

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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STATE OF MISSISSIPPI

COUNTY OF HARRISON

BE IT REMEMBERED, that a regular meeting of the Board of Supervisors of Harrison County, Mississippi was begun and held in the meeting room of the Board of Supervisors of Harrison County, located in the First Judicial District Courthouse, at Gulfport, Mississippi, on the FIRST MONDAY OF OCTOBER 1998, being the **5TH DAY OF OCTOBER 1998**, the same being the time fixed by law and the place fixed by the Order of the Board of Supervisors of Harrison County at a former meeting thereof for holding said meeting of said Board.

THERE WERE PRESENT and in attendance on said Board, Honorable Larry Benefield, President of said Board, presiding; Bobby Eleuterius, David V. LaRosa, Sr., Robin Alfred Midcalf, and C. T. Switzer, Jr., members of said Board of Supervisors; Maudie Cuevas, Tax Assessor for Harrison County, Mississippi; Joseph Price, Sheriff of Harrison County, Mississippi; and John McAdams, Chancery Clerk and Ex-Officio Clerk of said Board.

WHEREUPON, after the proclamation of the Sheriff, the following proceedings were had and done, viz:

\* \* \*

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Supervisor DAVID V. LAROSA, SR. moved adoption of the following Resolution:

**A PROCLAMATION OF THE HARRISON  
COUNTY BOARD OF SUPERVISORS  
HONORING THE HENDERSON POINT  
VOLUNTEER FIRE DEPARTMENT ON  
THEIR TWENTY-FIVE ANNIVERSARY**

**WHEREAS**, August 27, 1973 the Henderson Point Volunteer Fire Department was chartered to meet the needs of the community in times of emergency and disaster; and

**WHEREAS**, over the years the Henderson Point Volunteer Fire Department has provided unflagging support and service that has benefited the lives and property of the community of which they are an important part; and

**WHEREAS**, the men and women who make up the Henderson Point Volunteer Fire Department

**WHEREAS**, on this, the 25<sup>th</sup> anniversary of the establishment and the continuous contributions of the Henderson Point Volunteer Fire Department Harrison County honors them.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, AS FOLLOWS:**

**SECTION I.** Upon the adoption of this Resolution, the Harrison County Board of Supervisors, on behalf of Harrison County and it's citizens, hereby honor the brave men and women of the Henderson Point Volunteer Fire Department for their support in times of emergency and disaster to their community.

**SECTION II.** A certified copy of this Resolution shall be spread upon the official minutes of Harrison County, there to remain as a testament to the contributions of the Henderson Point Volunteer Fire Department.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>DAVID V. LAROSA, SR.</b> voted	AYE
Supervisor <b>ROBIN ALFRED MIDCALF</b> voted	AYE
Supervisor <b>C. T. SWITZER, JR.</b> voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER SUPPORTING THE UNITED WAY CAMPAIGN FOR 1998  
AND DIRECTING THE COUNTY ADMINISTRATOR TO DESIGNATE  
A CONTACT PERSON TO WORK WITH THE CORPORATE  
REPRESENTATIVE TO CONDUCT A CAMPAIGN IN VARIOUS  
DEPARTMENTS AND AGENCIES OF HARRISON COUNTY**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY SUPPORT the United Way campaign for 1998, and does HEREBY DIRECT the County Administrator to designate a contact person to work with the corporate representative to conduct a campaign in various departments and agencies of Harrison County.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>DAVID V. LAROSA, SR.</b> voted	AYE
Supervisor <b>ROBIN ALFRED MIDCALF</b> voted	AYE
Supervisor <b>C. T. SWITZER, JR.</b> voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER AUTHORIZING MR. TERRI CUTTER WITH FUELMAN TO  
 EXTEND HIS CREDIT CARD SERVICE TO THE FIRE AND THE  
 SHERIFF'S DEPARTMENTS AND TO SUBMIT A PROPOSAL FOR  
 CARD MONITORING AT THE COUNTY OWNED FUEL STATIONS**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE Mr. Terri Cutter with Fuelman to extend his credit card service to the Fire and the Sheriff's Departments and to submit a proposal for card monitoring at the county owned fuel stations.

Supervisor **DAVID V. LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>DAVID V. LAROSA, SR.</b> voted	AYE
Supervisor <b>ROBIN ALFRED MIDCALF</b> voted	AYE
Supervisor <b>C. T. SWITZER, JR.</b> voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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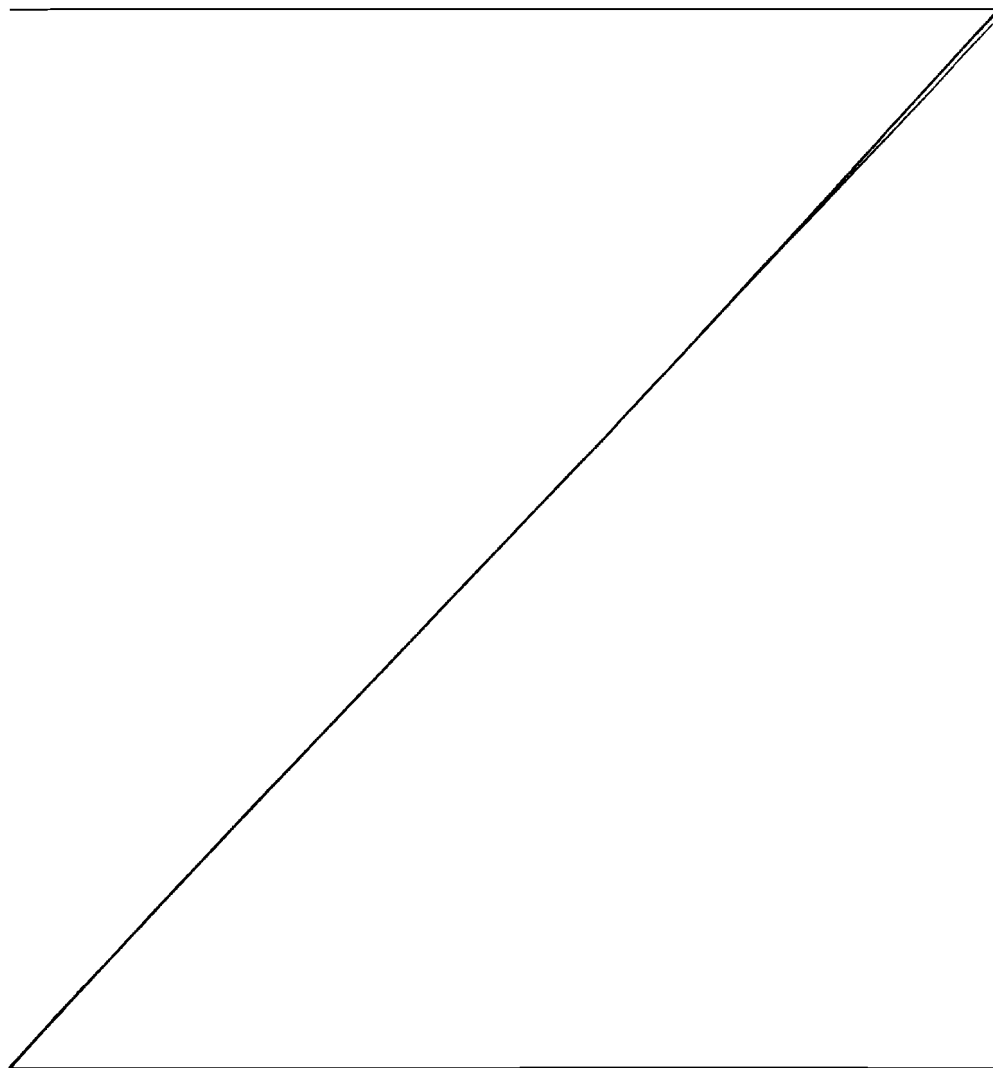
(SUPERVISOR SWITZER WAS OUT ON THE VOTE.)

Supervisor **DAVID V. LAROSA, SR.** moved adoption of the following

Order:

**ORDER APPROVING REDUCTION OF ASSESSMENTS OF  
PERSONAL PROPERTY FOR VARIOUS YEARS, AS RECOMMENDED  
BY THE TAX ASSESSOR**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY APPROVE the following reduction of  
assessments of personal property for various years, as recommended by the  
Tax Assessor:





RBI

LRMBTX02

09/22/98 14:32 RECOMMENDATION FOR BOS (BACK T

PAGE 2

Back Taxes and Actions Taken by Board Of Supervisors and State Tax Commission

Records Added 8- 1-1998 thru 9-22-1998 Report Sequence OWNER NAME

OWNER NAME	PARCEL-NUMBER	Parcel Type	Tax Assessed			BOS Action	SIC Action	W P F D
			Dist	Before	After			
GRANNY'S FISH CAMP/FRANCIS BE	10998	P		631		-631		T N
BUS CLOSED FOR 1996 DUE TO ILLNESS								
GULF COAST BUSINESS SERVICES	14573	P		293		-293		T N
BUSINESS NON PROFIT/TAX EXEMPT/TAKE OFF FOR 1995								
GULF COAST PHOTOGRAPHER/RON W	15126	P		528		-528		T N
OOB FOR 1997								
GULF COAST RECYCLING	13985	P		310		-310		T N
BUSINESS CLOSED FOR 1996								
GULF LONG DISTANCE	13563	P		689		-689		T N
CLOSED DEC 1995 FOR 1996								
GYM_INC	10997	P		16949	4242	-12707		T N
INCORRECT VALUE ON EQUIP FOR YR 1996/NAME CHG FROM GOLD'S GYM								
GYM INC	10997	P		10794	4242	-6552		T N
INCORRECT VALUES ON EQUIP FOR 1997								
HODA CHIROPRACTIC CLINIC	15404	P		3992		-3992		T N
OOB FOR 1996/OWNER STATED OOB DEC 1995 BEFORE JAN 1 LEIN DATE								
INFINITY MEDICAL	14111	P		126		-126		T N
ERRONEOUSLY ASSESSED W/LEASED EQUIPMENT FOR 1997								
INTERNATIONAL BILLING INC	14015	P		180		-180		T N
ERRONEOUSLY ASSESSED W/LEASED EQUIPMENT FOR 1995								
JONES PRODUCE	1330	P		3041		-3041		T N
OOB FOR 1996								
MADDEN'S VENDING	13235	P		375		-375		T N
OOB FOR 1996								
MADDEN'S VENDING	15235	P		375		-375		T N
OOB FOR 1997								
MANAGEMENT ADVANCEMENT CORP	13989	P		1298		-1298		T N
BUSINESS CLOSED 1993/FOR 1995 TAXES								
MANAGEMENT ADVANCEMENT CORP	13989	P		1242		-1242		T N
BUSINESS CLOSED 1993/FOR 1996 TAXES								
MORRISON & MORRISON	10023	P		307		-307		T N
OOB FOR 1996 FOR 1997								
NCR CORP	12171	P		3565		-3565		T N
BUSINESS CLOSED FOR 1996								
ONEAL, ROBERT DR	12750	P		1977		-1977		T N
OOB FOR 1996								
ONEAL, ROBERT DR	12750	P		2150		-2150		T N
BUSINESS CLOSED 1993/FOR 1995 TAXES								
PUCKETT MACHINERY	14210	P		12126		-12126		T N
DBL ASSESSED W/5847 FOR 1995								
RAMOS APTS./PASTOR B RAMOS	680	P						T N
NO VAL CHG/NAME/ADDRESS CHG TO ABOVE AT 1715, 29TH AVE, GPT 39501/1995								
REG CONTRACTING CO INC	9214	P		98628	8628	-90000		T N
DBL ASSESSED W/EQUIPMENT ALREADY ON ROLL FOR 1995								
SEACAST BUS MACH	14426	P		1705	575	-1130		T N
INVENTORY VALUES/SOME EQUIPMENT VALUES INCORRECT FOR 1995								
SEACAST BUS MACH	14426	P		1606	519	-1087		T N
INVENTORY VALUES/SOME EQUIPMENT VALUES INCORRECT FOR 1996								
SEACAST BUS MACH	14426	P		1530	504	-1026		T N
INVENTORY VALUE/SOME EQUIPMENT VALUES INCORRECT FOR 1997								

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RBI LRMBTX02 09/22/98 14:32 RECOMMENDATION FOR BOS (BACK T) P.1/2E 3  
 Back Taxes and Actions Taken by Board Of Supervisors and State Tax Commission  
 Records Added B- 1-1998 thru 9-22-1998 Report Sequence OWNER NAME

OWNER NAME	PARCEL-NUMBER	Parcel Tax		Total Assessed	BOS Action	STC Action	W P F-D
		Type	Dist				
SISSY'S HAIR DESIGN OOB FOR 1997	15465	P		183		-183	T N
SISSY'S HAIR DESIGN OOB FOR 1996	15465	P		239		-239	T N
TAN DU GROCERY INCORRECT INVENTORY	4088	P		57451	8851	-48600	T N
TELEFLORA ERRONEOUSLY ASSESSED FOR 1995	14211	P		79		-79	T N
TELEFLORA ERRONEOUSLY ASSESSED FOR 1996	14211	P		72		-72	T N
TRANSPORTATION CATERING SERVI OOB FOR 1995	13237	P		771		-771	T N
TRANSPORTATION CATERING SERVI OOB FOR 1996	13237	P		687		-687	T N
TRANSPORTATION CATERING SERVI OOB FOR 1997	13237	P		592		-592	T N
UNIQUE FASHIONS FOR 1996 OWNER STATES OOB AT THIS LOCATION SINCE 3-95	11696	P		666		-666	T N
WALKER RENT ALL INVENTORY VALUE INCORRECT FOR 1996	6958	P		40374	15737	-24637	T N
WEST APTS DID NOT OWN FOR 1996	1847	P		761		-761	T N
Change In Total Assessment	-276,962		Total Increase		Total Decrease	-276,962	

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Supervisor **ROBIN ALFRED MIDCALF** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>DAVID V. LAROSA, SR.</b> voted	AYE
Supervisor <b>ROBIN ALFRED MIDCALF</b> voted	AYE
Supervisor <b>C. T. SWITZER, JR.</b> voted	(OUT ON VOTE)

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

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(SUPERVISOR SWITZER WAS OUT ON THE VOTE.)

Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following  
Order:

**ORDER APPROVING PETITION FOR REDUCTION OF THE 1998  
ASSESSMENT ROLL FOR PARCEL #0612E-03-084.001, AS  
RECOMMENDED BY THE TAX ASSESSOR**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does hereby approve petition for reduction of the  
1998 assessment roll for Parcel #0612E-03-084.001, as recommended by the  
Tax Assessor.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the  
above and foregoing Order, whereupon the President put the question to a  
vote with the following results:

- |                                       |               |
|---------------------------------------|---------------|
| Supervisor BOBBY ELEUTERIUS voted     | AYE           |
| Supervisor LARRY BENEFIELD voted      | AYE           |
| Supervisor DAVID V. LAROSA, SR. voted | AYE           |
| Supervisor ROBIN ALFRED MIDCALF voted | AYE           |
| Supervisor C. T. SWITZER, JR. voted   | (OUT ON VOTE) |

The motion having received the affirmative vote from the majority of  
the Supervisors present, the President then declared the motion carried and  
the Order adopted.

THIS, the 5th day of October 1998.

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(SUPERVISOR SWITZER WAS OUT ON THE VOTE.)

