 2013

William Shirley
174 Scarlet Drive
Columbus, Mississippi 39705

**RE ATTERBERG LIMIT AND GRADATION
BARTON FERRY AND TIBBEE PITS
CLAY COUNTY, MISSISSIPPI**

Dear Mr Shirley

Recently five (5) samples were collected by Springer Engineering from the above-mentioned pits. Laboratory analysis of the samples included Atterberg Limits (ASTM D-4318-98) and Grain Size analysis (ASTM D-422). The Atterberg Limit was conducted to determine the soil susceptibility to shrink and swell with changes in moisture. The liquid limit is the moisture content at which the soil has characteristics of a liquid, and the plastic limit is the moisture content which a soil changes from a solid to a plastic state. The plasticity index (PI) is the numerical difference between the liquid and plastic limit and is indicative of the relative activity of the soil. Soils exhibiting a low plasticity index are relatively inactive and are usually suitable as foundation material.

\$5,000 YARDS DIRT \$125 YARD
Within 7 Days
Divide W Shirley AA ENTERPRISE LLC

The Grain Size analysis was used in classifying the soils in accordance with the Unified Soil Classification System. The results of the laboratory analysis are listed below.

	<u>BARTON FERRY PIT</u>			<u>TIBBEE PIT</u>	
	<u>WEST</u>	<u>EAST</u>	<u>FAR EAST</u>	<u>#1</u>	<u>#2</u>
LIQUID LIMIT	43	24	20	19	21
PLASTIC LIMIT	20	15	14	15	15
PLASTICITY INDEX	23	9	6	4	6
% PASSING SIEVE SIZE					
NO 10	100	100	100	100	100
NO 40	98.6	97.3	99.1	97.1	97.0
NO 60	96.9	93.4	92.2	89.8	84.7
NO 200	78.7	72.7	70.8	65.1	92.9
UNIFIED CLASSIFICATION	CL	CL	CL/ML	CL/ML	CL/ML

All samples except the Barton Ferry West sample conform to State Aid Road and Bridge specification of Borrow Excavation Class 9 and would be suitable for construction.

We appreciate the opportunity to be of service to you. Please feel free to contact us if you have any questions concerning the information provided or if we may be of additional assistance.

Very truly yours,



Holland Cox, P.E.
SPRINGER ENGINEERING, INC.

HC/rr

AMY G BERRY

2014 JAN -6 AM 8 39

CLAY COUNTY
WEST POINT, MS

BY _____ DC

*Chay Co Superior
SEALED FOR CERTIFIED DIS
Hwy Construct & BLD*

G & O SUPPLY CO., INC.

1408 D L COLLUMS DRIVE

Tupelo, MS 38801

662-840-3003 * 888-267-0442 * FAX 662-840-0304

**1408 D L Collums Dr
TUPELO, MS 38801
662-840-3003**

**333 STONEWALL ROAD
BYHALIA, MS 38611
662-838-5122**

**2052 FORREST AVE.
JACKSON, MS 39206
601-366-7444**

**18188 HIGHWAY 49
SAUCIER, MS 39574
228-832-9655**

December 30, 2013

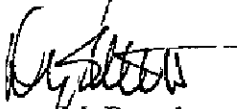
Clay County

G & O Supply Company, Inc is an Authorized Distributor for ADS/Hancor HDPE Pipe and Fittings. We are a locally owned Mississippi Corporation based in Tupelo, Mississippi with 4 locations throughout the State in Jackson, Tupelo, Saucier, and Byhalia.

G & O Supply has been providing drainage pipe to Mississippi Counties and Cities for over 50 years. We are committed to providing the best possible service at competitive prices to our customers. With a complete inventory of HDPE pipe and fittings in sizes of 4" to 60" at each location, we can provide a fast turn-around on orders throughout our coverage area.

As Authorized Distributors of ADS/Hancor, G & O Supply Company would like to be your choice as the Servicing Distributor for your county. If selected we will provide prompt delivery on all standard orders with less than 24 hour service for emergency orders at bid prices submitted by ADS/Hancor for HDPE pipe and fittings. Additionally, if requested, we will offer professional guidance and Engineering services on special projects and new products.

Respectfully Submitted,



Davis M Broadwater
G & O Supply Co, Inc

Order Contact Information

Chuck Carson
1-888-267-0442 Toll Free Telephone #
662- 840-0304 Fax
ccarson@gosupplyinc.com

www.gosupplyinc.com

G & O SUPPLY CO., INC.

1408 D. L. Collums Drive

Tupelo, MS 38801

662-840-3003 * 888-267-0442 * FAX 662-840-0304

www.gosupplyinc.com

1408 D. L. COLLUMS DRIVE
TUPELO, MS 38801
662-840-3003

333 STONEWALL ROAD
BYHALIA, MS 38611
662-838-5122

2052 FORREST AVE
JACKSON, MS 39206
601-366-7444

18188 HIGHWAY 49
SAUCIER, MS 39754
228-832-9655

TERM BID

LEGAL ENTITY:	Clay County
BID TERM:	Bid Good thru term of bid as advertised
BID DATE:	January 6, 2014 @ 9 00 a m.

AASHTO SPECIFICATIONS FOR ADS N-12 PIPE AND COUPLINGS (VIRGIN RESIN)

- 1 AASHTO M-252 STANDARD SPECIFICATION FOR POLYETHYLENE CORRUGATED DRAINAGE TUBING 4 -10 DIAMETER
- 2 AASHTO M-294 STANDARD SPECIFICATION FOR CORRUGATED POLYETHYLENE PIPE 12 - 60 DIAMETER
- 3 RESIN CELL CLASS SHALL BE 424420C FOR 4 TO 10" PIPE AND 435400C FOR 12 TO 60 PIPE
- 4 ASTM F-477 SPECIFICATION FOR ELASTOMETRIC SEALS (GASKETS) FOR JOINING PLASTIC PIPE
- 5 PIPE LENGTHS AVAILABLE
20' LENGTHS - 8" - 48", 24' LENGTHS - 8" - 42", 30' LENGTHS - 12" - 48"
6 METERS (≈20') WITH BELL AND SPIGOT - 12" - 60"

ASTM F2648 SPECIFICATIONS FOR ADS N-12 PIPE AND COUPLINGS (RECYCLED RESIN)

- 1 ASTM F2648 STANDARD SPECIFICATION FOR 2 TO 60 ANNULAR CORRUGATED PROFILE WALL POLYETHYLENE PIPE AND FITTINGS FOR LAND DRAINAGE
- 2 RESIN CELL CLASS SHALL BE 424420C FOR 4 TO 10" PIPE AND 435420C FOR 12 TO 60 PIPE
- 3 ASTM F-2306 STANDARD SPECIFICATION FOR 12 TO 60 IN [300 TO 1500 MM] ANNULAR CORRUGATED PROFILE WALL POLYETHYLENE (PE) PIPE AND FITTINGS FOR GRAVITY FLOW STORM SEWER AND SUBSURFACE DRAINAGE APPLICATIONS
- 4 PIPE LENGTHS AVAILABLE
20' LENGTHS - 8" - 48", 6 METERS (≈20') WITH BELL AND SPIGOT - 12" - 60"