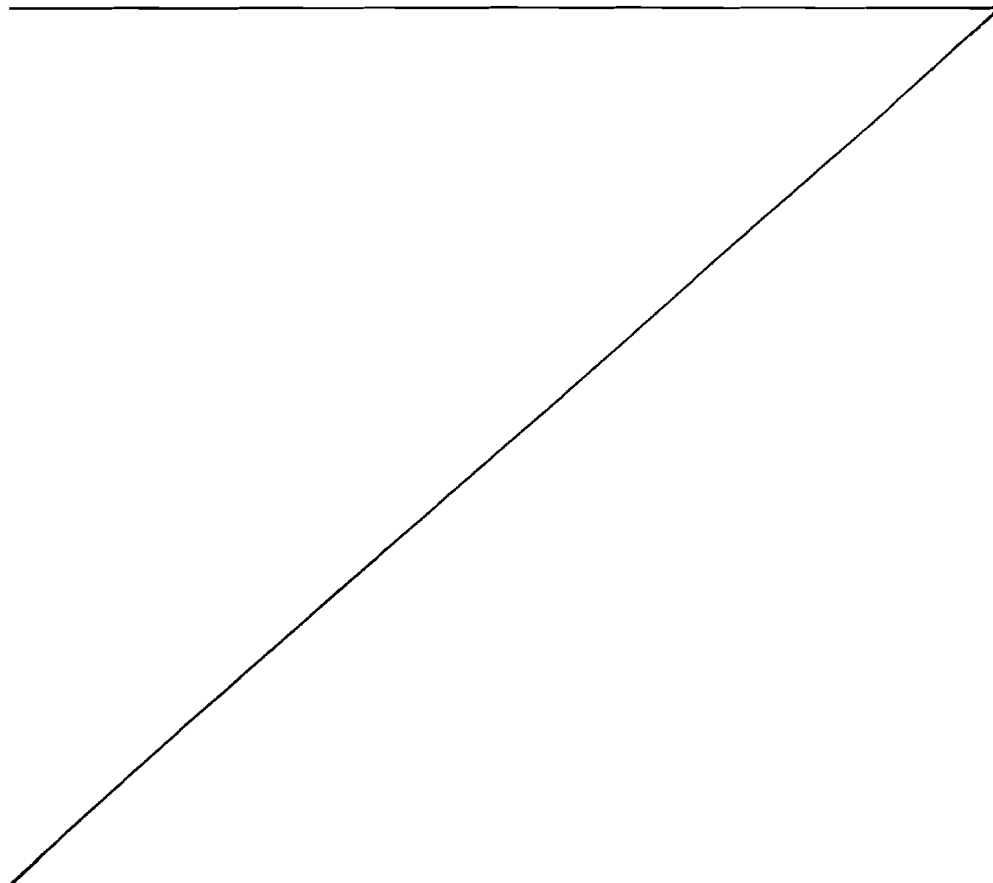
Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following

Order:

**ORDER APPROVING CHANGE ORDER NO. 1 TO T.C.B.  
CONSTRUCTION CO.'S CONTRACT IN THE AMOUNT OF  
\$8,320.00 FOR THE YOUTHER LEE KEYES PARK RECREATIONAL  
IMPROVEMENTS, AND AUTHORIZING THE BOARD PRESIDENT TO  
EXECUTE SAME, AS RECOMMENDED BY BOBBY KNESAL,  
COUNTY ENGINEER**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI that, upon the recommendation of Bobby Knesal, County  
Engineer, the Board does HEREBY APPROVE Change Order No. 1 to T.C.B.  
Construction Co.'s contract in the amount of \$8,320.00 for the Youther Lee  
Keyes Park recreational improvements, same being as follows, to-wit:

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**CHANGE ORDER**

No. 1

Dated October 5, 1998

Owner's Project No. N/A Engineer's Project No. N/A  
Project Youther Lee Keyes Park Recreational Improvements  
Owner Harrison County Board of Supervisors

Contractor T.C.B. Construction Co., Inc. Contract Date August 6, 1998  
Contract For Youther Lee Keyes Park Recreational Improvements

To: T.C.B. Construction Co., Inc. Contractor

You are directed to make the changes noted below in the subject contract:

Owner Harrison County Board of Supervisors

By \_\_\_\_\_

Date October 5, 1998

Nature of the Change

- Furnish Material, Equipment and Labor for
- 1) Excavation of ditch bottom
  - 2) 360 s.y. erosion control mat with bahia and rye grass seed
  - 3) 180 tons rip-rap

Enclosures:

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price Prior to This Change Order	\$ <u>93,047.50</u>
Net (Increase) (Decrease) Resulting from this Change Order	\$ <u>8,320.00</u>
Current Contract Price Including This Change Order	\$ <u>101,367.50</u>

NSPE 1910-8-B (1970 Edition)

C 1970, National Society of Professional Engineers



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Contract Time Prior to This Change Order \_\_\_\_\_ 120 \_\_\_\_\_ Calendar Days.  
Net (Increase) (Decrease) Resulting From This Change Order \_\_\_\_\_ 0 \_\_\_\_\_ Calendar Days.  
Current Contract Time Including This Change Order \_\_\_\_\_ 120 \_\_\_\_\_ Calendar Days.

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The Above Changes Are Approved: \_\_\_\_\_  
Harrison County Engineering Department  
ENGINEER  
By \_\_\_\_\_  
Date \_\_\_\_\_

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The Above Changes Are Accepted: \_\_\_\_\_  
T.C.B. Construction Co., Inc.  
CONTRACTOR  
By \_\_\_\_\_  
Date \_\_\_\_\_

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Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>DAVID V. LAROSA, SR.</b> voted	AYE
Supervisor <b>ROBIN ALFRED MIDCALF</b> voted	AYE
Supervisor <b>C. T. SWITZER, JR.</b> voted	(OUT ON VOTE)

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

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(SUPERVISOR SWITZER OUT ON VOTE)

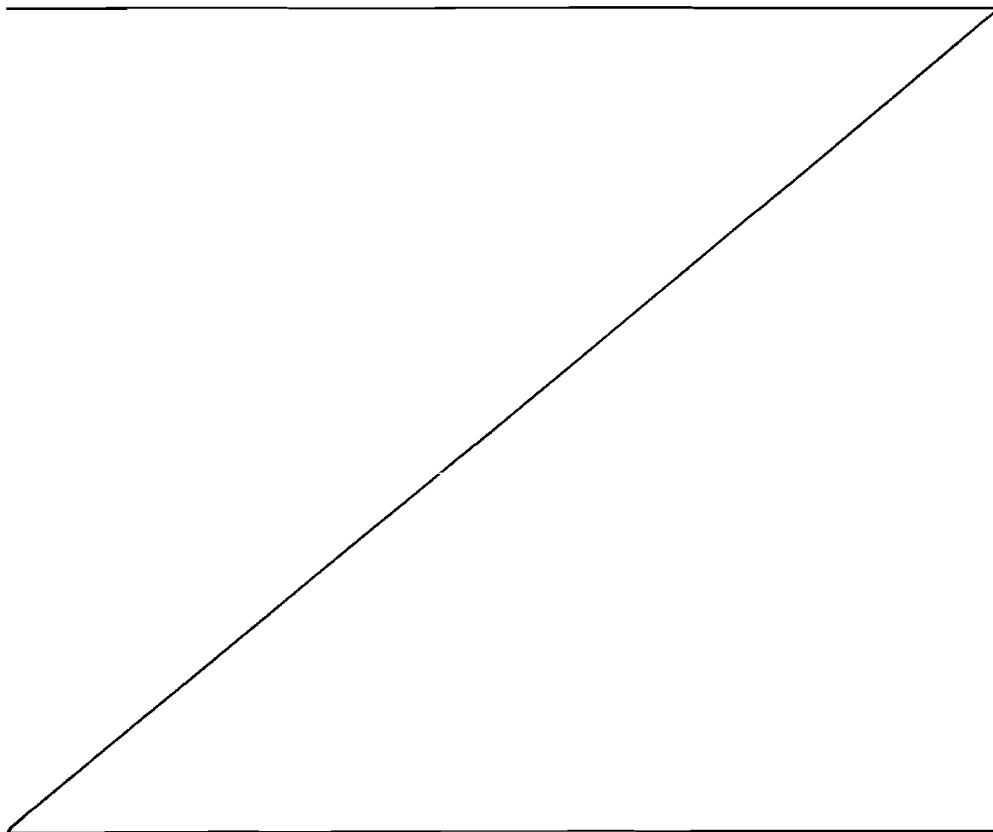
Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following

Order:

**ORDER APPROVING PAYMENT OF SAMUEL B. DAY  
CONSTRUCTION, INC.'S PAYMENT APPLICATION NO. 6 IN  
THE AMOUNT OF \$46,385.10 FOR WORK COMPLETED TO  
DATE ON THE GOOD DEEDS COMMUNITY CENTER, PAYABLE  
FROM ACCOUNT 340-100-581, AS RECOMMENDED BY  
BOBBY KNESAL, COUNTY ENGINEER**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,

MISSISSIPPI, that the Board does HEREBY APPROVE payment of Samuel B. Day Construction, Inc.'s payment application No. 6 in the amount of \$46,385.10 for work completed to date on the Good Deeds Community Center, payable from account 340-100-581, as recommended by Bobby Knesal, County Engineer, said application for payment being as follows:



APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF TWO PAGES

TO (OWNER): HARRISON COUNTY  
P. O. DRAWER CC  
GULFPORT, MS 39502

PROJECT: GOOD DEEDS COMMUNITY CENTER  
15101 MADISON AVENUE  
GULFPORT, MS

APPLICATION NO: Six  
Period To: August/September 1986

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

FROM (CONTRACTOR): Samuel B. Day Construction, Inc.  
15296 South Swan Road  
Gulfport, Mississippi 39503-8751

VIA (ARCHITECT): HARRISON CO. ENGINEERING DEPT.  
ROBERT J. KNESAL P. E.  
GULFPORT, MS 39503

ARCHITECT'S Project No: \_\_\_\_\_

CONTACT: \_\_\_\_\_  
Date: 5 January 1998

CONTRACT FOR: Entire Project

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders Approved in previous months by Owner	Additions	Deductions
TOTAL		
Approved this Month		
Number	Date Approved	
1.	3-17-98	15,713.41
2.		
3.		
TOTALS	15,713.41	0.00
Net Change by Change Orders	15,713.41	

Application is made for Payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Documents G703, is attached

1. ORIGINAL CONTRACT SUM	\$	576,000.00
2. Net Change by Change Orders	\$	15,713.41
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	691,713.41
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	503,578.00
5. RETAINAGE		
a. 10 % of Completed Work (Column D+E on G703)	\$	34,585.65
b. 10 % of Stored Materials (Column F on G703)	\$	700.00
Total Retainage (Line 5a+5b or Total in Column I of G703)	\$	35,285.65
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	488,292.35
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT and PAYMENTS MADE	\$	421,907.25
8. CURRENT PAYMENT DUE	\$	46,385.10
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	223,421.08

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Samuel B. Day Construction, Inc.  
By: \_\_\_\_\_ Date \_\_\_\_\_  
Samuel B. Day, President

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ date of \_\_\_\_\_, 19\_\_\_\_  
Notary Public:  
My Commission expires: \_\_\_\_\_

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ \_\_\_\_\_  
(Attached explanation if amount certified differs from the amount applied for.)  
Engineer: Robert J. Knesal P. E.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

BASED ON AIA DOCUMENT

Page 2/3

Job 557

10/01/98 10:40AM

Sent by: SAMUEL B DAY CONST 2288322161

COPY

**CONTINUATION SHEET**

Document APPLICATION AND CERTIFICATE FOR PAYMENT, containing  
 CONTRACTOR'S signed Certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO. Six

ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE (at 10%)
			PREVIOUS APPLICATIONS	THIS APPLICATION					
A	B	C	D	E	F	G(D+E+F)		H(C-G)	I
1	Concrete Slab	66,700.00	66,700.00	0.00		66,700.00	100	0.00	6,670.00
2	Masonry	142,500.00	138,000.00	4,500.00		142,500.00	100	0.00	14,250.00
3	Metal Building	100,600.00	100,600.00	0.00		100,600.00	100	0.00	10,060.00
4	Erection	24,800.00	13,000.00	7,000.00		20,000.00	81	4,800.00	2,000.00
5	Carpentry	56,700.00	12,000.00	10,000.00	7,000.00	29,000.00	51	27,700.00	2,900.00
6	Ceilings	35,200.00	0.00	0.00		0.00	0	35,200.00	0.00
7	Painting	24,400.00	0.00	0.00		0.00	0	24,400.00	0.00
8	Flooring	18,000.00	0.00	0.00		0.00	0	18,000.00	0.00
9	Plumbing	25,300.00	13,800.00	0.00		13,800.00	55	11,500.00	1,380.00
10	HVAC	66,400.00	41,200.00	14,000.00		55,200.00	83	11,200.00	5,520.00
11	Electrical	62,000.00	19,000.00	0.00		19,000.00	31	43,000.00	1,900.00
12	Operable Partition	53,400.00	45,851.00	0.00		45,851.00	86	7,549.00	4,585.10
13	Change Order # ONE	15,713.41	10,927.00	0.00		10,927.00	70	4,786.41	1,092.70
							ERR	0.00	0.00
SUB TOTAL OR TOTAL		691,713.41	461,078.00	35,500.00	7,000.00	503,578.00	73	188,135.41	50,357.80

BASED ON AIA DOCUMENT

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**OCTOBER 1998 TERM**

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>DAVID V. LAROSA, SR.</b> voted	AYE
Supervisor <b>ROBIN ALFRED MIDCALF</b> voted	AYE
Supervisor <b>C. T. SWITZER, JR.</b> voted	(OUT ON VOTE)

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October, 1998.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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(SUPERVISOR SWITZER WAS OUT ON THE VOTE.)

Supervisor **DAVID V. LAROSA, SR.** moved adoption of the following Order:

**ORDER ACCEPTING THE LOW BIDS THAT WERE RECEIVED  
SEPTEMBER 30, 1998 FOR THE HARRISON COUNTY SKATE  
PARK, AS RECOMMENDED BY THE COUNTY ENGINEER, AS  
LISTED**

WHEREAS, the Board of Supervisors does hereby find as follows:

1. That this Board, at a meeting heretofore held on the 10th day of August 1998, adopted an Order authorizing and directing the Clerk of the Board to cause publication to be made of Advertisement for Bids for the Hockey Rink System and for the Hockey Rink Flooring System at the Harrison County Skate Park, Harrison County, Mississippi.

2. That as directed in the aforesaid Order, said Advertisement for Bids was published in The Sun Herald newspaper, a newspaper published and having a general circulation in Harrison County, Mississippi for more than one (1) year next immediately preceding the date of said Order directing publication of said Notice, and that the Publisher's Affidavit of Proof of Publication has been filed with the Clerk of this Board, by said Clerk exhibited to the Board, and shows that said Advertisement for Bids was published on the 24th and 30th days of August 1998.

3. That publication of said Advertisement for Bids has been made once each week for two (2) consecutive weeks, the last of which was at least seven (7) working days prior to September 30, 1998, the day fixed for receiving said bids in the Order identified in paragraph one thereof, said Proof of Publication being in the following form, words, and figures, to-wit:

MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
OCTOBER 1998 TERM

PROOF OF PUBLICATION

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Before me, the undersigned Notary Public of Harrison County, Mississippi, personally appeared Jeanne Wright who, being by me first duly sworn, did depose and say that she is a clerk of One Sun Herald

\_\_\_\_\_ a newspaper published in the city of Gulfport, in Harrison County, Mississippi, and that publication of the notice, a copy of which is hereto attached, has been made in said paper 2 times in the following numbers and on the following dates of such paper, viz:

- 30 Paper Vol. 114 No. 322 dated 24 day of Aug, 1998
- 30 Paper Vol. 114 No. 324 dated 30 day of Aug, 1998
- \_\_\_\_\_ Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_
- \_\_\_\_\_ Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_
- \_\_\_\_\_ Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_
- \_\_\_\_\_ Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_
- \_\_\_\_\_ Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

Jeanne Wright  
Clerk

Sworn to and subscribed before me this 1 day of

September, A.D., 1998  
**VERA ELAINE MILLS**  
NOTARY PUBLIC  
State of Mississippi  
Vera Elaine Mills  
Notary Public

My Commission Expires on April 29, 2001

Printer's Fee ..... \$ \_\_\_\_\_  
Furnishing proof of publication ..... \$ \_\_\_\_\_  
TOTAL ..... \$ \_\_\_\_\_

**ADVERTISEMENT FOR BIDS**  
The Harrison County Board of Supervisors, Gulfport, Mississippi, will receive bids for **HOCKEY RINK SYSTEM AT THE HARRISON COUNTY SKATE PARK** at HARRISON COUNTY, MISSISSIPPI, at the BOARD MEETING ROOM, FIRST JUDICIAL COURTHOUSE, GULFPORT, MISSISSIPPI, until 2:00 o'clock P.M., WEDNESDAY, SEPTEMBER 30, 1998 and then at said office, bids will be publicly opened and read aloud.  
This is a correction for the advertisement on August 14 and 16, 1998.  
A single stipulated sum bid for certain bid items will be received for all work required by the Contract Documents in accordance with the instruction to Bidders.  
Copies may be obtained at the office of the County Engineer, 16306-C Community Road, Gulfport, Ms and John McAdams, Clerk of the Board of Supervisors at the Harrison County Courthouse, Gulfport, Mississippi.  
Bidders shall comply with the laws of the State of Mississippi requiring a Certificate of Responsibility.  
The Owner reserves the right to reject any or all bids or to waive any informality in the bidding.  
Each bidder must deposit with his bid, security in the amount, form and subject to the conditions provided in the instructions to Bidders.  
Bids may be held by the Owner for a period not exceed thirty (30) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding the Contract.  
By Order of the Board of Supervisors, adopted the 10th day of August, 1998.  
John McAdams  
Clerk of the Board of Supervisors  
Harrison County, Mississippi  
by: Frances Gray, D.C.  
(SEAL)  
H-25,adv.24,30,2T



# MINUTE BOOK BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI OCTOBER 1998 TERM

## PROOF OF PUBLICATION

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Before me, the undersigned Notary Public of Harrison County, Mississippi, personally appeared Jennise Wright who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald

\_\_\_\_\_ a newspaper published in the city of Gulfport, in Harrison County, Mississippi, and that publication of the notice, a copy of which is hereto attached, has been made in said paper 2 times in the following numbers and on the following dates of such paper, viz:

- 20 Paper Vol. 114 No. 328 dated 24 day of Aug, 1998
- 20 Paper Vol. 114 No. 334 dated 30 day of Aug, 1998
- Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_
- Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_
- Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_
- Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_
- Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

Jennise Wright  
Clerk

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_

Vera Elaine Mills, A.D., 1998  
NOTARY PUBLIC  
State of Mississippi  
My Commission Expires on April 29, 2001

Printer's Fee ..... \$ \_\_\_\_\_

Furnishing proof of publication ..... \$ \_\_\_\_\_

TOTAL ..... \$ \_\_\_\_\_

ADVERTISEMENT FOR BIDS  
The Harrison County Board of Supervisors, Gulfport, Mississippi, will receive bids for: HOCKEY RINK FLOORING SYSTEM - AT - THE HARRISON COUNTY SKATE PARK - at HARRISON COUNTY, MISSISSIPPI, at the BOARD MEETING ROOM, FIRST FLOOR, COURTHOUSE, GULFPORT, MISSISSIPPI, until 2:00 o'clock P.M. WEDNESDAY, SEPTEMBER 30, 1998 and then at said office. Bids will be publicly opened and read aloud.  
This is a correction to the advertisement in August 14 and 16, 1998.  
A single stipulated sum bid for certain bid items will be received for all work required by the Contract Documents in accordance with the instruction to Bidders. Copies may be obtained at the office of the County Engineer, 18300-C Community Road, Gulfport, MS and John McAdams, Clerk of the Board of Supervisors, at the Harrison County Court House, Gulfport, Mississippi. Bidders shall comply with the laws of the State of Mississippi requiring a Certificate of Responsibility. The Owner reserves the right to reject any or all bids or to waive any irregularities in the bidding. Each bidder must deposit with his bid, security in the amount, form and subject to the conditions provided in the instructions to Bidders. Bids may be held by the Owner for a period not exceed thirty (30) days from the date of opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract. By Order of the Board of Supervisors, adopted the 10th day of August, 1998. John McAdams, Clerk of the Board of Supervisors, Harrison County, Mississippi. (SEAL) by Frances Galy, DC. H-27 Jan-24, 90, 217, 211, 196447

4. That bids were received at the time and place and in the manner provided in said Advertisement for Bids. The following bids were received:

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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***BID PROPOSAL***

Date 9/23/98

Proposal of Hockey Rink Flooring System Materials

(hereinafter called "Bidder"), organized and existing under the laws of the State of Utah

doing business as Sport Court, Inc.

\* Insert corporation, partnership or individual as applies

To Harrison County Board of Supervisors, Mississippi, (hereinafter called "Owner").

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for bids for:

***HOCKEY RINK FLOORING SYSTEM AT THE  
HARRISON COUNTY SKATE PARK***

having examined the specifications with related documents, hereby proposes to furnish materials and/or labor, and at the prices stated below. These prices shall cover all expenses incurred in supplying the materials or performing the work required under the Contract Documents, of which this proposal is a part.

Bidder acknowledges receipt of the following addendum:



# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

#### BID ITEM NO. 1 - HOCKEY RINK FLOORING SYSTEM MATERIALS

Bidder agrees to furnish materials described in the specifications for the lump sum price of:

Thirty Eight Thousand----- dollars (\$ 38,000.00 )

\*Includes tile, shipping and primer.

#### BID ITEM NO. 2 - LABOR

Bidder agrees to construct the in-line hockey rink system supplied by the owner and described in the specifications for the lump sum price of:

Material only bid

Not Applicable dollars (\$ N/A )

Bidder understands that the Owner reserves the right to reject any or all bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the final contract within 5 days.

Respectfully submitted:

Address: Sport Court, Inc.

939 South 700 West

By: *Anthony Calove*  
(Seal - if bid is by corporation)

Salt Lake City, Utah 84104

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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***BID PROPOSAL***

Date September 30, 1998

Proposal of J.O. Collins Contractor, Inc.

(hereinafter called "Bidder"), organized and existing under the laws of the State of Mississippi

doing business as Corporation

\* Insert corporation, partnership or individual as applies

To Harrison County Board of Supervisors, Mississippi, (hereinafter called "Owner").

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for bids for:

***HOCKEY RINK FLOORING SYSTEM AT THE  
HARRISON COUNTY SKATE PARK***

having examined the specifications with related documents, hereby proposes to furnish materials and/or labor, and at the prices stated below. These prices shall cover all expenses incurred in supplying the materials or performing the work required under the Contract Documents, of which this proposal is a part.

Bidder acknowledges receipt of the following addendum:

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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**BID ITEM NO. 1 - HOCKEY RINK FLOORING SYSTEM MATERIALS**

Bidder agrees to furnish materials described in the specifications for the lump sum price of:

\_\_\_\_\_ No Bid \_\_\_\_\_ dollars (\$ No Bid \_\_\_\_\_)

**BID ITEM NO. 2 - LABOR**

Bidder agrees to construct the in-line hockey rink system supplied by the owner and described in the specifications for the lump sum price of:

Ten thousand four hundred\*\*\*\*\* dollars (\$ 10,400.00 \_\_\_\_\_)

Bidder understands that the Owner reserves the right to reject any or all bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the final contract within 5 days.

Respectfully submitted:

*Daniel J Collins*By: J.O. Collins Contractor, Inc.  
(Seal - if bid is by corporation)Address: 206 Iberville DriveP.O. Box 1205Biloxi, MS 39533

**MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
OCTOBER 1998 TERM**

***BID PROPOSAL***

Date September 30, 1998

Proposal of J.O. Collins Contractor, Inc.

(hereinafter called "Bidder"), organized and existing under the laws of the State of Mississippi

doing business as Corporation

\* Insert corporation, partnership or individual as applies

To Harrison County Board of Supervisors, Mississippi, (hereinafter called "Owner").

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for bids for:

***HOCKEY RINK SYSTEM AT THE  
HARRISON COUNTY SKATE PARK***

having examined the specifications with related documents, hereby proposes to furnish materials and/or labor, and at the prices stated below. These prices shall cover all expenses incurred in supplying the materials or performing the work required under the Contract Documents, of which this proposal is a part.

Bidder acknowledges receipt of the following addendum:

\_\_\_\_\_

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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**BID ITEM NO. 1 - IN-LINE HOCKEY RINK SYSTEM MATERIALS**

Bidder agrees to furnish materials described in the specifications for the lump sum price of:

No Bid dollars (\$ No Bid )

**BID ITEM NO. 2 - LABOR**

Bidder agrees to construct the in-line hockey rink system supplied by the owner and described in the specifications for the lump sum price of:

Twelve thousand six hundred fifty five \*\*\*\*\* dollars (\$ 12,655.00 )

Bidder understands that the Owner reserves the right to reject any or all bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the final contract within 5 days.

Respectfully submitted:

Address: 206 Iberville Drive

By J.O. Collins  
J.O. Collins Contractor, Inc.  
 (Seal - if bid is by corporation)

P.O. Box 1205

Biloxi, MS 39533

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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*BID PROPOSAL*

Date Sept. 14, 1998

Proposal of Border Patrol Pro 5000 Rink System

(hereinafter called "Bidder"), organized and existing under the laws of the State of MN

doing business as In-Line Sport Systems, Inc

\* Insert corporation, partnership or individual as applies

To Harrison County Board of Supervisors, Mississippi, (hereinafter called "Owner").

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for bids for:

*HOCKEY RINK SYSTEM AT THE  
HARRISON COUNTY SKATE PARK*

having examined the specifications with related documents, hereby proposes to furnish materials and/or labor, and at the prices stated below. These prices shall cover all expenses incurred in supplying the materials or performing the work required under the Contract Documents, of which this proposal is a part.

Bidder acknowledges receipt of the following addendum:

\_\_\_\_\_



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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**BID ITEM NO. 1 - IN-LINE HOCKEY RINK SYSTEM MATERIALS**

Bidder agrees to furnish materials described in the specifications for the lump sum price of:

Sixty-four thousand - eight hundred and fifty seven dollars (\$ 64,857.00 )

**BID ITEM NO. 2 - LABOR**

Bidder agrees to construct the in-line hockey rink system supplied by the owner and described in the specifications for the lump sum price of:

Thirteen thousand - nine hundred and eighty-nine dollars (\$ 13,989.00 )

Bidder understands that the Owner reserves the right to reject any or all bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the final contract within 5 days.

Respectfully submitted:

Address: \_\_\_\_\_

By: In-Line Sport Systems, Inc.  
(Seal - if bid is by corporation)

4814 Park Glen Rd.

Minneapolis, MN 55416

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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5. The Board does hereby find, upon the recommendation of the County Engineer, as follows:

a) That the bid of Sport Court, Inc. in the amount of THIRTY-EIGHT THOUSAND AND 00/100 DOLLARS (\$38,000.00) is the lowest bid meeting specifications and, therefore, the best bid received for the hockey rink flooring system materials, and that said bid is reasonable and fair and should be accepted.

b) That the bid of J.O. Collins Contractor, Inc. in the amount of TEN THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$10,400.00) is the lowest bid meeting specifications and, therefore, the best bid received for the hockey rink flooring system labor, and that said bid is reasonable and fair and should be accepted.

c) That the bid of In-Line Sport Systems, Inc. in the amount of SIXTY-FOUR THOUSAND EIGHT HUNDRED FIFTY-SEVEN AND 00/100 DOLLARS (\$64,857.00) is the lowest bid meeting specifications and, therefore, the best bid received for the hockey rink system materials, and that said bid is reasonable and fair and should be accepted.

d) That the bid of J.O. Collins Contractor, Inc. in the amount of TWELVE THOUSAND SIX HUNDRED FIFTY-FIVE AND 00/100 DOLLARS (\$12,655.00) is the lowest bid meeting specifications and, therefore, the best bid received for the hockey rink system labor, and that said bid is reasonable and fair and should be accepted. It is, therefore,

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, upon the recommendation of the County Engineer, as follows:

a) That the bid of Sport Court, Inc. be, and the same is HEREBY ACCEPTED for the hockey rink flooring system materials, at and for a consideration of THIRTY-EIGHT THOUSAND AND 00/100 DOLLARS (\$38,000.00).

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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b) That the bid of J.O. Collins Contractor, Inc. be, and the same is HEREBY ACCEPTED for the hockey rink flooring system labor, at and for a consideration of TEN THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$10,400.00).

c) That the bid of In-Line Sport Systems, inc. be, and the same is HEREBY ACCEPTED for the hockey rink system materials, at and for a consideration of SIXTY-FOUR THOUSAND EIGHT HUNDRED FIFTY-SEVEN AND 00/100 DOLLARS (\$64,857.00).

d) That the bid of J.O. Collins Contractor, Inc. be, and the same is HEREBY ACCEPTED for the hockey rink system labor, at and for a consideration of TWELVE THOUSAND SIX HUNDRED FIFTY-FIVE AND 00/100 DOLLARS (\$12,655.00).

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	(OUT ON VOTE)

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER FINDING THAT NO BIDS WERE RECEIVED ON SEPTEMBER 29, 1998 FOR THE YOUTHER LEE KEYES PROJECT DUE TO HURRICANE GEORGES, AND AUTHORIZING AN EXTENSION TO OCTOBER 12, 1998 AT 10:00 A. M. IN THE SECOND JUDICIAL DISTRICT TO RECEIVE BIDS**

WHEREAS, the Board of Supervisors, at a meeting heretofore held on the 17th day of August 1998, adopted an Order authorizing and directing the Clerk of the Board to cause publication to be made of Advertisement for Bids for the Youther Lee Keys Concession Building at Harrison County, Mississippi.

2. That as directed in the aforesaid Order said Advertisement for Bids was published in The Sun Herald Newspaper, a newspaper published and having a general circulation in Harrison County, Mississippi for more than one (1) year next immediately preceding the date of said Order directing publication of said Notice, and that the Publisher's Affidavit of Proof of Publication has been filed with the Clerk of this Board, by said Clerk exhibited to the Board, and shows that said Notice was published on the 2nd and 6th days of September 1998.

3. That publication of said notice has been made once each week for two (2) consecutive weeks, the last of which was at least seven (7) working days prior to September 29, 1998, the day fixed for receiving said bids in the Order identified in paragraph (1) thereof, said Proof of Publication being in the following form, words, and figures, to-wit:

# MINUTE BOOK BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI OCTOBER 1998 TERM

## PROOF OF PUBLICATION

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Before me, the undersigned Notary Public of Harrison County, Mississippi, personally appeared Janifer Light who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald

\_\_\_\_\_ a newspaper published in the city of Buffport, in Harrison County, Mississippi, and that publication of the notice, a copy of which is hereto attached, has been made in said paper 2 times in the following numbers and on the following dates of such paper, viz:

- Sun Herald Vol. 114 No. 337 dated 2 day of Sep, 1998
- Sun Herald Vol. 114 No. 341 dated 6 day of Sep, 1998
- Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_
- Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_
- Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_
- Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

Janifer Light  
Clerk

Sworn to and subscribed before me this 11 day of

September, A.D., 1998.

Karen Shoot  
Notary Public

My Commission Expires 10/15/99

Printer's Fee ..... \$ \_\_\_\_\_

Furnishing proof of publication ..... \$ \_\_\_\_\_

TOTAL ..... \$ \_\_\_\_\_

ADVERTISEMENT FOR BIDS  
Harrison County, Mississippi  
The Harrison County Board of Supervisors, Gulfport, Mississippi, will receive bids for "YOUTHER LEE KEYS CONCRESSION BUILDING" at HARRISON COUNTY, MISSISSIPPI, at the BOARD MEETING ROOM, FIRST JUDICIAL COURTHOUSE, GULFPORT, MISSISSIPPI, on September 29, 1998 and then at said office, bids will be publicly opened and read aloud.  
A single stipulated sum bid for certain bid items will be received for all work required by the Contract Documents in accordance with the instruction to Bidders. Copies may be obtained at the office of the County Engineer, 15308-C Community Road, Gulfport, MS.  
Contract Documents are on file at the office of the County Engineer at 15308-C Community Road Gulfport, MS and John McAdams, Clerk of the Board of Supervisors at the Harrison County Courthouse, Gulfport, Mississippi.  
Bidders shall comply with the laws of the State of Mississippi requiring a Certificate of Responsibility. The Owner reserves the right to reject any or all bids or to waive any informalties in the bidding.  
Each bidder must deposit with his bid, security in the amount, form and subject of the conditions provided in the instructions to Bidders.  
Bids may be held by the Owner for a period not exceed thirty (30) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.  
By Order of the Board of Supervisors, adopted the 17th day of August, 1998.  
John McAdams  
Clerk of the Board of Supervisors  
Harrison County, Mississippi  
by: Frances City, DC  
(SEAL)  
MS-adv.2A6 200388

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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4. That no bids were received on September 29, 1998 for this project due to the emergency situation created by Hurricane Georges, and it is necessary to authorize an extension of time to October 12, 1998 at 10:00 a.m. in the Second Judicial District to receive said bids.

IT IS THEREFORE ORDERED that the Board does HEREBY FIND that no bids were received on September 29, 1998 for the Youther Lee Keyes project due to Hurricane Georges; and the Board does further HEREBY AUTHORIZE an extension of time to October 12, 1998 at 10:00 a.m. in the Second Judicial District to receive said bids.