SMOOTH INTERIOR DOUBLE WALL HIGH DENSITY POLYETHYLENE PIPE - BRAND NAME "N-12®"

DIAMETER (INCHES)	AASHTO Pipe COST \$	ASTM F2648 PIPE COST \$	PER UNIT	COUPLING COST \$	PER UNIT
8"	3 32	3.16	LINEAR FOOT	5 71	EACH
10"	4.65	4.42	LINEAR FOOT	7 86	EACH
12"	5.25	5.00	LINEAR FOOT	8 88	EACH
15"	7.08	6 74	LINEAR FOOT	14.79	EACH
18"	9.89	9 42	LINEAR FOOT	25 19	EACH
24"	16.67	15.87	LINEAR FOOT	35.53	EACH
30"	21.51	20 48	LINEAR FOOT	82.59	EACH
36"	29 15	27 76	LINEAR FOOT	114 91	EACH
42"	38.45	36 62	LINEAR FOOT	168 19	EACH
48"	48.68	46 35	LINEAR FOOT	197 44	EACH
60"	90.51	86.19	LINEAR FOOT	307 13	EACH

GENERAL

- 1 THESE PRICES INCLUDE FREIGHT TO ANY LOCATION PER COUNTY REQUEST
- 2 AS AN AUTHORIZED ADS DISTRIBUTOR OUR PRICES ARE THE SAME

SEE AUTHORIZATION LETTER ATTACHED


Davis M Broadwater
G & O SUPPLY CO., INC



**ADS / Hancor Authorized Distributor
for
Clay County**

G&O Supply

is an authorized distributor for ADS / Hancor

**Please accept this letter as authorization to allow the distributor listed above to service the
annual bid that was submitted by Advanced Drainage Systems, Inc on January 3, 2014**

**Advanced Drainage Systems, Inc will guarantee the price that was quoted, however the County
may order pipe and receive service from the authorized distributor listed above**

**We have implemented this program to make sure the County receives the best price and the
best possible service by utilizing the entire ADS / Hancor distribution network.**

A handwritten signature in black ink, appearing to read 'Al Gibbs, III', written over a horizontal line.

**Al Gibbs, III
Regional Sales Manager
ADS / Hancor**

G & O Supply Co., Inc.

1408 D L Collums Drive
Tupelo, MS 38801

Chancery Clerk
Clay County Courthouse
205 Court Street
West Point, MS 39773

SEALED BID

CORRUGATED PLASTIC PIPE BID

BID DATE: JANUARY 6, 2014 @ 9:00 A.M.

FULTON PIPE & CONSTRUCTION CO., Inc.

PHONE 662-862-3594
FAX 662-862-4115

3418 HARDEN CHAPEL ROAD
FULTON, MISSISSIPPI
38843

January 6, 2014

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

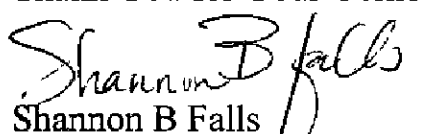
To The Honorable Board of Supervisors,

As many of you know, Fulton Pipe & Construction is a family owned and operated business. We pride ourselves on being a reputable company with an Outstanding History of PROMPT and FRIENDLY Service. Our turnaround time is unbeatable.

We are a certified dealer of Advance Drainage Systems for N12 Polyethylene culverts, also known as AASHTO. We also carry ASTM – a recycled pipe product. ASTM is made from 60% recycled resin and 40% virgin resin. It is a cost efficient product with as much durability as AASHTO pipe. Fulton Pipe & Construction carries sizes 4" – 60" pipe, with all fittings imaginable to fit all the pipe, 4" – 60". Fulton Pipe & Construction's inventory is the BEST in the State of Mississippi.

As authorized distributors of **ADS**, Fulton Pipe & Construction would like to be your choice as the Servicing Distributor for your county. If selected, we can provide 3 to 5 day delivery on all standard orders with expedited emergency service. Additionally, if requested, we will offer guidance and engineering services on special projects.

Thank You for Your Consideration


Shannon B Falls
Co. Privilege# 2960
Email cbm@nexband.com
Cell 662-891-0326

Culverts of All Sizes



**ADS / Hancor Authorized Distributor
for
Clay County**

Fulton Pipe

is an authorized distributor for ADS / Hancor

Please accept this letter as authorization to allow the distributor listed above to service the annual bid that was submitted by Advanced Drainage Systems, Inc on January 3, 2014

Advanced Drainage Systems, Inc will guarantee the price that was quoted, however the County may order pipe and receive service from the authorized distributor listed above

We have implemented this program to make sure the County receives the best price and the best possible service by utilizing the entire ADS / Hancor distribution network

A handwritten signature in black ink, appearing to read 'Al Gibbs, III'.

Al Gibbs, III
Regional Sales Manager
ADS / Hancor

FULTON PIPE & CONSTRUCTION CO., Inc.

PHONE 662-862-3594
FAX 662 862 4115

3418 HARDEN CHAPEL ROAD
FULTON, MISSISSIPPI
38843

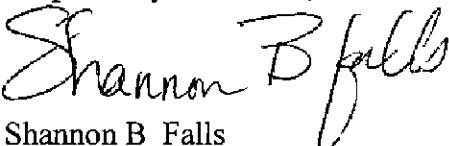
January 6, 2014

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

We are pleased to bid the following prices on ADS N12 Polyethylene Culverts

<u>AASHTO Culverts</u>		<u>ASTM (recycled)</u>		<u>Bands</u>	
8"	\$3 32 per ft	8"	\$3 16 per ft	8"	\$5 71 each
10"	\$4 65 per ft	10"	\$4 42 per ft	10"	\$7 86 each
12"	\$5 25 per ft	12"	\$5 00 per ft	12"	\$8 88 each
15"	\$7 08 per ft	15"	\$6 74 per ft	15"	\$14 79 each
18"	\$9 89 per ft	18"	\$9 42 per ft	18"	\$25 19 each
24"	\$16 67 per ft	24"	\$15 87 per ft	24"	\$35 53 each
30"	\$21 51 per ft	30"	\$20 48 per ft	30"	\$82 59 each
36"	\$29 15 per ft	36"	\$27 76 per ft	36"	\$114 91 each
42"	\$38 45 per ft	42"	\$36 62 per ft	42"	\$168 19 each
48"	\$48 68 per ft	48"	\$46 35 per ft	48"	\$197 44 each
60"	\$90 51 per ft	60"	\$86 19 per ft	60"	\$307 13 each

Bell end pipe does not need a band All 20' sections are bell-end

Respectfully Submitted,

Shannon B Falls
Co Privilege# 2960

Culverts of All Sizes

FULTON PIPE CO.
3418 HARDEN S CHAPEL RD
FULTON, MISSISSIPPI
38843

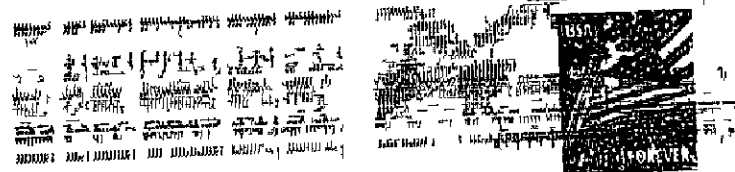
AMY G BERRY

2013 DEC 26 AM 10 38

Sealed Bid Plastic Converters
CLAY COUNTY
WEST POINT, MS
BY
Monday, January 6, 2014
at 9 00 AM

Clay County
Board of Supervisors
PO Box 815
West Point, MS 39773

39773081515



730



BID ATTACHMENT

To be able to provide the best possible service for **Clay County**, the bid dated January 3, 2014 by Advanced Drainage Systems, Inc can be serviced by any ADS / Hancor authorized distributor

We would like for **Clay County** to accept our bid as a guarantee for the price quoted. At the same time, we urge the County to take advantage of our ADS / Hancor distribution network throughout the State of Mississippi. The County can take advantage of this network by ordering their pipe from any of our authorized ADS / Hancor distributors. Many of our distributors have a local presence including inventory and delivery trucks to be able to provide the HDPE pipe exactly when and where the County needs it. This way the County will receive the best of both worlds: price and service.