Supervisor **DAVID V. LAROSA, SR.** seconded the motion to adopt the above and foregoing order, whereupon the president put the question to a vote with the following results:

- |                                       |     |
|---------------------------------------|-----|
| Supervisor BOBBY ELEUTERIUS voted     | AYE |
| Supervisor LARRY BENEFIELD voted      | AYE |
| Supervisor DAVID V. LAROSA, SR. voted | AYE |
| Supervisor ROBIN ALFRED MIDCALF voted | AYE |
| Supervisor C.T. SWITZER, JR. voted    | AYE |

The motion having received the affirmative vote from the majority of the Supervisors present, the President declared the motion carried and the order adopted.

THIS, the 5th day of October 1998.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following Order:

**ORDER AUTHORIZING PROPOSALS TO BE RECEIVED FOR THE  
REMOVAL OF HURRICANE GEORGES DEBRIS IN HARRISON  
COUNTY, MISSISSIPPI**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY AUTHORIZE advertisement for  
proposals to be received for the removal of Hurricane Georges debris in  
Harrison County, Mississippi.

Supervisor **ROBIN ALFRED MIDCALF** seconded the motion to adopt the  
above and foregoing order, whereupon the president put the question to a  
vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>DAVID V. LAROSA, SR.</b> voted	AYE
Supervisor <b>ROBIN ALFRED MIDCALF</b> voted	AYE
Supervisor <b>C.T. SWITZER, JR.</b> voted	AYE

The motion having received the affirmative vote from the majority of  
the Supervisors present, the President declared the motion carried and the  
order adopted.

THIS, the 5th day of October 1998.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

---

Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER ACCEPTING TERMINATIONS, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACCEPT the termination of Richard Moran, Mosquito Control, Mosquito Spray Truck Operator, effective 09/11/98.

Supervisor **DAVID V. LAROSA, SR.** seconded the motion to adopt the above and foregoing order, whereupon the president put the question to a vote with the following results:

- |  |     |
|--|-----|
| Supervisor <b>BOBBY ELEUTERIUS</b> voted     | AYE |
| Supervisor <b>LARRY BENEFIELD</b> voted      | AYE |
| Supervisor <b>DAVID V. LAROSA, SR.</b> voted | AYE |
| Supervisor <b>ROBIN ALFRED MIDCALF</b> voted | AYE |
| Supervisor <b>C.T. SWITZER, JR.</b> voted    | AYE |

The motion having received the affirmative vote from the majority of the Supervisors present, the President declared the motion carried and the order adopted.

THIS, the 5th day of October 1998.

\* \* \*



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER ACCEPTING RESIGNATIONS, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACCEPT the following resignations:

Kim Jones, Tourism, bookkeeper, effective 09/21/98.

Patricia Barnes, Family Court, child care worker, effective 08/31/98.

Herman Morris, Bridge Department, bridge tender, effective 09/11/98.

Joann Pierce, Code Office, reception, effective 08/14/98.

Terry Kostelic, Building & Grounds, laborer, effective 07/31/98.

Dawn Daniels, Road/Orange Grove Work Center, office help, effective 08/14/98.

Jonathan Doleac, Road/Long Beach Work Center, laborer, effective 08/14/98.

Zondra Jones, Road Dept/Orange Grove Work Center, office help, effective 08/31/98 (Summer worker).

Matthew Elias, Road Dept/Long Beach Work Center, laborer, effective 8/14/98 (Summer worker).

Supervisor **DAVID V. LAROSA, SR.** seconded the motion to adopt the above and foregoing order, whereupon the president put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C.T. SWITZER, JR. voted	AYE

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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The motion having received the affirmative vote from the majority of the Supervisors present, the President declared the motion carried and the order adopted.

THIS, the 5th day of October 1998.

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER CONCURRING WITH COUNTY ADMINISTRATOR ON  
EMPLOYMENT AND VARIOUS CHANGES, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY CONCUR with County Administrator on the following employment and various changes:

Lucy Bickham, Tourism Commission, Convention Registration Assistant, status change from part time to temporary full time, no change in salary, effective 9/22/98.

Elizabeth Karl, Tourism Commission, Bookkeeper, regular full time at a rate of \$719.49 bi-monthly, effective 9/21/98 (replacing Kim A. Jones who was making 719.49 bi-monthly).

Patricia Ladner, Family Court, Receptionist/Deputy Clerk, regular full time at a rate of \$6.30/hour, effective 9/14/98 (replacing Sharon Fields who was making \$6.30/hour but as salary).

Supervisor **DAVID V. LAROSA, SR.** seconded the motion to adopt the above and foregoing order, whereupon the president put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>DAVID V. LAROSA, SR.</b> voted	AYE
Supervisor <b>ROBIN ALFRED MIDCALF</b> voted	AYE
Supervisor <b>C.T. SWITZER, JR.</b> voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President declared the motion carried and the order adopted.

THIS, the 5th day of October 1998.

**MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
OCTOBER 1998 TERM**

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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER CONCURRING WITH DISTRICT ATTORNEY'S OFFICE ON  
EMPLOYMENT AND VARIOUS CHANGES, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY CONCUR with the District Attorney's office on the following employment and changes:

Melanie Mansfield, District Attorney's Office, criminal records custodian/office manager, pay increase from \$29,216.00/year to \$32,500.00/year, effective 10/1/98 (approved in budget).

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the president put the question to a vote with the following results:

- Supervisor **BOBBY ELEUTERIUS** voted AYE
- Supervisor **LARRY BENEFIELD** voted AYE
- Supervisor **DAVID V. LAROSA, SR.** voted AYE
- Supervisor **ROBIN ALFRED MIDCALF** voted AYE
- Supervisor **C.T. SWITZER, JR.** voted AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President declared the motion carried and the order adopted.

THIS, the 5th day of October 1998.

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor **DAVID V. LAROSA, SR.** moved adoption of the following Order:

**ORDER ACCEPTING THE ONLY BID RECEIVED FOR BID #98-0902  
ONE NEW OR USED COMPACT UTILITY TRACTOR, SUBMITTED BY  
PIERCE SALES & RENTALS, INC. FOR ONE (1) NEW JOHN DEERE  
4WD, MODEL 955 TRACTOR AT A TOTAL COST \$ 13,878.00,  
PAYABLE FROM BOND FUNDS**

WHEREAS, the Board of Supervisors does hereby find as follows:

1. That this Board, at a meeting heretofore held on the 10th day of August 1998, adopted an Order authorizing and directing the Clerk of the Board to cause publication to be made of Notice of Invitation to Bid for Bid #97-0902 One New or Used Compact Utility Tractor.

2. That as directed in the aforesaid Order, said Notice of Invitation to Bid was published in The Sun Herald newspaper, a newspaper published and having a general circulation in Harrison County, Mississippi for more than one (1) year next immediately preceding the date of said Order directing publication of said Notice, and that the Publisher's Affidavit of Proof of Publication has been filed with the Clerk of this Board, by said Clerk exhibited to the Board, and shows that said Notice was published on the 20th and 27th days of August 1998.

3. That publication of said notice has been made once each week for two (2) consecutive weeks, the last of which was at least seven (7) working days prior to September 18, 1998, the day fixed for receiving said bids in the Order identified in paragraph (1) thereof, said Proof of Publication being in the following form, words, and figures, to-wit:

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
OCTOBER 1998 TERM

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary Public of Harrison County, Mississippi, personally appeared [Signature] who, being by me first duly sworn, did depose and say that she is a clerk of [Signature]

[Signature], a newspaper published in the city of [Signature], in Harrison County, Mississippi, and that publication of the notice, a copy of which is hereto attached, has been made in said paper 2 times in the following numbers and on the following dates of such paper, viz:

- See Paper [Signature] Vol. 114 No. 324 dated 20 day of Aug, 1998
See Paper [Signature] Vol. 114 No. 331 dated 27 day of Aug, 1998
Paper Vol. No. dated day of, 19
Paper Vol. No. dated day of, 19
Paper Vol. No. dated day of, 19
Paper Vol. No. dated day of, 19

Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

[Signature] Clerk

Sworn to and subscribed before me this 27 day of August, A.D., 1998.

VERA ELAINE MILLS NOTARY PUBLIC State of Mississippi [Signature] Notary Public

Printer's Fee \$
Furnishing proof of publication \$
TOTAL \$

NOTICE OF INVITATION TO BID
Sealed bids will be accepted by the Board of Supervisors of Harrison County Mississippi, at the Board Meeting Room in the First Judicial District Courthouse in Gulfport, Mississippi, until the hour of 10:00 o'clock A.M., on September 18, 1998, for purchase by Harrison County the following: Bid #98-0902 One New or Used compact Utility Tractor. Specifications and Bid Forms for Bid #98-0902, may be obtained from the Harrison County Purchasing Department, located on the first floor of the First Judicial District Courthouse at 1801-23rd Avenue, Gulfport, Mississippi 39502, office telephone number (228) - 865-4028. All Bids must be on file with the Clerk of the Board. Must show the Bidder's name and address. All Bids Must be sealed and clearly marked on the outside of the envelope as indicated, "Bid No 98-0902", to be opened on September 18, 1998. Envelopes not so marked are submitted at the risk of the Bidder and the County assumes no responsibility for the premature opening of same by any County Employees. Bids sent through the U. S. Mail are done so at the risk of the bidder, and should be addressed to the Harrison County Board of Supervisors, in care of the Harrison County Purchasing Department, Post Office Drawer "CC", Gulfport, Mississippi, 39502. The County is NOT responsible for bids that are mailed to the wrong address or that arrive in the mail after the designated opening time. Bids may be delivered in person to the Harrison County Purchasing Department located on the first floor of the First Judicial District Courthouse, 1801-23rd Avenue, Gulfport, Mississippi, until 5:00 P.M. on September 17, 1998, or to the Board of Supervisors meeting room in the First Judicial District Courthouse in Gulfport, Mississippi on September 18, 1998, prior to the opening time listed above. The Board of Supervisors will meet at the time and in the place stated first above in this Notice and will then and there open, read aloud, consider and take such action as the Board may then determine on bids received in accordance with this Notice. The Board reserves the right to reject any and all bids and to waive formalities. By Order of the Harrison County Board of Supervisors, Item #98-0902 was adopted on August 10, 1998. /s/ John MacAdams CLERK, Board of Supervisors by: Frances Gibby DC (seal) H-10,adv.20.27th 192455

- 4. That on September 8, 1998 an Order was entered designating representatives to receive said bids on behalf of the Board of Supervisors on September 18, 1998.
5. That only one bid was received at the time and place and in the manner provided in said Notice of Invitation to Bid, which bid is as follows:

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

Minimum Specifications and Bid Form for One (1) NEW OR USED, 4WD Compact Utility Tractor

**TRACTOR SPECIFICATIONS:**

33 H.P. Diesel Engine	Vendor Complies: <input checked="" type="checkbox"/>
475 Cold Cranking Amps Battery	Vendor Complies: <input checked="" type="checkbox"/>
40 Amp Alternator	Vendor Complies: <input checked="" type="checkbox"/>
Hydrostatic, 2-Range Transmission	Vendor Complies: <input checked="" type="checkbox"/>
1.9 hp Starter	Vendor Complies: <input checked="" type="checkbox"/>
Direct Injection Fuel System	Vendor Complies: <input checked="" type="checkbox"/>
Power Steering	Vendor Complies: <input checked="" type="checkbox"/>
Live Independent Mid and Rear PTO	Vendor Complies: <input checked="" type="checkbox"/>
Optional Auxiliary Hydraulic System	Vendor Complies: <input checked="" type="checkbox"/> <i>Qual 5CV'S &amp; Auxiliary</i>
Hydraulic Multi-disk Clutch	Vendor Complies: <input checked="" type="checkbox"/>
Wet Disk Brakes	Vendor Complies: <input checked="" type="checkbox"/>
Locking Differential	Vendor Complies: <input checked="" type="checkbox"/>
Planetary Final Drive	Vendor Complies: <input checked="" type="checkbox"/>
1175 lb. Lift Capacity	Vendor Complies: <input checked="" type="checkbox"/>
3-Point Hitch	Vendor Complies: <input checked="" type="checkbox"/>
Clear Title for Used Equipment	Vendor Complies: <u>NA</u>
Used Equipment Actual Use Hours	Vendor Complies: <u>NA</u>

ALL OTHER STANDARD FACTORY EQUIPMENT NEEDED TO INSURE THIS VEHICLE MEETS ALL STATE, FEDERAL AND POLLUTION REQUIREMENTS Vendor Complies:

Bid price includes delivery to Harrison County, MS, dealer preparation, title and state inspection fees. Bid price is requested to be firm for sixty (60) days beginning with the bid opening date as it first appears on the IFB Notice.

Manufacturer and Model of Used Tractor Offered NO BID  
Used Tractor Bid Price \$ \_\_\_\_\_

Manufacturer's and Model of New Tractor offered: John Deere 955 4WD  
New Tractor Bid Price \$ 13,878.

Delivery Schedule: 3-4 weeks

Warranty: 2 Years

If bidders place of business is located in other than Harrison County, MS, the location of the full service, parts and warranty shop is: Mass Point, MS  
The County reserves the right to inspect all maintenance facilities and will take this into consideration when awarding this bid.

TECHNICAL SPECIFICATIONS FOR ALL EQUIPMENT MUST BE SUBMITTED WITH THIS BID. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.

I Certify the equipment offered meets or exceeds the specifications unless noted.

DATE: 9-18-98

VENDOR: Pierce Sales & Rentals, Inc.

SIGNED BY (Name and Title) Mark Taylor, President

ADDRESS: 11308 Hwy 613 Poscogola, MS 39581

TELEPHONE: 228-474-1281 FAX: 228-475-3004

SUBMIT YOUR BID ON THIS FORM. FAILURE TO DO SO MAY DISQUALIFY THE BID.

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

	855	955
<b>Engine</b>	3TN75RJ	3TN64RJ
Engine horsepower	24 (17.9 kW)	33 (24.6 kW)
PTO horsepower	19 (14.2 kW)	27 (20.1 kW)
Rated engine speed	3,200 rpm	3,200 rpm
Type	Diesel	Diesel
Operating range	1,400 - 3,425	1,400 - 3,425 rpm
Number of cylinders	3	3
Displacement	75 mm	87.3 cu. in. (1430 cm <sup>3</sup> )
Bore and stroke		3.31 x 3.39 in. (84 x 86 mm)
Compression ratio		18.0:1
Lubrication		Pressurized
Cooling system		Water pump
Air cleaner		Dry w/safety element
Engine shutoff		Key
<b>Electrical System:</b>		
Type		12-volt
Battery size		475 Cold Cranking Amps @ -18°C
Alternator		40-amp
<b>Fuel System:</b>		
Type		Direct injection
Injection pump type		In-line w/electric shutoff
Gal./hr. at 75% load (mowing)		1.4 (5.3 L)
<b>Drivetrain:</b>		
Transmission type		Hydrostatic, 2-range
Number of speeds		Infinite
Final drive		Planetary
Brakes		Wet-disk
Steering		Power
<b>Hydraulic System:</b>		
Type of system		Open center
Working pressure		2,500 psi (17 240 kPa)
Pump (type)		Gear
Pump capacity		7.2 gpm (0.45 L/s)
Cat. 1 3-point hitch		(Standard)
Hitch lift capacity		
(at 24 in. behind link ends)	1,005 lb. (465 kg)	1,175 lb. (533 kg)
Lift control type	Position	Position
<b>PTO:</b>		
Type	Live Independent	Live Independent
Speed (PTO rpm at 3,200 engine rpm)		
Mid	2,100	2,100
Rear	540	540
Clutch	Hydraulic, multi-disk	Hydraulic, multi-disk
Brake	Hydraulically controlled	Hydraulically controlled
<b>Capacities:</b>		
Fuel tank	6.6 U.S. gal. (25 L)	6.6 U.S. gal. (25 L)
Cooling system	4.8 U.S. qt. (4.5 L)	4.8 U.S. qt. (4.5 L)
Crankcase (with filter)	4.1 U.S. qt. (3.9 L)	4.4 U.S. qt. (4.2 L)
Transmission and hydraulic system	4.5 U.S. gal. (17 L)	4.5 U.S. gal. (17 L)
Front axle gearcase	2.25 U.S. qt. (2.13 L)	2.6 U.S. qt. (2.5 L)
<b>Weight:</b>		
2WD	1,790 lb. (812 kg)	N/A
MFWD	1,870 lb. (848 kg)	1,990 lb. (903 kg)
<b>Sound Level (high idle, no load):</b>		
Operator dB(A)	87.9	88.4
Bystander dB(A)	74.1	
<b>Slope Operation:</b>		
Complies with American National Standard Institute ROPS		
Complies with ASAE, SAE, and OSHA standards for ROPS		
<small>*Weights include fuel, oil, coolant, and R-11 tires.</small>		
<b>Additional standard equipment:</b>		
Electric fuel gauge		
Tachometer/hourmeter		
Headlights and flashers		
Oil pressure indicator light		
Alternator indicator light		
Glow-plug indicator light		
PTO engagement indicator light		
Roll-Gard™ ROPS and seat belt		
Air-cleaner safety element		
Cruise control stop kit		
<b>Additional equipment:</b>		
Three-control valves w/single control lever or field installed		
Left hydraulic cylinder		
Front-wheel drive (standard on 955)		
Plant heater		
Hydraulic kit (rear)		
Ball weights		
Roll-Gard ROPS — 755, 855, and 955		

This is what is in the bid file. Bad Copy.



Specifications and design subject to change without notice.



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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6. The Board does hereby find that the bid of Pierce Sales & Rentals, Inc., in the amount of THIRTEEN THOUSAND EIGHT HUNDRED SEVENTY-EIGHT AND 00/100 DOLLARS (\$13,878.00) is the only bid received, that said bid is fair and reasonable and meets specifications, and that said bid should be accepted for Bid #97-0902, One (1) new John Deere 4WD, Model 955 Tractor, payable from Bond Funds. It is, therefore,

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the bid of Pierce Sales & Rentals, Inc., in the amount of THIRTEEN THOUSAND EIGHT HUNDRED SEVENTY-EIGHT AND 00/100 DOLLARS (\$13,878.00) be and the same is HEREBY ACCEPTED for Bid #97-0902, One (1) new John Deere 4WD, Model 955 Tractor, same being payable from Bond Funds.

Supervisor **ROBIN ALFRED MIDCALF** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER FINDING THAT NO BIDS WERE RECEIVED FOR BID #98-0903, PORTABLE HORSE STALLS FOR THE HARRISON COUNTY FAIRGROUNDS**

WHEREAS, the Board of Supervisors, at a meeting heretofore held on the 20th day of July 1998, adopted an Order authorizing and directing the Clerk of the Board to cause publication to be made of Notice of Invitation to Bid for Bid #98-0903, Portable Horse Stalls for the Harrison County Fairgrounds, Harrison County, Mississippi.

2. That as directed in the aforesaid Order said Notice of Invitation to Bid was published in The Sun Herald Newspaper, a newspaper published and having a general circulation in Harrison County, Mississippi for more than one (1) year next immediately preceding the date of said Order directing publication of said Notice, and that the Publisher's Affidavit of Proof of Publication has been filed with the Clerk of this Board, by said Clerk exhibited to the Board, and shows that said Notice was published on the 21st and 27th days of August 1998.

3. That publication of said notice has been made once each week for two (2) consecutive weeks, the last of which was at least seven (7) working days prior to September 18, 1998, the day fixed for receiving said bids in the Order identified in paragraph (1) thereof, said Proof of Publication being in the following form, words, and figures, to-wit:

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
OCTOBER 1998 TERM

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary Public of Harrison County, Mississippi, personally appeared [Signature] who, being by me first duly sworn, did depose and say that she is a clerk of [Signature]

[Signature], a newspaper published in the city of Gulfport, in Harrison County, Mississippi, and that publication of the notice, a copy of which is hereto attached, has been made in said paper 2 times in the following numbers and on the following dates of such paper, viz:

- Two Paper Vol. 114 No. 325 dated 21 day of Aug, 1998
Two Paper Vol. 114 No. 331 dated 27 day of Aug, 1998
Paper Vol. No. dated day of, 19
Paper Vol. No. dated day of, 19
Paper Vol. No. dated day of, 19
Paper Vol. No. dated day of, 19
Paper Vol. No. dated day of, 19

Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

[Signature] Clerk

Sworn to and subscribed before me this 27 day of

August, A.D., 1998.
VERA ELAINE MILLS
NOTARY PUBLIC
State of Mississippi
Notary Public

My Commission Expires on April 29, 2001

Printer's Fee \$
Furnishing proof of publication \$
TOTAL \$

NOTICE OF INVITATION TO BID
Sealed bids will be accepted by the Board of Supervisors of Harrison County, Mississippi, at the Board Meeting Room in the First Judicial District Courthouse in Gulfport, Mississippi, until the hour of 10:30 o'clock A.M., on September 18, 1998, for purchase by Harrison County the following: Bid #98-0903 Portable Horse Stalls for the Harrison County Fairgrounds.

Specifications and Bid Forms for Bid #98-0903, may be obtained from the Harrison County Purchasing Department, located on the first floor of the First Judicial District Courthouse at 1801-22nd Avenue, Gulfport, Mississippi 39502, office telephone number (228) 865-4028. Technical questions that are not addressed in the specifications should be directed to Mr. Mike McMillan, Harrison County Fairgrounds Director, office telephone number (228) 832-0080.

All bids must be on file with the Clerk of the Board; Must show the Bidder's name and address; All bids must be sealed and clearly marked on the outside of the envelope as indicated, "Bid No. 98-0903", to be opened on September 18, 1998. Envelopes not so marked are submitted at the risk of the Bidder and the County assumes no responsibility for the premature opening of same by any County Employee.

Bids sent through the U. S. Mail are done so at the risk of the bidder, and should be addressed to the Harrison County Board of Supervisors, in care of the Harrison County Purchasing Department, located on the first floor of the First Judicial District Courthouse, 1801 - 22nd Avenue, Gulfport, Mississippi, 39502. The County is NOT responsible for bids that are mailed to the wrong address or that arrive in the mail after the designated opening time. Bids may be delivered in person to the Harrison County Purchasing Department located on the first floor of the First Judicial District Courthouse, 1801 - 22nd Avenue, Gulfport, Mississippi, until 5:00 P.M., on September 17, 1998, or to the Board of Supervisors meeting room in the First Judicial District Courthouse in Gulfport, Mississippi on September 18, 1998, prior to the opening time listed above.

The Board of Supervisors will meet at the time and in the place stated first above in this Notice and will then and there open, read aloud, consider and take such action as the Board may then determine on bids received in accordance with this Notice. The Board reserves the right to reject any and all bids and to waive informality.

By Order of the Harrison County Board of Supervisors, Item #98-0903 was adopted on July 20, 1998.
/s/ John McAdams
CLERK, Board of Supervisors
by: Frances Gley DC
(Seal)
H-42,adv.21,27,2T 194005

- 4. That on September 8, 1998 an Order was entered designating representatives to receive said bids on behalf of the Board of Supervisors on September 18, 1998.
5. That no bids were received on September 18, 1998 for Bid #98-0903, Portable Horse Stalls for the Harrison County Fairgrounds.

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IT IS THEREFORE ORDERED that the Board does HEREBY FIND that no bids were received on September 18, 1998 for Bid #98-0903, Portable Horse Stalls for the Harrison County Fairgrounds.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the president put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>DAVID V. LAROSA, SR.</b> voted	AYE
Supervisor <b>ROBIN ALFRED MIDCALF</b> voted	AYE
Supervisor <b>C.T. SWITZER, JR.</b> voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President declared the motion carried and the order adopted.

THIS, the 5th day of October 1998.

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER AUTHORIZING THE ADVERTISEMENT OF NOTICE OF INVITATION TO BID ON BINDING THE 1998 TAX RECEIPTS**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE the advertisement of Notice of Invitation to bid on Binding the 1998 Tax Receipts.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the president put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>DAVID V. LAROSA, SR.</b> voted	AYE
Supervisor <b>ROBIN ALFRED MIDCALF</b> voted	AYE
Supervisor <b>C.T. SWITZER, JR.</b> voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President declared the motion carried and the order adopted.

THIS, the 5th day of October 1998.

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The Sheriff's representative reported that 1,069 persons are housed at the Harrison County Jail Facilities.

\* \* \*

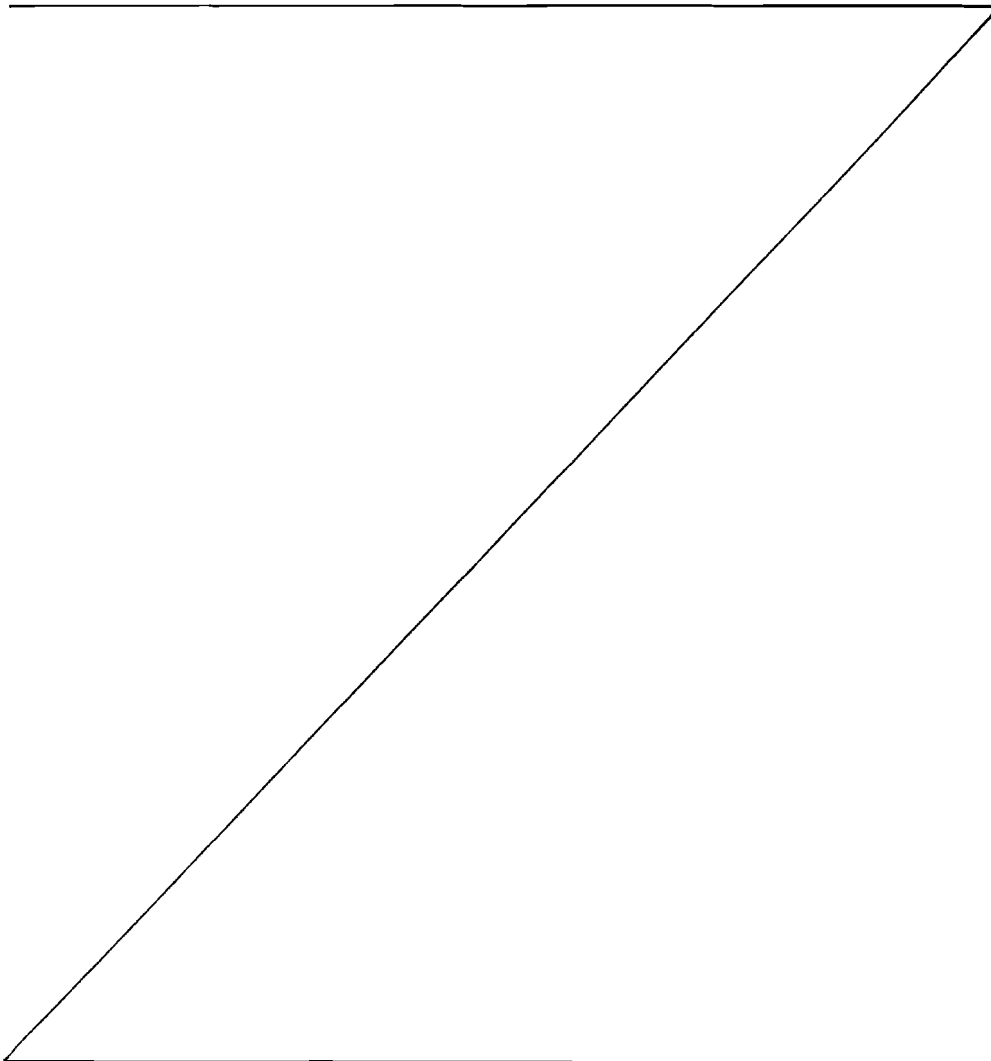
**MINUTE BOOK**  
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**OCTOBER 1998 TERM**

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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following  
Order:

**ORDER ACKNOWLEDGING RECEIPT OF VARIOUS CHECKS FROM  
THE SHERIFF'S DEPARTMENT, IN THE TOTAL AMOUNT OF  
\$185,258.82, FOR DEPOSIT IN THE PROPER ACCOUNTS**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of the  
following checks from the Sheriff's Department, in the total amount of  
\$185,258.8,2 for deposit in the proper accounts, same being in the following  
form, words, and figures, to-wit:



# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

CHECK NO. 24580	CENTRAL VENDING COMPANY, INC.			8/12/98
	SALES	TAXES	COMM	
CANDY/SNACK	405.45	28.29	37.52	
COFFEE	10.60	.74	.59	
COLD FOOD	45.65	3.20	.80	
CAN DRINK	289.40	20.26	26.91	
<b>TOTALS</b>	<b>749.10</b>	<b>52.44</b>	<b>65.42</b>	

THANK YOU FOR YOUR BUSINESS. JULY 1998, COMMISSION PAID :65.42  
COMMISSION

CENTRAL VENDING COMPANY, INC. 7900 HWY 613 NORTH MOSS POINT, MS. 39563	NO. 024580	85-136/653  8/12/98
PAY TO THE ORDER OF : HARRISON CT. SHERIFF DEP FOR THE SUM OF SIXTY FIVE AND 42/100 DOLLARS		*** 65.42 ***
HARRISON CT. SHERIFF DEP • ATTN : SHER. JOE PRICE P. D. BOX 1480 GULFPORT, MS. 39502		MERCHANTS & MARINE BANK PASCAGOULA, MS  VOID AFTER 90 DAYS
@024580@ 10653013621 10 022 8211		

UNIVERSITY OF SOUTHERN MISSISSIPPI HATTIESBURG, MISSISSIPPI				STATEMENT OF REMITTANCE		156738	
U.S.M. VOUCHER NUMBER	OUR P.O. NUMBER	EXPLANATION	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
09957		REMITTANCE			185,093.40	.00	185,093.40
					185,093.40*		185,093.40**

DETACH BEFORE CASHING TOTALS ARE LAST AMOUNTS IN THESE COLUMNS

	<b>THE UNIVERSITY OF SOUTHERN MISSISSIPPI</b> HATTIESBURG, MISSISSIPPI 39406	CHECK NUMBER <b>156738</b>
VENDOR NUMBER H000000252	DATE 09 17 98	DOLLARS DEPT 1754012 PAY ► \$ **185,093.40
TO THE ORDER OF HARRISON CO SHERIFFS DEPT P O BOX 1480 GULFPORT MS 39502	GENERAL ACCOUNT  	

@156738@ 10842012781 0510 072 211

# MINUTE BOOK BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI OCTOBER 1998 TERM

P. O. BOX 998  
GULFPORT, MS 39502  
CIRCUIT COURT  
865-4147  
VOTER REGISTRATION  
& MARRIAGE LICENSE  
865-4005  
COUNTY COURT  
865-4010

*Gayle Parker*  
CLERK OF CIRCUIT AND COUNTY COURTS  
HARRISON COUNTY



P. O. BOX 235  
BILOXI, MS 39533  
PHONE  
435-8258

PLEASE REPLY TO  
GULFPORT

DATE: August 30, 1998

RE: Plaintiff: State

-VS- Case # 95-01065  
Defendant: Garrett  
McCaule

Enclosed please find a restitution check in the amount of \$ 100.00 that was paid into the Circuit/County Court in the above referenced case.

If you have any questions, or if I can be of further assistance to you, please do not hesitate to call.

Sincerely,

Gayle Parker  
Circuit Clerk, Harrison County

encl

<b>GAYLE PARKER</b> 12-97 CIRCUIT CLERK OF HARRISON COUNTY CRIMINAL CLEARING ACCOUNT P.O. BOX 998 GULFPORT, MS 39502-0998		161
PAY TO THE ORDER OF <u>Narcotic Task Force</u>		DATE <u>September 15 1998</u> \$ 100.00
HARRISON COUNTY		DOLLARS
THE PEOPLES BANK <small>Member FDIC</small> Here PEOPLE count first BILOXI, MS 39533-0529		
FOR <u>Garrett McCaule</u>		<u>Gayle Parker</u>
#95 01065 ⑈001615⑈ ⑆065500752⑆ 151 462 9⑈		



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **DAVID V. LAROSA, SR.** seconded the motion to adopt the above and foregoing order, whereupon the president put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>DAVID V. LAROSA, SR.</b> voted	AYE
Supervisor <b>ROBIN ALFRED MIDCALF</b> voted	AYE
Supervisor <b>C.T. SWITZER, JR.</b> voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President declared the motion carried and the order adopted.

THIS, the 5th day of October 1998.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following  
 Order:

**ORDER ADJUDICATING CANCELLATION OF THE AUCTION**  
**SCHEDULED FOR OCTOBER 3, 1998**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
 MISSISSIPPI, that the Board does HEREBY ADJUDICATE cancellation of the  
 auction scheduled for October 3, 1998.