To make sure that the County is aware of the authorized ADS / Hancor distributors in their area, the local distributors will submit a letter from ADS / Hancor as proof of their authorization. This authorization letter will be accompanied by the local distributor's contact information needed by the County to place orders.

We are hoping that this program dramatically increases our service to **Clay County**. We look forward to earning your business.

A handwritten signature in black ink, appearing to read 'Al Gibbs, III'.

Al Gibbs, III
Regional Sales Manager
ADS / Hancor

TERM BID**LEGAL ENTITY:**

Clay County

BID TERM:

January 3, 2014 through January 5, 2015

BID DATE:

January 3, 2014

AASHTO SPECIFICATIONS FOR ADS N-12 PIPE AND COUPLINGS (VIRGIN RESIN)

- 1 AASHTO M-252 STANDARD SPECIFICATION FOR POLYETHYLENE CORRUGATED DRAINAGE TUBING
- 4 10" DIAMETER
- 2 AASHTO M 294, STANDARD SPECIFICATION FOR CORRUGATED POLYETHYLENE PIPE,
- 12 - 60" DIAMETER
- 3 RESIN CELL CLASS SHALL BE 424420C FOR 4" TO 10" PIPE AND 435400C FOR 12" TO 60" PIPE
- 4 ASTM F-477 SPECIFICATION FOR ELASTOMETRIC SEALS (GASKETS) FOR JOINING PLASTIC PIPE
- 5 PIPE LENGTHS AVAILABLE.
 20' LENGTHS - 8" - 48" 24' LENGTHS - 8" - 42" 30' LENGTHS - 12" - 48"
 6 METERS (≈20') WITH BELL AND SPIGOT - 12" - 60"

SMOOTH INTERIOR DOUBLE WALL HIGH DENSITY POLYETHYLENE PIPE - BRAND NAME "N-12"

DIAMETER (INCHES)	AASHTO Pipe COST	PER UNIT
8"	\$3.32	LINEAR FOOT
10"	\$4 65	LINEAR FOOT
12"	\$5.25	LINEAR FOOT
15"	\$7 08	LINEAR FOOT
18"	\$9.89	LINEAR FOOT
24"	\$16.67	LINEAR FOOT
30"	\$21.51	LINEAR FOOT
36"	\$29.15	LINEAR FOOT
42"	\$38 45	LINEAR FOOT
48"	\$48.68	LINEAR FOOT
60"	\$90 51	LINEAR FOOT

COUPLING COST \$	PER UNIT
\$5.71	EACH
\$7 86	EACH
\$8 88	EACH
\$14.79	EACH
\$25.19	EACH
\$35.53	EACH
\$82.59	EACH
\$114 91	EACH
\$168.19	EACH
\$197 44	EACH
\$307.13	EACH

GENERAL

- 1 THESE PRICES INCLUDE FREIGHT TO ANY LOCATION PER COUNTY OR CITY REQUEST

ORDER PHONE 800 733 9987
 ORDER FAX 800 733 1974
 JACKSON PLANT 601 371 0678

Advanced Drainage Systems, Inc.

205 Apache Drive
 Jackson, MS 39212

Stan Williams 12/17/13
 STAN WILLIAMS, SALES REPRESENTATIVE

TERM BID



LEGAL ENTITY

Clay County

BID TERM.

January 3, 2014 through January 5, 2015

BID DATE

January 3, 2014

ASTM F2648 SPECIFICATIONS FOR ADS N-12 PIPE AND COUPLINGS (RECYCLED RESIN)

- 1 ASTM F2648 STANDARD SPECIFICATION FOR 2 TO 60" ANNULAR CORRUGATED PROFILE WALL
- 2 RESIN CELL CLASS SHALL BE 42-4420C FOR 4" TO 10" PIPE AND 435-420C FOR 12 TO 60" PIPE
- 3 ASTM F 2306 STANDARD SPECIFICATION FOR 12 TO 60 IN (300 TO 1500 MM) ANNULAR
- 4 PIPE LENGTHS AVAILABLE.
20' LENGTHS - 8" - 48" 24 LENGTHS - 8" - 42" 30 LENGTHS - 12" - 48"
6 METERS (≈20') WITH BELL AND SPIGOT - 12" - 60"

SMOOTH INTERIOR DOUBLE WALL HIGH DENSITY POLYETHYLENE PIPE - BRAND NAME N-12®

DIAMETER (INCHES)	ASTM Pipe COST \$	PER UNIT	COUPLING COST \$	PER UNIT
8	\$3 16	LINEAR FOOT	\$5 71	EACH
10"	\$4 42	LINEAR FOOT	\$7 86	EACH
12"	\$5 00	LINEAR FOOT	\$8 88	EACH
15"	\$6 74	LINEAR FOOT	\$14 79	EACH
18"	\$9 42	LINEAR FOOT	\$25 19	EACH
24"	\$15 87	LINEAR FOOT	\$35 53	EACH
30	\$20 48	LINEAR FOOT	\$82 59	EACH
36	\$27 76	LINEAR FOOT	\$114 91	EACH
42"	\$36 62	LINEAR FOOT	\$168 19	EACH
48"	\$46 35	LINEAR FOOT	\$197 44	EACH
60"	\$86 19	LINEAR FOOT	\$307 13	EACH

GENERAL

1. THESE PRICES INCLUDE FREIGHT TO ANY LOCATION PER COUNTY OR CITY

ORDER PHONE 800 733 9987
ORDER FAX 800 733 1974
JACKSON PLANT 601 371 0678

Advanced Drainage Systems, Inc
205 Apache Drive
Jackson, MS 39212

Stan Williams 12/17/13
STAN WILLIAMS, SALES REPRESENTATIVE



PO Box 851
Tupelo MS 38802

AMY G BERRY
2013 DEC 19 PM 4 37

CLAY COUNTY
WEST POINT MS

BY _____ D C

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

10 FOR PLASTIC CULVERT
IPL

Date

January 3 2014

G & O SUPPLY CO., INC.

1408 D. L. Collums Drive

Tupelo, MS 38801

662-840-3003 * 888-267-0442 * FAX 662-840-0304

1408 D L COLLUM DRIVE
TUPELO, MS 38801
662-840-3003

333 STONEWALL ROAD
BYHALIA, MS 38611
662-838-5122

2052 FORREST AVE
JACKSON, MS 39206
601-366-7444

18188 HIGHWAY 49
SAUCIER, MS 39754
228-832-9655

December 30, 2013

Clay County
P O Box 815
West Point, MS 39773

BID DATE January 6, 2014
BID TIME 9 00 A M

Gentlemen

Please find the attached copies of our quote for Spiral Lock-Seam Corrugated Metal Pipe for term of bid as advertised

Bands are priced the same as 1' of pipe for H-6 bands, 1 ½' of pipe for H-12 bands, 2' of pipe for 5-C bands and 2 ½' of pipe for 10-C bands

Prices are f o b accessible by our trucks with unloading by others

Prices quoted are per linear foot Terms Net

Any pipe ordered over 10' wide or high will require special permits and additional cost will be quoted at time of order Round pipe is available in standard lengths 20', 24', 30', & 40' for Galvanized, Aluminized, Polymer and Bituminous Coated Pipe Any custom lengths that require special ordering other than standard will be subject to a 10% increase in quoted price All arch pipe is available in standard lengths with a maximum 40' lengths

If you need any further assistance, please feel free to contact us

State Auditor License No 453
Privilege License No 1961

Yours truly,

G & O Supply Co , Inc



Davis M Broadwater

www.gosupplyinc.com

G & O Supply Co., Inc.
1408 D L. Collums Dr.
Tupelo, MS 38801

CLAY COUNTY
LOCK SEAM SPIRAL CORRUGATED METAL PIPE
2 2/3 X 1/2 ROUND
\$/LF

Clay County Term Bid
Bid Date January 6, 2014

DIA	GALVANIZED				BITUMINOUS				ALUMINIZED				POLYMER			
	GAGE				GAGE				GAGE				GAGE			
	16	14	12	10	16	14	12	10	16	14	12	10	16	14	12	10
12	8 71	10 45	13 93		11 18	12 92	16 40		9 18	11 01	14 68		11 76	14 12	0 00	
15	10 45	13 06	18 28		14 15	16 76	21 99		11 01	13 76	19 27		14 12	17 65	0 00	
18	13 06	15 67	21 76	26 99	18 00	20 61	26 71	31 93	13 76	16 52	22 94		17 65	21 18	0 00	0 00
21	14 80	18 28	25 25	31 34	20 36	23 85	30 81	36 91	15 60	19 27	26 61		20 00	24 71	0 00	0 00
24	16 54	20 89	28 73	35 69	22 72	27 07	34 91	41 87	17 44	22 02	30 28		22 35	28 24	38 82	48 24
30	20 89	26 12	35 69	45 27	28 93	34 15	43 73	53 31	22 02	27 53	37 62		28 24	35 29	48 24	61 18
36	25 25	31 34	42 66	53 98	33 89	39 99	51 31	62 62	26 61	33 04	44 96	56 89	34 12	42 35	57 65	72 94
42	31 08	38 39	52 11	65 81	40 96	48 27	61 99	75 69	32 76	40 47	54 92	69 38	42 00	51 88	70 41	88 94
48	34 74	43 88	59 42	74 95	47 09	56 24	71 78	87 31	36 61	46 25	62 64	79 01	46 94	59 29	80 29	101 29
54		49 36	66 73	84 09		65 67	83 04	100 40		52 04	70 34	88 65		66 71	90 18	113 65
60			74 05	94 15			91 11	111 21			78 05	99 25			100 06	127 24
66			85 24	108 21			103 02	126 00			89 84	113 71			115 18	146 24
72				117 79				138 54				0 00				
78																
84																

720

G & O Supply Co., Inc.
1408 D.L. Collums Dr
Tupelo, MS 38801

CLAY COUNTY
LOCK SEAM SPIRAL CORRUGATED METAL PIPE
3 x 1 or 5 x 1 ROUND
\$/LF

Clay County Term Bid
Bid Date January 6, 2014

DIA	GALVANIZED				BITUMINOUS				ALUMINIZED				POLYMER			
	GAGE				GAGE				GAGE				GAGE			
	16	14	12	10	16	14	12	10	16	14	12	10	16	14	12	10
36	29 78	37 00	50 54	64 07	45 54	52 76	66 29	79 83	31 39	39 00	53 27	67 54	40 24	50 00	68 29	86 59
42	36 95	44 54	61 60	78 65	53 23	60 82	77 88	94 93	38 95	46 94	64 93	82 90	49 94	60 18	83 23	106 28
48	41 70	51 17	70 12	90 02	58 50	67 98	86 93	106 83	43 95	53 94	73 91	94 89	56 34	69 15	94 76	121 65
54	47 38	57 80	78 65	100 44	65 23	75 66	96 50	118 29	49 94	60 93	82 90	105 87	64 02	78 11	106 28	135 73
60	52 12	63 49	87 17	112 15	71 02	82 39	106 07	131 05	54 94	66 91	91 89	117 85	70 43	85 79	117 80	151 10
66	59 56	73 46	100 99	128 06	85 17	99 07	126 60	153 67	62 78	77 43	105 68	134 98	80 49	99 27	135 49	173 05
72	65 51	80 40	109 20	138 98	93 68	108 57	137 37	167 15	69 06	84 76	115 10	146 49	88 54	108 66	147 56	187 80
78	70 48	86 37	118 13	150 89	101 21	117 10	148 87	181 62	74 29	91 04	124 51	159 05	95 24	116 71	159 63	203 90
84	76 44	93 32	127 06	162 80	109 73	126 61	160 35	196 10	80 57	98 35	133 93	171 60	103 29	126 10	171 71	220 00
90	81 40	99 27	136 00	173 72	115 98	133 84	170 57	208 29	85 80	104 63	143 35	183 11	110 00	134 15	183 78	234 76
96	86 37	106 22	145 93	186 62	123 50	143 35	183 06	223 76	91 04	111 96	153 82	196 71	116 71	143 54	197 20	252 20
102		113 17	154 60	196 55		152 87	194 29	236 24		119 28	162 18	207 17		152 93	207 93	265 61
108		119 12	163 79	209 45		161 38	206 05	251 71		125 56	172 65	220 78		160 98	221 34	283 05
114		126 07	172 73	220 38		170 89	217 55	265 20		132 89	182 06	232 29		170 37	233 41	297 80
120		151 16	206 44	263 96		198 54	253 82	311 34		159 33	217 60	278 23		204 27	278 96	356 71