Supervisor **DAVID V. LAROSA, SR.** seconded the motion to adopt the  
 above and foregoing order, whereupon the president put the question to a  
 vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C.T. SWITZER, JR. voted	AYE

The motion having received the affirmative vote from the majority of  
 the Supervisors present, the President declared the motion carried and the  
 order adopted.

THIS, the 5th day of October 1998.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER SETTING OCTOBER 12, 1998 AT 10:00 A.M. IN THE SECOND JUDICIAL DISTRICT COURTHOUSE AS THE TIME AND LOCATION TO HOLD A PUBLIC HEARING FOR THE LLEBG GRANT IN THE AMOUNT OF \$55,506.00**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY SET October 12, 1998 at 10:00 a.m. in the Second Judicial District Courthouse as the time and location to hold a public hearing for the LLEBG Grant in the amount of \$55,506.00.

Supervisor **DAVID V. LAROSA, SR.** seconded the motion to adopt the above and foregoing order, whereupon the president put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C.T. SWITZER, JR. voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President declared the motion carried and the order adopted.

THIS, the 5th day of October 1998.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **DAVID V. LAROSA, SR.** moved adoption of the following  
Order:

**ORDER AUTHORIZING THE PURCHASE AND INSTALLATION OF  
ONE (1) UNIMAC, MODEL DTB120FG, MICROPROCESSOR  
CONTROL NATURAL GAS TUMBLER, FOR THE HARRISON COUNTY  
ADULT DETENTION CENTER FROM COMMERCIAL & COIN  
LAUNDRY EQUIPMENT CO., INC. IN THE AMOUNT OF \$5,628.00,  
PAYABLE FROM THE JAIL AUTHORITY FUNDS**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY AUTHORIZE the purchase and  
installation of one (1) UNIMAC, Model DTB120FG, microprocessor control  
natural gas tumbler, for the Harrison County Adult detention center from  
Commercial & Coin Laundry Equipment Co., Inc. in the amount of \$5,628.00,  
payable from the Jail Authority funds.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the  
above and foregoing order, whereupon the president put the question to a  
vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>DAVID V. LAROSA, SR.</b> voted	AYE
Supervisor <b>ROBIN ALFRED MIDCALF</b> voted	AYE
Supervisor <b>C.T. SWITZER, JR.</b> voted	AYE

The motion having received the affirmative vote from the majority of  
the Supervisors present, the President declared the motion carried and the  
order adopted.

THIS, the 5th day of October 1998.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER AUTHORIZING THE EMPLOYMENT OF DUKES, DUKES, KEATING & FANCA TO REPRESENT THE SHERIFF IN THE MATTER OF THE ESTATE OF BRETT LACOSTE VS. HARRISON COUNTY SHERIFF'S DEPARTMENT'S DEPUTY CHAD SABLICH**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE the employment of Dukes, Dukes, Keating & Fanca to represent the Sheriff in the matter of the Estate of Brett Lacoste vs. Harrison County Sheriff's Department's Deputy Chad Sablich.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the president put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>DAVID V. LAROSA, SR.</b> voted	AYE
Supervisor <b>ROBIN ALFRED MIDCALF</b> voted	AYE
Supervisor <b>C.T. SWITZER, JR.</b> voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President declared the motion carried and the order adopted.

THIS, the 5th day of October 1998.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

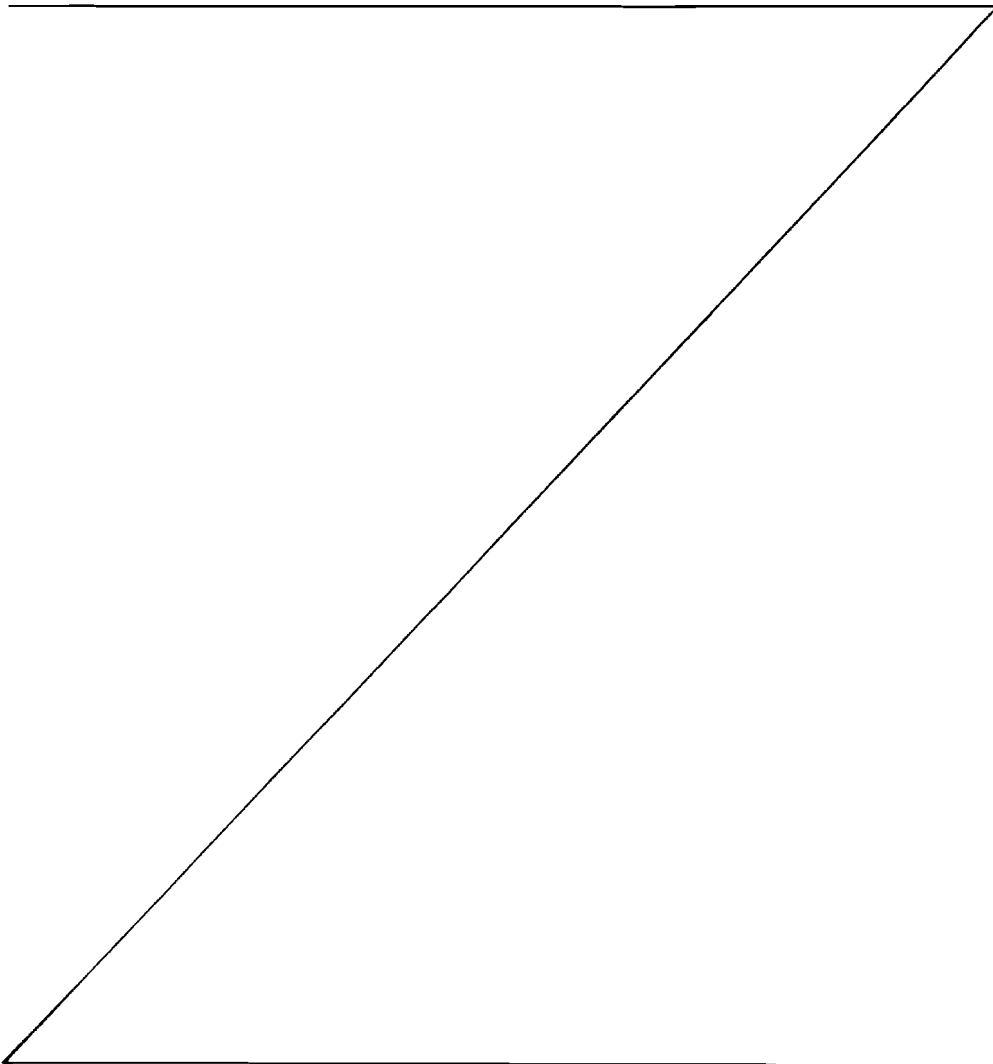
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Supervisor **C.T. SWITZER, JR.** moved adoption of the following Order:

**ORDER AUTHORIZING THE SHERIFF AND THE BOARD PRESIDENT  
TO EXECUTE THE COPS UNIVERSAL HIRING SUPPLEMENTAL  
AWARD FOR THE US DEPARTMENT OF JUSTICE GRANT  
#95CFWX4040, SUBJECT TO THE MATCHING FUND BEING  
BUDGETED IN THE SHERIFF'S ALLOCATED 1998-1999 BUDGET**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY AUTHORIZE the Sheriff and the Board  
President to execute the COPS Universal Hiring Supplemental Award for the  
US Department of Justice Grant #95CFWX4040, subject to the matching fund  
being budgeted in the Sheriff's allocated 1998-1999 budget, in accordance  
with the following:

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**



U. S. Department of Justice  
Office of Community Oriented Policing Services  
**COPS Universal Hiring Supplemental Award**

**Application Organization's Name:** Harrison County Sheriff's Department  
**Grant #:** 95CFWX4050  
**ORI #:** MS02400  
**Vendor #:** 646000425

**Law Enforcement Executive Name:** Sheriff Joe Price  
**Address:** 1801 23rd Avenue  
P.O. Box 1480  
**City, State, Zip Code:** Gulfport, MS 39502  
**Telephone:** (228) 865-7092  
**Fax:** (228) 865-7071

**Government Executive Name:** President Larry Benefield  
**Address:** 1801 23rd Avenue  
**City, State, Zip Code:** Gulfport, MS 39502  
**Telephone:** (228) 865-4000  
**Fax:** (228) 865-4206

**Award Start Date:** March 1, 1995

**Previous Award End Date:** August 31, 1998

**Supplemental Award Start Date:** September 1, 1998

**Revised Award End Date:** August 31, 2001

**Previous Award Amount:** \$199,206

**Previous Number of Officers:** Full Time: 3  
Part Time: 0

**Supplemental Award Amount:** \$375,000

**Supplement to Number of Officers:** Full Time: 5  
Part Time: 0

**Total Award Amount:** \$574,206

**Total Number of Officers:** Full Time: 8  
Part Time: 0

  
\_\_\_\_\_  
Joseph E. Brann, Director

SEP 1 2 1998  
\_\_\_\_\_  
Date

By signing this award, the signatory officials are agreeing to abide by the Conditions of Grant Award found on the reverse side of this document:

\_\_\_\_\_  
Signature of Law Enforcement Executive with the authority to accept this grant award.

JOE PRICE, SHERIFF  
\_\_\_\_\_  
Typed Name and Title of Law Enforcement Executive.

10/02/98  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Government Executive with the authority to accept this grant award.

LARRY BENEFIELD  
\_\_\_\_\_  
Typed Name and Title of Government Executive.

10/02/98  
\_\_\_\_\_  
Date

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**



**U. S. Department of Justice**  
**Office of Community Oriented Policing Services (COPS)**  
 Grants Administration Division

1100 Vermont Avenue, NW  
 Washington, DC 20530

**Memorandum**

To: Joe Price, Sheriff  
 Harrison County Sheriff's Department  
 From: Robert A. Phillips, Assistant Director, Grants Administration  
 Re: Approved Budget

*Phillips* 9/21/98

A financial analysis of budgeted costs has been completed. Costs under this supplemental award appear reasonable, allowable, and consistent with existing guidelines.

ORI: MS02400 Grant #: 95CFWX4050

**Year 1 - Costs Per Full-Time Officer:**

	Approved	Changes Breakdown	Change Reason
Annual Salary:	\$22,924	\$0	
Fringe Benefits:	\$11,730	\$0	
FICA/Social Security:	\$1,754	\$0	7.65% of the base salary
Health Insurance:	\$2,817	\$0	
Life Insurance:	\$159	\$0	
Vacation:	\$1,587	\$0	
Sick Leave:	\$1,058	\$0	
Retirement:	\$2,335	\$0	
Worker's Comp:	\$1,880	\$0	
Unemployment:	\$140	\$0	
Other 1:	\$0	\$0	
Other 2:	\$0	\$0	
Other 3:	\$0	\$0	

Total Salary and Fringe Benefits: \$34,654 \$0

**Full-Time Officer Costs:**

Total Changes: \$0

**Project Costs Per Officer:**

**Total Officers:**  
 September 17, 1998 S-1 5

**Total Project Costs:**

Salaries and Fringe Benefits: \$106,904.00  
 Federal Share: \$75,000.00  
 Applicant Share: \$31,904.00

Salaries and Fringe Benefits \$534,520.00  
 Federal Share: \$375,000.00  
 Applicant Share: \$159,520.00





**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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U.S. Department of Justice

*Office of Community Oriented Policing Services (COPS)*

*Office of the Director  
 Washington, D.C. 20530*

Dear Current UHP Grantee:

I have enclosed for your review the new Grant Owner's Manual for agencies that participate in our Universal Hiring Program.

The manual updates the version that you received previously and contains all requirements and guidelines that govern your Universal Hiring grant. Please take the time to familiarize yourself with these requirements to ensure proper compliance with the original terms of the grant. Also attached is a fact sheet with questions and answers to provide more information on monitoring issues.

The responsibility to monitor grantee progress and compliance with the terms of COPS grants is one of our highest priorities. As the COPS Office nears the end of its third year in business, these efforts will intensify even further. Specifically, we will review the implementation status of your:

- Plan to retain COPS-funded officers following the end of your grant
- Community policing plan, submitted in your original grant application

To gather this information, we will employ a number of approaches including:

- Site visits by COPS Office monitoring staff
- Audits by the Office of Inspector General from the U.S. Department of Justice
- Financial monitoring by the Office of the Comptroller
- Review of grantee-submitted progress reports
- Periodic phone calls to grantees

We promise to do everything that we can to limit the impact that our monitoring efforts may have on your day-to-day operations. As you know, COPS believes very strongly in the principle of local solutions to local problems. We remain committed to leaving the implementation of your grant and community policing in your hands. We will continue to balance this philosophy with our responsibility to ensure that all Federal requirements are met.

If you have any questions about this information, feel free to contact us at 1-800-421-6770. We look forward to working with you in your efforts to achieve the goals and objectives related to your grant.

Sincerely,

*Joe Brann*  
 Joseph E. Brann  
 Director, COPS Office

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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U.S. Department of Justice  
Office of Justice Programs  
Office for Civil Rights

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Washington, DC 20531

SEP 25 1998

Dear Grant Recipient:

Congratulations on your recent award. Because you have submitted Certified Assurances that your agency is in compliance with applicable civil rights laws, this office has determined that you have met this requirement in the Department of Justice regulations governing recipients of Federal financial assistance (see 28 C.F.R. § 42.204, Applicants' Obligations). As Director of the Office for Civil Rights (OCR), Office of Justice Programs, I would like to offer you my assistance in completing the conditions of these Assurances, specifically Nos. 8, 8A, and 8B, as the grant goes forward.

As you know, equal opportunity for the participation of women and minority individuals in employment and services provided under programs and activities receiving Federal financial assistance is required by law. Therefore, if there has been a federal or state court or administrative agency finding of discrimination against your agency, please forward a copy of such order or consent decree, as required by Assurance No. 8A, to OCR at the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street, N.W., Room 5107, Washington, D.C. 20531.

**Additional Instructions For Grantees Receiving \$500,000 Or More:**

1. In accordance with Assurance No. 8B each grantee that receives \$500,000 or more (or \$1,000,000 in an 18-month period), and has 50 or more employees, must submit an Equal Employment Opportunity Plan (EEOP) within 60 days from the date of this letter to OCR at the above address.<sup>1</sup>
2. Alternatively, the grantee may choose to complete an EEOP Short Form, in lieu of sending its own comprehensive EEOP, and return it to OCR within 60 days of the date of this letter. This easy-to-follow EEOP Short Form reduces paperwork and preparation time considerably and will ensure a quicker OCR review and approval. The enclosed Seven-Step Guide to the Design and Development of an EEOP (which includes an EEOP Short Form) will assist you in completing this requirement.
3. Please be reminded that the above requirements apply to primary grantees and to each of their subgrantees or contractors that meet the criteria outlined in this letter. Therefore, all primary grantees should apprise subgrantees of these responsibilities and those meeting the criteria should send their EEOPs or EEOP Short Forms directly to the Office for Civil Rights within 60 days of the date of their award.

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<sup>1</sup>If you have already submitted an EEOP as part of another award from the Office of Justice Programs (OJP) or the Office of Community Oriented Policing Services (COPS) within this grant period, or if you have certified that no EEOP is required, it is not necessary for you to submit another at this time. Simply send a copy of the letter you received from OCR showing that your EEOP or certification is acceptable.

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

NOTE: If agency has under 50 employees, regardless of amount of award, no EEOP is required; however, grantee must return applicable portion of Certification Form to OCR within 60 days.

PURSUANT TO THE SPECIAL CONDITION REGARDING EEOPs GOVERNING THIS AWARD, RECIPIENT ACKNOWLEDGES THAT FAILURE TO SUBMIT AN ACCEPTABLE EEOP IS A VIOLATION OF ITS CERTIFIED ASSURANCES AND MAY RESULT IN SUSPENSION OF DRAWDOWN OF FUNDS UNTIL EEOP HAS BEEN APPROVED BY THE OFFICE FOR CIVIL RIGHTS.

Additional Instructions For Grantees Receiving \$25,000 Or More, But Under \$500,000:

4. Pursuant to Department of Justice regulations, each grantee that receives \$25,000 or more and has 50 or more employees is required to maintain an Equal Employment Opportunity Plan (EEOP) on file for review by OCR upon request. (However, if the grantee is awarded \$1,000,000 in an eighteen (18) month period, it must submit an acceptable EEOP to OCR.) Please complete the applicable section of the attached Certification Form and return it to OCR within 60 days of the date of this letter.