G & O Supply Co , Inc.
1408 D.L. Collums Dr.
Tupelo, MS 38801

CLAY COUNTY
 LOCK SEAM SPRIAL Corrugated Metal Pipe
 2 2/3 x 1/2 ARCH
 \$/LF

Clay County Term. Bid
 Bid Date January 6, 2014

DIA S x R	GALVANIZED				BITUMINOUS				ALUMINIZED				POLYMER			
	GAGE				GAGE				GAGE				GAGE			
	16	14	12	10	16	14	12	10	16	14	12	10	16	14	12	10
(15) 17x13	11 49	14 36			15 20	18 07			12 12	15 14			15 53	19 41		
(18) 21x15	14 36	17 24	23 94	29 68	19 31	22 18	28 88	34 62	15 14	18 16	25 24		19 41	23 29	32 35	40 12
(21) 24x18	16 28	20 11	27 78	34 47	21 85	25 67	33 34	40 04	17 16	21 20	29 27		22 00	27 18	37 53	46 59
(24) 28x20	18 20	22 99	31 60	39 26	24 38	29 16	37 78	45 44	19 18	24 22	33 31		24 59	31 06	42 71	53 06
(30) 35x24	22 99	28 73	39 26	49 80	31 02	36 76	47 29	57 84	24 22	30 28	41 39		31 06	38 82	53 06	67 29
(36) 42x29	27 78	34 47	46 93	59 38	36 42	43 12	55 58	68 02	29 27	36 34	49 46	62 59	37 53	46 59	63 41	80 24
(42) 49x33		42 24	57 32	72 40		52 12	67 20	82 28		44 52	60 41	76 31		57 07	77 46	97 84
(48) 57x38			65 36	82 46			77 72	94 81			68 89	86 91			88 33	111 42
(54) 64x43			73 40	92 51			89 71	108 81			77 38	97 51			99 20	125 01
(60) 71x47				103 56				120 62				109 16				139 96
(66) 77x52																
(72) 83x57																

23

G & O Supply Co., Inc.
1408 D.L. Collums Dr.
Tupelo, MS 38801

CLAY COUNTY
 LOCK SEAM SPIRAL CORRUGATED METAL PIPE
 3 x 1 ARCH
 \$/LF

Clay County Term Bid
 Bid Date January 6, 2014

DIA	GALVANIZED				BITUMINOUS				ALUMINIZED				POLYMER			
	GAGE				GAGE				GAGE				GAGE			
S X R	16	14	12	10	16	14	12	10	16	14	12	10	16	14	12	10
(36) 40X31	32 76	40 70	55 59		48 51	56 45	71 34		34 52	42 90	58 60		44 27	55 00	75 12	
(42) 46X36	40 65	48 99	67 76	86 51	56 93	65 27	84 04	102 79	42 85	51 63	71 41		54 94	66 21	91 56	116 91
(48) 53X41		56 28	77 13	99 02		73 09	93 94	115 83		59 33	81 30			76 06	104 23	133 82
(54) 60X46		63 59	86 51	110 49		81 44	104 37	128 34		67 01	91 18			85 93	116 91	149 30
(60) 66X51		69 83	95 89	122 99		88 73	114 79	141 89		73 61	101 07			94 38	129 59	166 21
(66) 73X55		80 80	110 29	140 87		106 41	135 90	166 48		85 17	116 24			109 20	149 04	190 35
(72) 81X59		88 45	120 11	152 88		116 62	148 28	181 05		93 23	126 61	161 13		119 52	162 32	206 59
(78) 87X63		95 00	129 94	165 98		125 73	160 67	196 71		100 13	136 96	174 95		128 38	175 60	224 29
(84) 95X67		102 65	139 77	179 09		135 94	173 06	212 38		108 20	147 33	188 76		138 71	188 88	242 00
(90) 103X71		109 20	149 60	191 10		143 77	184 17	225 67		115 10	157 68	201 43		147 56	202 16	258 23
(96) 112X75		116 84	160 51	205 29		153 98	197 65	242 43		123 16	169 20	216 38		157 89	216 91	277 41
(102) 117X79			169 26	216 21			208 95	255 90			178 40	227 89			228 72	292 17
(108) 128X83			180 17	230 40			222 43	272 66			189 91	242 85			243 48	311 35
(114) 137X87			190 00	242 41			234 82	287 23			200 27	255 51			256 76	327 59
(120) 142X91				290 37				337 74				306 06				392 38

G & O Supply Co., Inc.

1408 D L Collins Drive
Tupelo, MS 38801

Chancery Clerk
Clay County Courthouse
205 Court Street
West Point, MS 39773

SEALED BID
CORRUGATED METAL PIPE BID
BID DATE: JANUARY 6, 2014 @ 9:00 A.M

FULTON PIPE & CONSTRUCTION CO., Inc.

PHONE 662-862-3594
FAX 662-862-4115

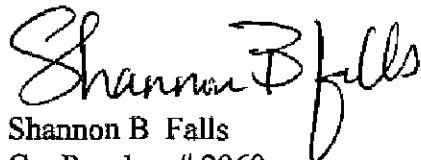
3418 HARDEN CHAPEL ROAD
FULTON, MISSISSIPPI
38843

January 6, 2014

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

We are pleased to bid the following prices on Spiral Metal Culverts for a period of one (1) year as stated by Tishomingo County. The culverts meet the federal and state requirements. Delivery shall be to County designated sites.

Thank you,


Shannon B Falls
Co Privilege# 2960

Culverts of All Sizes

FULTON PIPE & CONSTRUCTION CO., Inc.

PHONE 662-862-3594
FAX 662-862-4115

3418 HARDEN CHAPEL ROAD
FULTON, MISSISSIPPI
38843

SPIRAL METAL CULVERTS

2 2/3 x 1/2

<u>DIA.</u>	<u>GA.</u>	<u>PLAIN</u>	<u>ASPHALT COATED</u>	<u>ARCHED</u>	<u>ARCHED COATED</u>
8"	16	6 81	N/A	N/A	N/A
10"	16	8 52	N/A	N/A	N/A
12"	16	8 70	10 51	N/A	N/A
15"	16	10.20	13 35	10 84	14 34
15"	14	12 32	16 00	13 55	17 04
15"	12	17 53	20 74	18 96	N/A
18"	16	13 10	17 00	13 55	18 21
18"	14	14 78	19 35	16 26	20 92
24"	16	16 06	21 80	17 47	23 41
24"	14	20 06	26 00	22 08	28 01
30"	16	21 12	27 50	22 08	29 79
30"	14	25 08	32 79	27 40	35 31
30"	12	34 28	42 00	37 70	45 42
36"	16	25 46	32 50	26 67	34 98
36"	14	30 10	38 34	33 10	41 41
36"	12	40 97	48 98	44 07	52 24
42"	16	30 85	39 32	N/A	N/A

Culverts of All Sizes

FULTON PIPE & CONSTRUCTION CO., Inc.

PHONE 662-862-3594
FAX 662-862-4115

3418 HARDEN CHAPEL ROAD
FULTON, MISSISSIPPI
38843

SPIRAL METAL CULVERTS CONT'D

2 2/3 x 1/2

<u>GA</u>	<u>DIA</u>	<u>PLAIN</u>	<u>ASPHALT COATED</u>	<u>ARCHED</u>	<u>ARCHED COATED</u>
42"	14	36 87	46 33	41 56	55 15
42"	12	50 04	59 29	57 05	70 11
48"	16	33 66	45 63	N/A	N/A
48"	14	42 52	54 49	N/A	N/A
48"	12	57 58	69 55	66 33	79 30
48"	10	72 62	84 59	85 79	97 80
54"	14	47 83	62 63	N/A	N/A
54"	12	64 66	79 46	76 00	90 00
54"	10	81 48	95 28	96 89	107 43
60"	14	N/A	N/A	N/A	N/A
60"	12	71 75	86 57	N/A	N/A
60"	10	88 03	105 76	107 03	119 88
72"	14	N/A	N/A	N/A	N/A
72"	12	N/A	N/A	N/A	N/A
72"	10	111 12	N/A	N/A	N/A
78"	12	N/A	N/A	N/A	N/A
78"	10	N/A	N/A	N/A	N/A
84"	10	N/A	N/A	N/A	N/A

Culverts of All Sizes

FULTON PIPE & CONSTRUCTION CO., Inc.

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FAX 662-862-4115

3418 HARDEN CHAPEL ROAD
FULTON, MISSISSIPPI
38843

SPIRAL METAL CULVERTS

3x1

<u>DIA.</u>	<u>GA</u>	<u>PLAIN</u>	<u>ASPHALT COATED</u>	<u>ARCHED</u>	<u>ARCHED COATED</u>
36"	16	27 59	42 19	30 35	44 95
36"	14	33 80	48 88	37 70	52 30
42"	16	34 00	49 78	37 24	52 74
42"	14	41 26	56 97	45 39	60 47
48"	16	38 97	54 61	N/A	N/A
48"	14	46 83	63 12	52 14	67 72
48"	12	63 55	80 25	71 47	86 04
54"	16	43 70	60 97	N/A	N/A
54"	14	53 91	70 72	59 43	75 46
54"	12	72 71	89 79	80 87	96 70
60"	16	48 25	66 39	N/A	N/A
60"	14	59 34	76 01	64 26	82 21
60"	12	80 01	99 90	88 63	105 13
60"	10	100 12	117 90	112 85	130 35
66"	14	67 67	92 61	75 53	98 60
66"	12	92 71	113 50	102 44	125 42
72"	16	58 42	85 40	N/A	N/A
72"	14	74 16	100 49	81 68	108 06

Culverts of All Sizes

FULTON PIPE & CONSTRUCTION CO., Inc.

PHONE 662-862-3594
FAX 662-862-4115

3418 HARDEN CHAPEL ROAD
FULTON, MISSISSIPPI
38843

SPIRAL METAL CULVERTS CONT'D

3X1

<u>DIA.</u>	<u>GA</u>	<u>PLAIN</u>	<u>ASPHALT COATED</u>	<u>ARCHED</u>	<u>ARCHED COATED</u>
72"	12	97 80	123 90	108 33	134 70
72"	10	125 07	152 06	135 86	163 46
78"	12	109 87	134 09	117 15	145 75
78"	10	136 80	162 93	149 71	176 30
84"	12	114 36	143 58	126 21	156 91
84"	10	146 35	174 17	160 00	189 15
90"	10	156 34	185 19	171 70	203 55
96"	14	96 30	129 00	105 39	138 88
96"	12	130 81	162 73	143 78	178 27
96"	10	167 29	199 94	183 50	215 79
102"	12	137 16	169 70	151 79	187 34
102"	10	169 99	207 71	191 72	228 46
102"	8	N/A	N/A	N/A	N/A
108"	12	144 81	179 50	161 21	198 39
108"	10	183 13	219 50	203 45	242 58
108"	8	N/A	N/A	N/A	N/A
114"	12	152 60	191 82	168 80	210 55

Culverts of All Sizes

FULTON PIPE & CONSTRUCTION CO., Inc.

PHONE 662 862-3594
FAX 662-862 4115

3418 HARDEN CHAPEL ROAD
FULTON, MISSISSIPPI
38843

SPIRAL METAL CULVERTS CONT'D

3X1

<u>DIA</u>	<u>GA</u>	<u>PLAIN</u>	<u>ASPHALT COATED</u>	<u>ARCHED</u>	<u>ARCHED COATED</u>
114 '	10	192 67	235 46	216 13	252 92
114"	8	N/A	N/A	N/A	N/A
120"	10	231 30	273 36	256 67	297 26
120"	8	N/A	N/A	N/A	N/A

Culverts of All Sizes

FULTON PIPE CO
3418 HARDEN'S CHAPEL RD
FULTON, MISSISSIPPI
38843

Sealed Bid Metal Culverts
Monday, January 6, 2014
at 9:00am

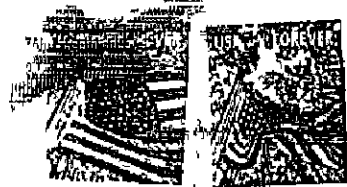
Clay County
Board of Supervisors
P.O. Box 815
West Point, MS 39773

BY _____

CLAY COUNTY
WEST POINT, MS

2013 DEC 26 AM 10:38

AMY G BERRY



09773081515



AFFP

Affidavit of Publication

STATE OF MISSISSIPPI} SS
COUNTY OF CLAY}

Cindy Cannon being duly sworn, says

That she is Classified Clerk of the Daily Times Leader, a daily newspaper of general circulation, printed and published in West Point, Clay County, Mississippi, that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates

December 20, 2013

December 27, 2013

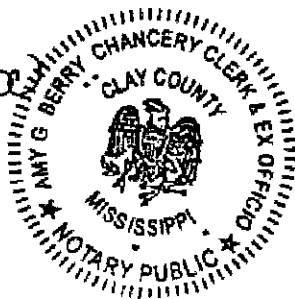
That said newspaper was regularly issued and circulated on those dates

SIGNED

Cindy Cannon
Classified Clerk

Subscribed to and sworn to me this 2 day of January, 201st

Angie Berry



and place receive bids for hauling sand, gravel, clean washed road gravel, pea rock, dirt, and other road-building materials on a ton-per-mile basis to points in various road districts of the County. Clay gravel must be quoted on a per-ton basis. All other types of gravel to be bid on a per-ton price.

(a.) Notice is also given that at the time and place bids will be received for rental of equipment including bulldozers, motor graders, loaders, trucks, piers, front-end spreaders, rollers, and other road-building equipment, with and without operators. Sealed bids and rated names of equipment to be rented (Rates shall not be more than those rates quoted in the Association of Equipment Dealers' national averages for rental rates based on the equipment being bid.

(10) BEST (best shape and compared to be included) and single luminous surface treatment, to bid two (2) ways:

1) With County furnishing materials and

1) Without County furnishing materials. All work and materials shall be in accordance to Mississippi Standard Specifications for State Aid Road and Bridge Construction and are subject to testing and certification. The following rates of applications shall be used on all luminous surface treatments: Double Luminous Surface Treatment With Prime Coat Item Rate

Prime Coat (MS-70 or EA 1080 gal/sy)

Asphalt for Surface Treatment (CRS-2P) 0.50 gal/sy

Cover Aggregate (Size 56 or Size 5) 0.52 cu./fsy

Seal Aggregate (Size A) 0.28 cu./fsy

Ember Material 0.04 cu./fsy

Double Luminous Surface Treatment Without Prime Coat Item Rate

Asphalt for Surface Treatment (CRS-2P) 1.00 gal/sy

Cover Aggregate (Size 56 or Size 5) 0.52 cu./fsy

Seal Aggregate (Size 7) 0.28 cu./fsy

Ember Material 0.04 cu./fsy

Single Luminous Surface Treatment Item Rate

Asphalt Surface Treatment (CRS-2P) 0.40 gal/sy

Seal Aggregate (Size 7) 0.28 cu./fsy

Ember Material 0.04 cu./fsy

(11) All bids are to be quoted with a delivered price and an FOB your plant quote.