NOTE: If agency has under 50 employees, regardless of amount of award, no EEOP is required; however, grantee must return applicable portion of Certification Form to OCR within 60 days.

Additional Instructions For Grantees Receiving Under \$25,000:

5. A recipient of under \$25,000 is not required to maintain or submit an Equal Employment Opportunity Plan (EEOP) in accordance with Assurance No. 8B. No Certification is required.

Instructions for All Grantees:

6. In addition, all recipients, regardless of their type, the monetary amount awarded, or the number of employees in their workforce, are subject to the prohibitions against discrimination in any funded program or activity. Therefore, OCR investigates complaints by individuals or groups alleging discrimination by a recipient of OJP funding; and may require all recipients, through selected compliance reviews, to submit data to ensure their services are delivered in an equitable manner to all segments of the service population and their employment practices<sup>1</sup> are in compliance with equal employment opportunity requirements.

If you have any questions, please call OCR at (202) 307-0690. Additional information and technical assistance on the civil rights obligations of grantees can be found at: <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Inez Alfonzo-Lasso  
 Director, Office for Civil Rights

<sup>1</sup> The employment practices of certain Indian Tribes are not covered by Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e.

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

**Revised Budget Summary - Important Notice**

*During the review of your COPS Universal Hiring Program budget information, the Office of the Comptroller, Office of Justice Programs or the COPS Office amended the budget information submitted with your application. These adjustments affect your budget summary. The COPS Office modified your budget summary to reflect these changes and to meet legislative requirements.*

*Please examine the Revised Budget Summary below. COPS Office staff have changed the Federal share, the local share or both shares. If you have any questions, please contact your grant advisor at the COPS Office. Thank you for your attention to this matter.*

<b>ORI:</b> MS02400	<b>Organization:</b> Harrison County Sheriff's Department
The total three year cost for salaries and benefits per full time officer	<b>06,904.00</b>
The total amount of federal funds per full time officer requested is:	<b>75,000.00</b>
The total three year cost for salaries and benefits per part time officer	<b>\$0.00</b>
The total amount of federal funds per part time officer requested is:	<b>\$0.00</b>

For COPS grants, the Federal share of total salaries and benefits must decrease each year leading to full local funding by the fourth year of officers' employment. At the same time your local share must increase each year. Furthermore, Federal funds per officer cannot exceed 75% of three years salary and benefits, or \$75,000, whichever is less. We have prepared the following table for your review. If these amounts do not meet your needs, please provide revised figures in the blank table below. Thank you.

<i>Full Time</i>	Year 1:	Year 2:	Year 3:	Totals:
Federal Share (must decrease):	\$30,000	\$26,000	\$19,000	\$75,000.00
Local Share (must increase):	\$4,654	\$10,124	\$17,126	\$31,904.00
<b>Total Salaries/Benefits:</b>	<b>\$34,654.00</b>	<b>\$36,124.00</b>	<b>\$36,126.00</b>	<b>\$106,904.00</b>
Federal Share (must decrease):	_____	_____	_____	_____
Local Share (must increase):	_____	_____	_____	_____
Total Salaries/Benefits:	_____	_____	_____	_____
<i>Part Time</i>				
Federal Share (must decrease):	\$0	\$0	\$0	\$0.00
Local Share (must increase):	\$0	\$0	\$0	\$0.00
<b>Total Salaries/Benefits:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Federal Share (must decrease):	_____	_____	_____	_____
Local Share (must increase):	_____	_____	_____	_____
Total Salaries/Benefits:	_____	_____	_____	_____

I, undersigned, agree to adhere to the financial commitments outlined above.

Name (typed) of Authorized Official: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the president put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>DAVID V. LAROSA, SR.</b> voted	AYE
Supervisor <b>ROBIN ALFRED MIDCALF</b> voted	AYE
Supervisor <b>C.T. SWITZER, JR.</b> voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President declared the motion carried and the order adopted.

THIS, the 5th day of October 1998.

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

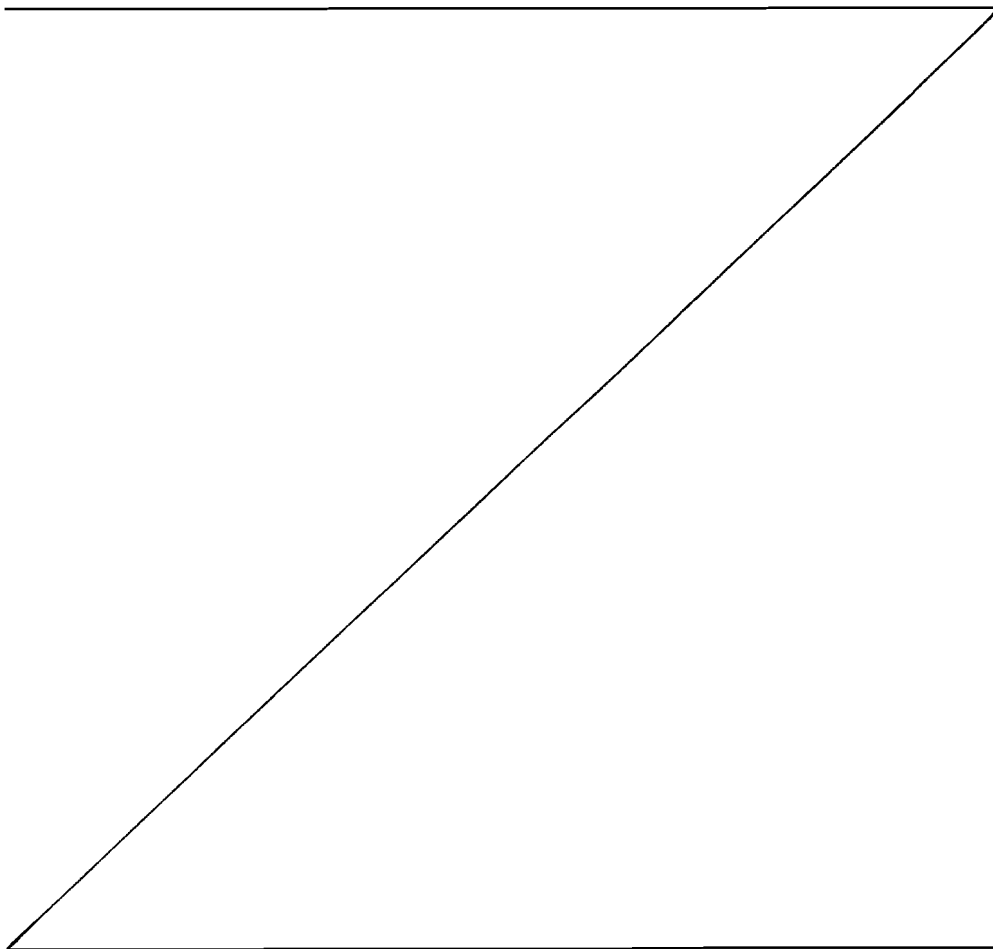
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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following Order:

**ORDER SPREADING UPON THE MINUTES OF THE BOARD  
RESOLUTION N. 757 OF THE CITY OF D'IBERVILLE ADOPTED  
SEPTEMBER 15, 1998, AUTHORIZING THE CITY TO REPAY  
HARRISON COUNTY FOR PAST DUE CHARGES FOR THE WATER &  
SEWER DISTRICT, AND FINDING THAT PARTIAL PAYMENT IN THE  
AMOUNT OF \$321,000.00 HAS BEEN RECEIVED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY SPREAD UPON THE MINUTES of the  
Board Resolution N. 757 of the City of D'Iberville adopted September 15, 1998,  
authorizing the city to repay Harrison County for past due charges for the  
Water & Sewer District, said Resolution being in the following form, words  
and figures, to-wit:

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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RESOLUTION NO. 757

**RESOLUTION OF MAYOR AND COUNCIL OF CITY OF D'IBERVILLE  
AUTHORIZING PAYMENT TO HARRISON COUNTY**

WHEREAS, the Water/Sewer District has past due charges owed to Harrison County, and;

WHEREAS, since the City has assumed the Water and Sewer District, the City is responsible for all liability incurred by Water and Sewer District, and;

WHEREAS, the City entered into an agreement with Harrison County for payment, and;

WHEREAS, payment would be in two annual payments with the first payment in this fiscal year.

WHEREAS, the Water and Sewer bonds have been refinanced with a lower interest, and;

WHEREAS, the City will be receiving these funds before September 30<sup>th</sup>.

NOW, THEREFORE BE IT RESOLVED by Mayor and City Council of the City of D'Iberville that:

3. Authorization is hereby given for approval of payment to Harrison County for past due charges on Water and Sewer District to be paid before September 30, 1998.
4. Authorization is hereby given for payment in fiscal year ending September 30, 1999.



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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

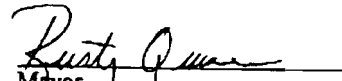
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The foregoing resolution having first been reduced to writing was read by the Clerk and the motion was made by Diaz, seconded by Herrlich to accept and upon call for a vote the following was recorded:

AYES:	Quave	Diaz	NAYS:	None
	Herrlich	Harder		
	Bellman	Freeman		

The Mayor declared the Motion carried and the resolution adopted this the 15th day of September, 1998.

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Mayor

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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IT IS FURTHER ORDERED that the Board does HEREBY FIND that a partial payment in the amount of \$321,000.00 has been received from the City of D'Iberville.

Supervisor **ROBIN ALFRED MIDCALF** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*

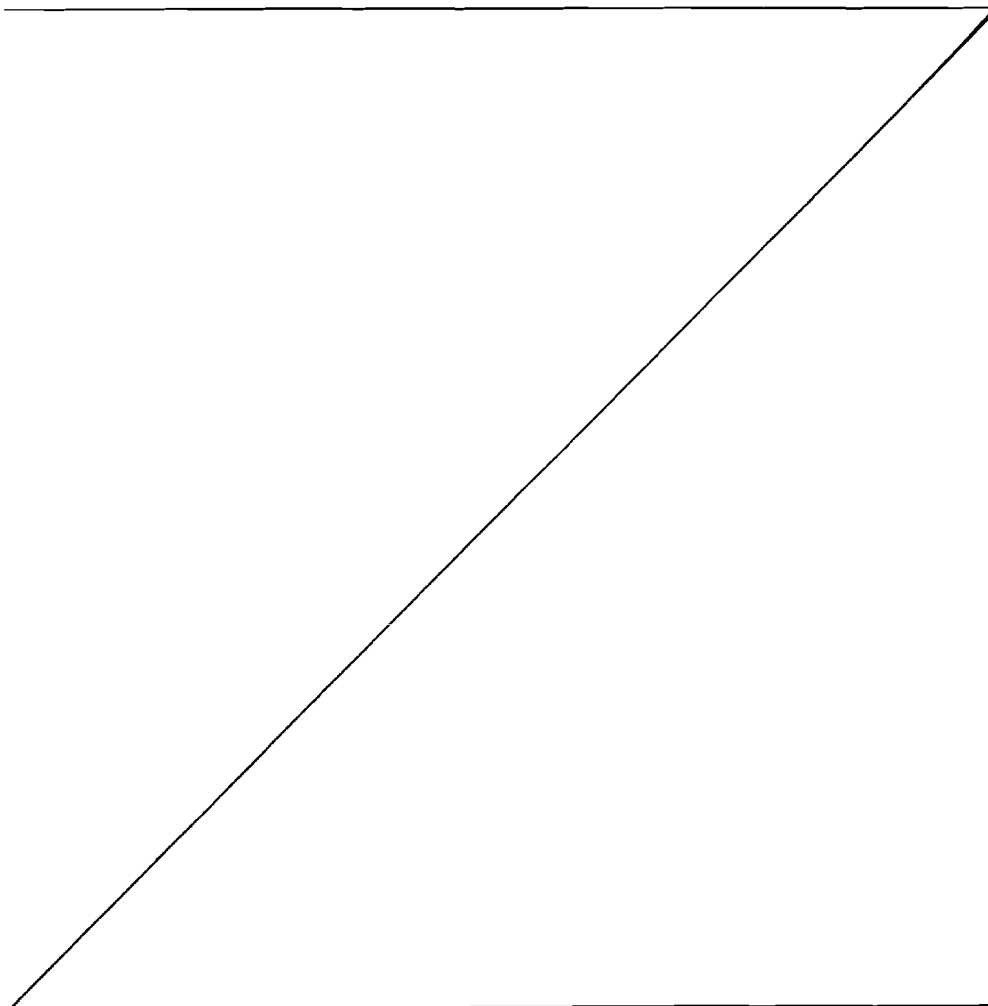
**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **DAVID V. LAROSA, SR.** moved adoption of the following  
Order:

**ORDER ACKNOWLEDGING RECEIPT OF THE PERMIT FROM THE  
MISSISSIPPI DEPARTMENT OF MARINE RESOURCES AUTHORIZING  
REPAIRS TO THE BULKHEAD AT MALLINI BAYOU COUNTY PARK,  
AND AUTHORIZING ADVERTISEMENT FOR BIDS, IN  
CONFORMANCE WITH THE PROJECT MANUAL**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of the permit  
from the Mississippi Department of Marine Resources authorizing repairs to  
the bulkhead at Mallini Bayou County Park, said permit being as follows, to-  
wit:



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS

520 33RD STREET, GULFPORT, MS. 39507  
P.O. BOX 1677, GULFPORT, MS 39502

TEL (228) 863-0667  
FAX (228) 863-5232

A. Garner Russell, P.E., President  
John Campton, P.E., Sec./Treas.  
Douglas Rackley, P.E.  
Scott Burge, P.E.

September 21, 1998

The Honorable David LaRosa  
Harrison County Board of Supervisors  
P. O. Drawer CC  
Gulfport, MS 39502

**Re: Repairs to Bulkhead - Mallini Bayou County Park**

Dear Mr. Larosa:

We have just recieved the approved permit from the Mississippi Department of Marine Resources, authorizing the referenced project. We enclose a copy of the permit.

We now recommend that a bid date be set to receive bids for the contract, in conformance with the plans and project manual which we previously sent you. We suggest the following schedule, subject to your concurrence:

Authorize Advertisement:	Oct 5, 1998
Run 1st Advertisement:	Oct 9, 1998
Run 2nd Advertisement:	Oct 16, 1998
Receive Bids:	Nov 9, 1998

Please let us know when bids are to be received, and we will handle the solicitation of bids.

Sincerely,

  
John Campton, P.E.

JC:lt:1537  
enclosure

D:\DOCS\1537\DAV0921.SAM

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**



**PERMITTEE COPY**

**MISSISSIPPI**  
**DEPARTMENT OF MARINE RESOURCES**

**Mississippi Regional Permit Program**

Certification Number: DMR-M 99096-X

Date: September 3, 1998

Name and Address: Harrison County Board of Supervisors  
P. O. Drawer CC  
Gulfport, MS 39502

Project Description: Bulkhead

Location: Mallini Bayou/Bay of St. Louis at East end of Sandy Hook Drive,  
Pass Christian, Harrison County, Mississippi

This serves as certification that subject activity has been reviewed by the Department of Marine Resources (DMR), and is found to be in compliance with Section 49-27-7 Mississippi Coastal Wetlands Protection Law as amended and United States Army Corps of Engineers, Mobile District, Mississippi General Permit MSG0295-MSG2795.

The applicant by acceptance of this certification agrees to abide by specific conditions as listed below in addition to conditions as found in the enclosed Mississippi General Permit, Joint Public Notice Nos. MSG0295-MSG2795 and MDG1395:

1. A bulkhead approximately 228' in length shall be constructed at or above mean high water and as shown on the attached diagram;
2. A bulkhead approximately 70' in length shall undergo normal maintenance and repair as shown on the attached diagram; and
3. No creosote material shall be used in construction.

No construction debris or unauthorized fill material shall be allowed to enter the coastal wetlands or waters.

Issuance of this certification by DMR and acceptance by the applicant does not release the applicant from other legal requirements including but not limited to other applicable federal, state or local laws, ordinances, zoning codes or other regulations.

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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This certification conveys no title to land and water, does not constitute authority for reclamation of coastal wetlands and does not authorize invasion of private property or rights in property. Work authorized by this certification must be completed within three years of the date of this authorization.