In addition to bidding as hereinbefore requested in No. 10 above, bidders are also requested to bid on the item to each respective Supervisor's District, whereby the Board could accept bids for those road building materials on a per

ADVERTISEMENT FOR BIDS

Notice is hereby given that the Board of Supervisors of Clay County, Mississippi, will receive bids until the hour of 9:00 o'clock a.m. on the 6th day of January 2014, at the Office of the County Clerk of Clay County, Mississippi, for the sale to and for the use of according to the requirements of said County and various road districts and public offices of the said County from January 8, 2014 until January 5, 2015 for following supplies and materials and other related materials to-wit:

(1) Grassy bridge lumber and untreated bridge lumber;

(2) Metal spiral culverts, poly pipe and concrete pipe (topped) must guarantee a 6'-working-day delivery period for all type culverts and pipe; alternate bids will be accepted and used if the primary bidders cannot meet the 5-day delivery time from on any order;

(3) Grader blades, grader blades, and bevel ends (Minimum order ten (10) sets delivered price

(4) CRS-2 Asphalt cement (AC-5 and MC-1) per gallon and any other cover aggregate;

(5) Hot mix and Cold mix (Blended) for hot mix and cold mix must also submit bid for the hauling of hot mix and cold mix, as well;

(6) Limestone materials;

(7) Gravel or its equivalent, 2-4 or its equivalent and 5 or its equivalent;

(8) Notice is also given that at the same time and place bids will be received for sand, gravel, clean washed road gravel, pea rock, dirt and other road-building materials and will at the same time

district basis as well as a County-wide basis. The Board specifically requests that bids for these items be on a ton-per-mile basis rather than by weight. The purpose of such bid should clearly let and society each and every item being bid upon.

The Board intends to accept the lowest and best bid for all items on which they receive bids, and it shall be within the discretion of the Board to determine and adjust bids which include bids representing the lowest and best bid on any and all items on which bids are received.

Supervisors that submit sealed bids within the bid, each and every item and price per item upon which they are submitting bids, and further the Board does not wish to receive bids that provide for change in price during the term for which bids are submitted. The Board does not desire to receive bids providing for discounts, bid desires to receive "net price" bids.

The Board reserves the right to accept and reject all bids received and to waive all formalities with the acceptance or rejection of bids.

Published by order of the Board of Supervisors this 5th day of December 2013.

As Myron G. Berry, Clerk of the Board of Supervisors, Publish

12/20/13

12/27/13

ADVERTISEMENT FOR BIDS

Notice is hereby given that the Board of Supervisors of Clay County, Mississippi, will receive bids until the hour of 9 00 o'clock a.m. on the 6th day of January, 2014, at the Office of the Chancery Clerk of Clay County, Mississippi, for the sale to and for the use of according to the requirements of said County and various road districts and public offices of the said County, from January 6, 2014 until January 5, 2015 the following supplies and materials and other related matters, to-wit

- (1) Creoste bridge lumber and untreated bridge lumber
- (2) Metal spiral culverts, poly pipe and concrete pipe (suppliers must guarantee a 5-working-day delivery period for all type culverts and pipe, alternate bids will be accepted and used if the primary bidders cannot meet the 5 day delivery time from on any order)
- (3) Grader blades, grader blade bolts, and bevel ends (Minimum order ten (10) sets delivered price
- (4) CRS-2, Asphalt cement (AC-5 and MC-1) per gallon and any other cover aggregates
- (5) Hot mix and Cold mix (Bidders for hot mix and cold mix must also submit bud for the hauling of hot mix and cold mix, as well)
- (6) Limestone materials
- (7) Roundup or its equivalent, 2-4 D or its equivalent, and Oust or its equivalent
- (8) Notice is also given that at the same time and place, bids will be received for sand, gravel, clean washed road gravel, pea rock, dirt, and other road-building materials and will at the same time and place receive bids for hauling sand, gravel, clean washed road gravel, pea rock, dirt, and other road-building materials on a ton-per-mile basis to points in various road districts of the County **Clay gravel must be quoted on a per-yard basis All other types of gravel to be bid on a per ton price**
- (9) Notice is also given that at the time and place bids will be received for rental of equipment, including bulldozers, motor graders, tractors, trucks, pans, front-end loaders drag lines, asphalt spreaders, rollers, and other road-building equipment, with and without operator Specify size and brand name of equipment to be rented Rates shall not be more than those rates quoted in the Association of Equipment Dealers' national average for rental rates based on the equipment being bid
- (10) DBST (mix, shape and compact to be included) and single bituminous surface treatment, to bid two (2) ways
 - 1) With County furnishing materials and
 - 1) Without County furnishing materials

All work and materials shall be in accordance to Mississippi Standard Specifications for State Aid Road and Bridge Construction and are subject to testing and/or certification The following rates of applications shall be used on all Bituminous Surface Treatments

- Double Bituminous Surface Treatment With Prime Coat
- Item Rate
- Prime coat (MC-70 or EA-1) 0 30 gal's y
- Asphalt for Surface Treatment (CRS-2P) 0 90 gal's y
- Cover Aggregate (Size 56 or Size 5) 0 52 cu ft's y

- Seal Aggregate (Size &) 0 28 cu ft\ s y
- Blotter Material 0 04 cu ft\ s y
- Double Bituminous Surface Treatment Without Prime Coat
- Item Rate
- Asphalt for Surface Treatment (CRS-2P) 1 00 gal\ s y
- Cover Aggregate (Size 546 or Size 5) 0 52 cu ft\ s y
- Seal Aggregate (Size 7) 0 28 cu ft\ s y
- Blotter Material 0 04 cu ft\ s y
- Single Bituminous Surface Treatment
- Item Rate
- Asphalt Surface Treatment (CRS-2P) 0 40 gal\ s y
- Seal Aggregate (Size 7) 0 28 cu ft\ s y
- Blotter Material 0 04 cu ft\ s y

(11) All bids are to be quoted with a delivered price and an FOB your plant quote

In addition to bidding as heretofore requested in No 10 above, bidders are also requested to bid on the item to each respective Supervisor s District, whereby the Board could accept bids for those road building materials on a per-district basis as well as a County-wide basis **The Board specifically requests that bids for these items be on a ton-per-yard basis rather than by weight** The outside of each bid should clearly list and specify each and every item being bid upon

The Board intends to accept the lowest and best bid for all items on which they receive bids, and it shall be within the discretion of the Board to determine and adjudicate which bid or bids represent the lowest and best bid on any and all items on which bids are received

It is the intention of the Board of Supervisors that bidders specify within the bid each and every item and price per item upon which they are submitting bids, and further the Board does not wish to receive bids that provide for change in price during the term for which bids are submitted The Board does not desire to receive bids providing for discounts, but desires to receive net price bids

The Board reserves the right to accept and reject all bids received and to waive all formalities with the acceptance or rejection of bids

Published by order of the Board of Supervisors, this 5th day of December, 2013

/s/Amy G Berry

Clerk of the Board of Supervisors

Publish

12/20/13

12/27/13

NO _____

**IN THE MATTER OF CONSIDERING HAVING TWO REGULAR BOARD
MEETINGS AT NIGHT PER YEAR**

There came on this day for consideration the matter of considering having two regular Board meetings at night per year

It appears to this Board at its last meeting held January 6th, this Board was asked to consider having two regular board meetings per year at night and the Board had requested for legal council to research and study the matter, and,

It appears Michelle Easterling, an attorney sitting in for Bob Marshall, who is the attorney for this Board, reports that statutorily the Board can set meetings at any time during the day, however, in a Town Hall informational type forum scenario held at night, if all Supervisors are going to be present and entertain questions from the community then actually a "real" meeting is being, and,

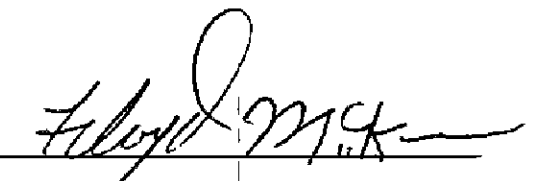
It appears further that if the Board did decide in fact to have a meeting at night, the Board could publish a Notice to the public in the paper and advertise of the said meeting and post in three public places

After motion by Shelton Deanes in favor of setting two regular Board meetings a year to be held at night and second by Lynn Horton the motion dies due to a lack of a third vote or majority vote, with the other Supervisors voting, to wit,

Supervisor Horton	AYE
Supervisor Lummus	NAY
Supervisor Davis	NAY
Supervisor Deanes	AYE
Supervisor McKee	NAY

THEREFORE, Mr Deanes requested for the Board to consider for the future to have at least two regular meetings a year at night here at the Courthouse and at such time if this Board decided to do so, the Board would need to advertise of the said nightly meeting in the paper

SO ORDERED this the 9th day of January, 2014



President

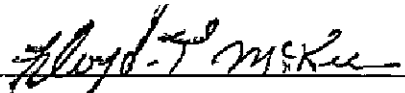
NO _____

IN THE MATTER OF GOING INTO CLOSED SESSION

There came on this day for consideration the matter of going into closed session

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to go into closed session to discuss a personnel issue

SO ORDERED this the 9th day of January, 2014



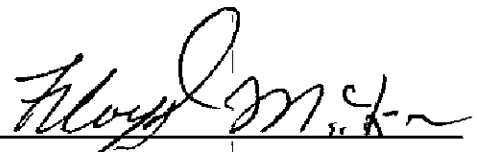
President

**IN THE MATTER OF GOING FROM CLOSED SESSION INTO EXECUTIVE
SESSION TO DISCUSS PERSONNEL ISSUE AS ALLOWED UNDER SECTION 25-41-7
OF THE MISS CODE**

There came on this day for consideration the matter of going from closed session into executive session to discuss a personnel issue as allowed under Section 25-41-7 of the *Miss Code*

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to go into executive session to discuss a personnel issue as allowed under Section 25-41-7 of the Mississippi Code

SO ORDERED this the 9th day of January, 2014



President

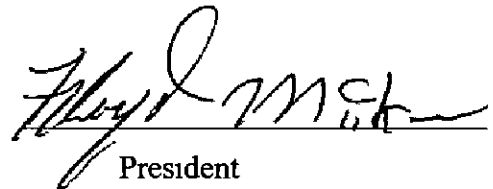
NO _____

IN THE MATTER OF COMING OUT OF EXECUTIVE SESSION

There came on this day for consideration the matter of coming out of executive session

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote
unanimously to come out of executive session

SO ORDERED this the 9th day of January, 2014


President

NO _____

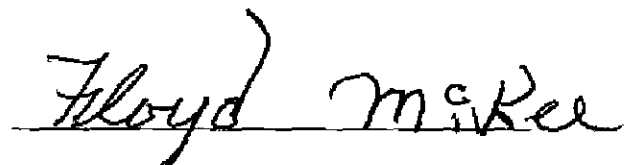
IN THE MATTER OF TRANSFERRING INTEREST EARNED

There came on this day for consideration the matter of transferring interest earned

It appears to this Board interest has been earned on the Payroll Clearing Account in the amount of \$ 1 62 and in the Insurance Clearing Account in the amount of \$ 1 38 for and the said amounts should be transferred and settled to the General Operating Fund

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize the said transfer as stated above

SO ORDERED this the 9th day of January, 2014


President

NO _____

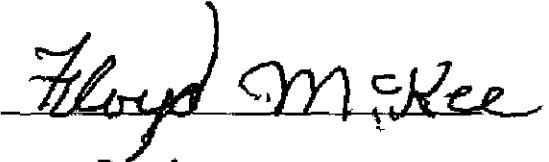
IN THE MATTER OF INTERFUND LOANS

There came on this day for consideration the matter of Inter fund loans

It appears to this Board fund no 001, General County Fund is in need of an Inter-fund loan in order for the said fund to not be overdrawn as of the December 31, 2013, and the Inter fund loan should be made to the said fund from fund no 018, TVA Special Fund, in the amount of \$ 187,083 24

After motion by Lynn Horton and second by Luke Lummtus this Board doth vote unanimously to authorize for the said Inter fund loan as referenced to above to be made

SO ORDERED this the 9th day of January, 2014


President

NO _____

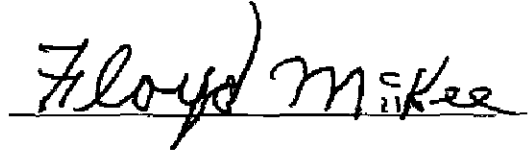
IN THE MATTER OF INTERFUND LOANS

There came on this day for consideration the matter of Inter fund loans

It appears to this Board fund no 097, E911 Fund is in need of an Inter-fund loan in order for the said fund to not be overdrawn as of the December 31, 2013, and the Inter fund loan should be made to the said fund from fund no 110, Tom Soya Grain Fund, in the amount of \$ 34,765 12

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to authorize for the said Inter fund loan as referenced to above to be made

SO ORDERED this the 9th day of January, 2014


President

NO _____

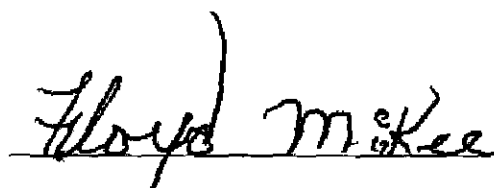
IN THE MATTER OF INTERFUND LOANS

There came on this day for consideration the matter of Inter fund loans

It appears to this Board fund no 001, General Fund is in need of an Inter-fund loan in order for the said fund to not be overdrawn as of the December 31, 2013, and the Inter fund loan should be made to the said fund from fund no 013, Utilization Fund, in the amount of \$58,664 16

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to authorize for the said Inter fund loan as referenced to above to be made

SO ORDERED this the 9th day of January, 2014



President

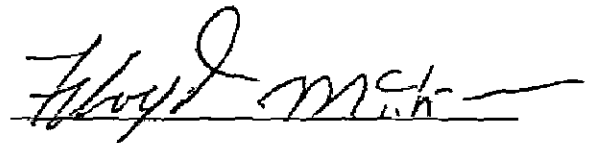
NO _____

IN THE MATTER OF RECESSING

There came on this day for consideration the matter of recessing

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to recess until, Thursday, January 23, 2014, at 9 00 a.m

SO ORDERED this the 9th day of January, 2014



President