This certification shall become effective upon acceptance by the applicant and receipt of the executed copy by the Executive Director.

*E. G. Woods*  
FOR  
E. G. Woods  
Executive Director

Accepted this the 15<sup>th</sup> day of Sept., A.D., 19 98.

BY: *Larry Penfield*  
Applicant

EGW/bcm

Attachment

pc: Ronald Krizman, COE  
Robert Seyfarth, OPC

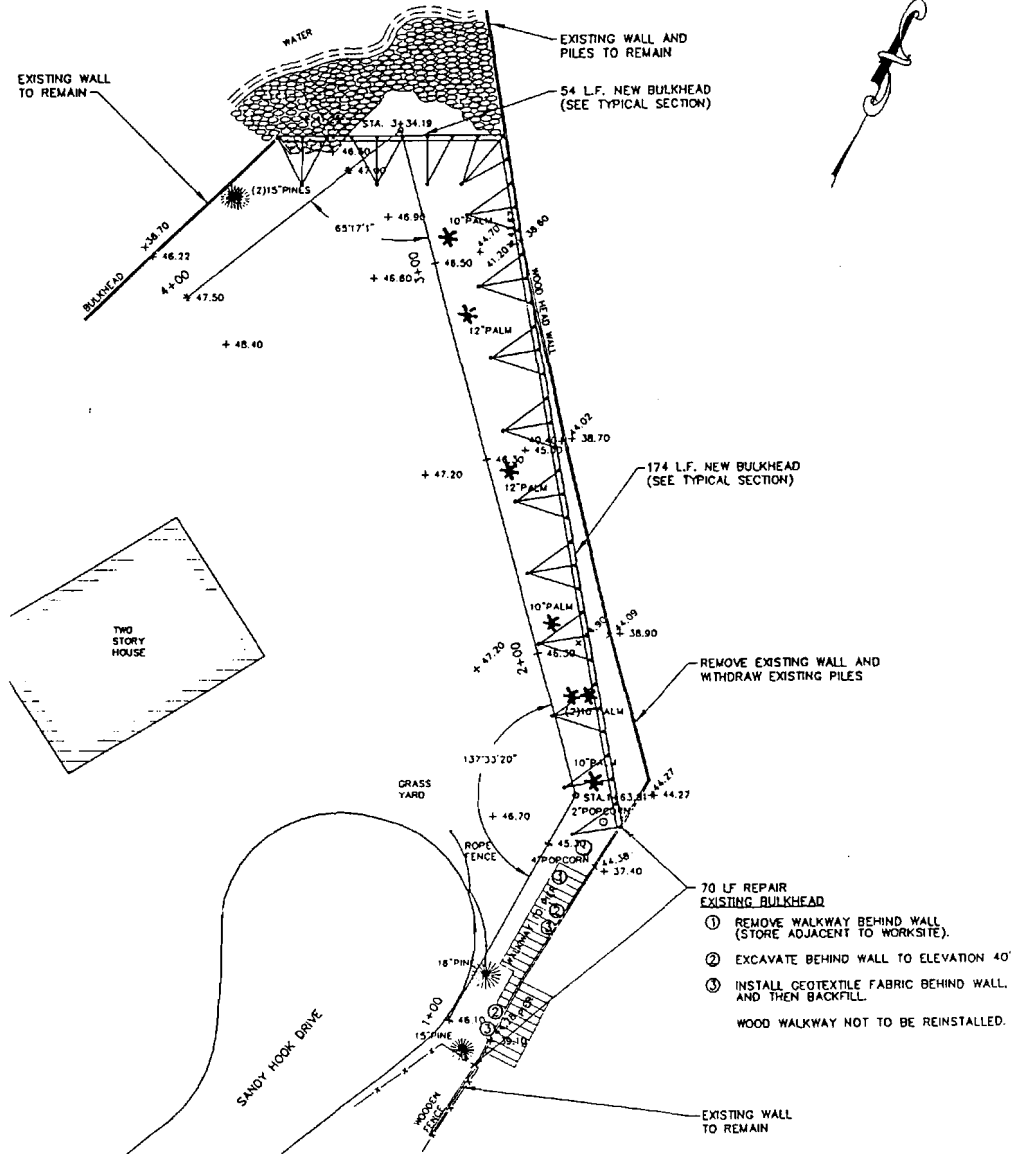
# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

DESCRIPTION  
NW CORNER OF CONC. SLAB  
HOUSE #717 SANDY HOOK  
DRIVE (WEST SIDE OF  
COLUMN)

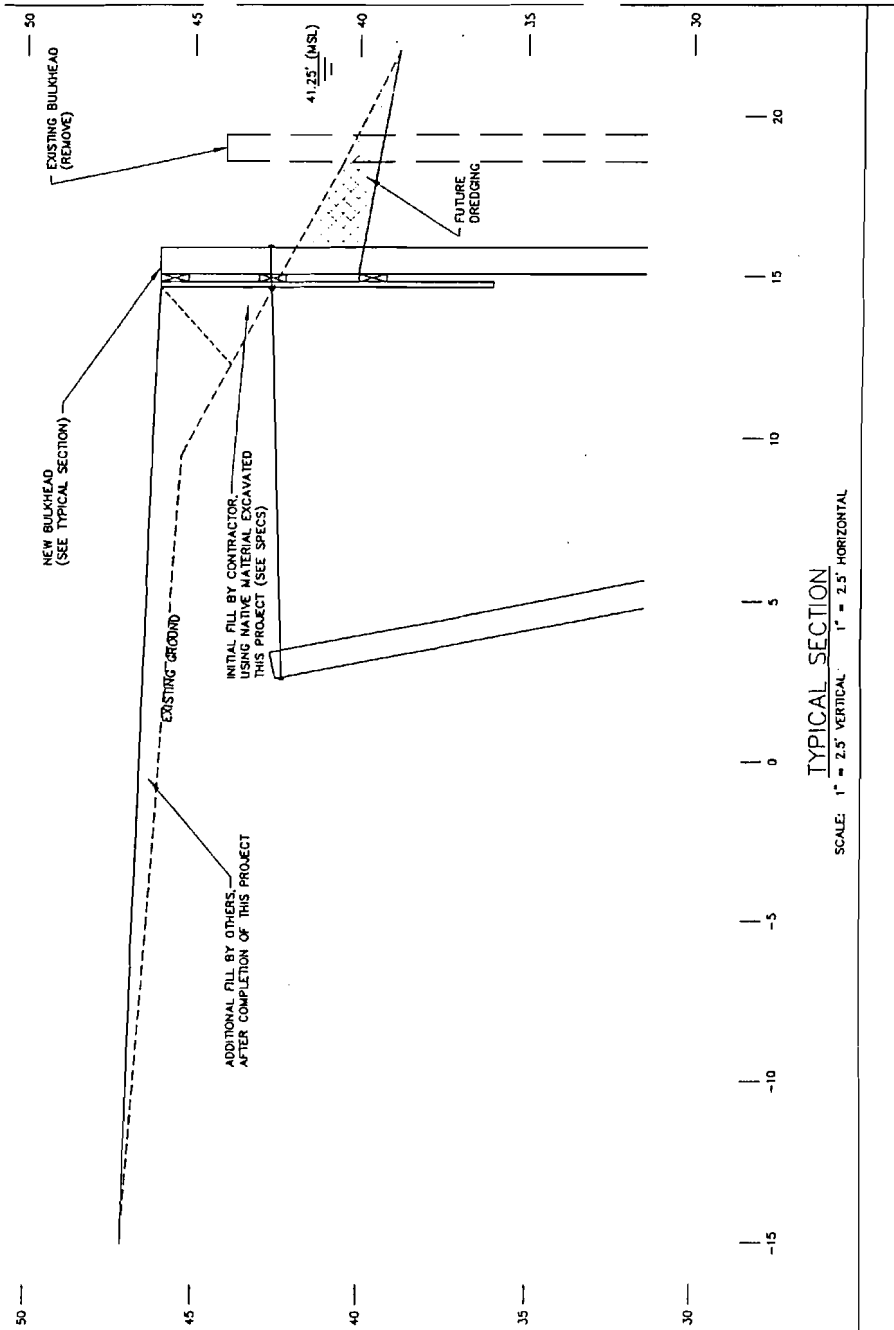
ELEVATIONS SHOWN ARE REFERENCED  
TO ASSUMED BENCHMARK.



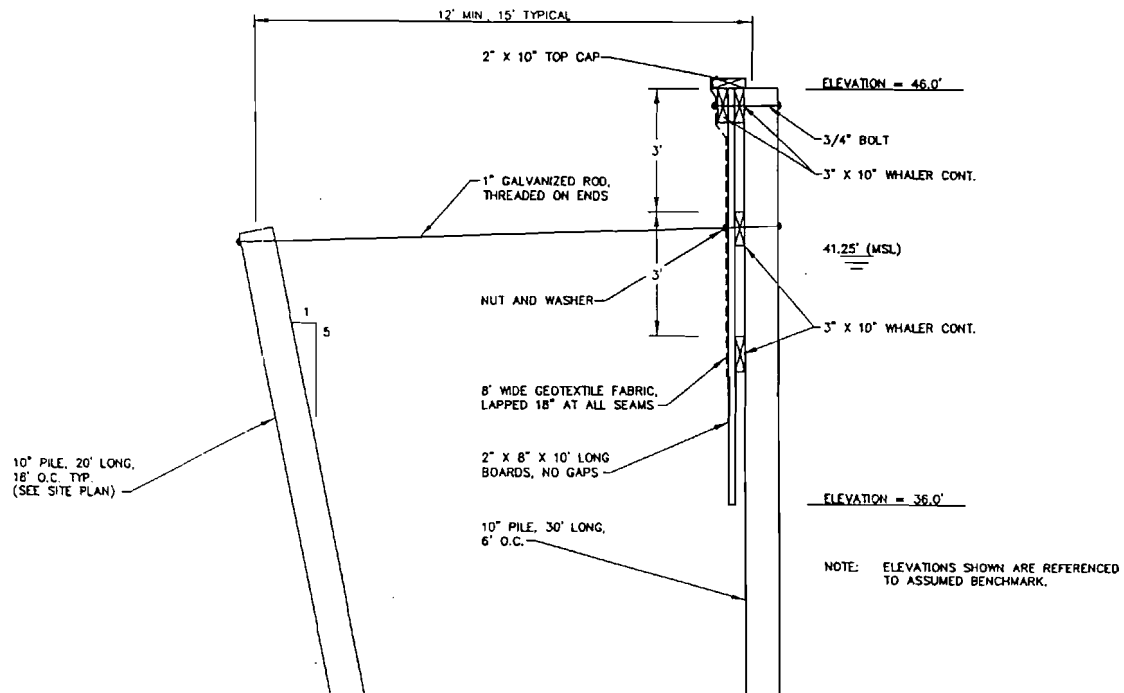
# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM







TYPICAL SECTION — BULKHEAD

SCALE: 1" = 2'

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

**MISSISSIPPI**

Department of Marine Resources



**NOTICE OF COMPLIANCE**

**DMR** -M 99096-X

**DATE:** September 3, 1998

**THIS NOTICE ACKNOWLEDGES THAT:**

Harrison County Board of Supervisors  
P.O. Drawer CC  
Gulfport, MS 39502

**HAS, THROUGH APPLICATION TO THIS DEPARTMENT, DULY COMPLIED WITH THE MISSISSIPPI COASTAL WETLANDS PROTECTION LAW TO:**

Construct a Bulkhead on Mallini Bayou/Bay of St. Louis at East end of Sandy Hook Drive, Pass Christian, Harrison County, Mississippi.

**FURTHERMORE, THIS PROJECT AS PROPOSED HAS BEEN FOUND TO BE CONSISTENT WITH ALL GUIDELINES FOR CONDUCT OF REGULATED ACTIVITIES IN COASTAL WETLANDS AS SET FORTH IN THE MISSISSIPPI COASTAL PROGRAM.**

Handwritten signature of W.F. Day in black ink.

**EXECUTIVE DIRECTOR**

**POST THIS NOTICE CONSPICUOUSLY AT SITE OF WORK.**

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

10/05/98

13:04

2288962362

THE SUN HERALD

001

**PROOF OF PUBLICATION**

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Before me, the undersigned Notary Public of Harrison County, Mississippi, personally appeared [Signature] who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald

, a newspaper published in the city of Greenville in Harrison County, Mississippi, and that publication of the notice, a copy of which is hereto attached, has been made in said paper 2 times in the following numbers and on the following dates of such paper, viz:

- 20 Paper Vol. 114 No. 331 dated 27 day of Aug, 1998
- 20 Paper Vol. 114 No. 338 dated 3 day of SEP, 1998
- \_\_\_\_\_ Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_
- \_\_\_\_\_ Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_
- \_\_\_\_\_ Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_
- \_\_\_\_\_ Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_
- \_\_\_\_\_ Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

[Signature]  
Clerk

Sworn to and subscribed before me this 9 day of September, A.D., 1998.

**VERA ELAINE MILLS**  
NOTARY PUBLIC  
State of Mississippi

[Signature]  
Notary Public

My Commission Expires on \_\_\_\_\_

Printer's Fee .....	\$	<u>295.90</u>
Furnishing proof of publication .....	\$	<u>3.00</u>
TOTAL .....	\$	<u>298.90</u>

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

13:04 2286862362

THE SUN HERALD

002

#### DIVISION OF STATE AID ROAD CONSTRUCTION MISSISSIPPI STATE HIGHWAY DEPARTMENT BOARD OF SUPERVISORS OF HARRISON COUNTY SECTION 800

**NOTICE TO CONTRACTORS**  
Sealed bids will be received by the Board of Supervisors of Harrison County at the First Judicial Courthouse at Gulfport, Mississippi, until 11:00 A.M., September 28, 1998, and shortly thereafter publicly opened, for the construction of a new four-lane roadway and access road between Highway 49 and Three Rivers Road north of Interstate 10 to serve proposed Crossroads Shopping Center. Included will be grading, drainage, paving, curb and gutter and two power-in-place bridges. Principal items of work are approximately as follows:

- Roadway Items
- 1.5 S. MOBILIZATION
- L.S. L.S. CLEARING AND GRUBBING
- 2.8 ACRE CLEARING AND GRUBBING
- 2,705.8 S.Y. REMOVAL OF PAVEMENT
- 82.0 L.F. REMOVAL OF PIPE (ALL SIZES)
- 870.0 L.F. REMOVAL OF CURB AND GUTTER
- 7,650.0 C.Y. UNCLASSIFIED EXCAVATION (FM)
- 24,086.0 C.Y. BORROW EXCAVATION (A-H) (CONTRACTOR FURNISH) (FM) (CLASS 5)
- 4,824.0 C.Y. CHANNEL EXCAVATION (FM)
- 2,480.1 C.Y. STRUCTURE EXCAVATION
- 6,017.7 TON PLANT MIX BITUMINOUS BASE COURSE DB-1
- 6,050.0 C.Y. GRANULAR MATERIAL (LVM) (CLASS 9, GROUP 9)
- 1,203.0 C.Y. GRANULAR MATERIAL (LVM) (CLASS 0, GROUP C)
- 187.6 TON HOT BITUMINOUS PAVEMENT LEVELING COURSE
- 4,354.6 TON HOT BITUMINOUS PAVEMENT BINDER COURSE
- 2,410.4 TON HOT BITUMINOUS PAVEMENT SURFACE COURSE
- 1,000.0 S.Y. COLD MILLING OF BITUMINOUS PAVEMENT (ALL DEPTHS)
- 105.09 C.Y. CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES
- 3,784.06 LB. REINFORCING STEEL
- 832.0 L.F. 15" REINFORCED CONCRETE PIPE, CLASS III
- 1,872.0 L.F. 18" REINFORCED CONCRETE PIPE, CLASS III
- 382.0 L.F. 24" REINFORCED CONCRETE PIPE, CLASS III
- 439.0 L.F. 30" REINFORCED CONCRETE PIPE, CLASS III
- 76.0 L.F. 36" REINFORCED CONCRETE PIPE, CLASS III
- 12.0 L.F. 42" REINFORCED CONCRETE PIPE, CLASS III
- 8.0 L.F. 48" REINFORCED CONCRETE PIPE, CLASS III
- 72.0 L.F. 54" REINFORCED CONCRETE PIPE, CLASS III
- 12.0 L.F. 60" REINFORCED

- 2.0 EA. 15" REINFORCED CONCRETE END SECTION
- 4.0 EA. 18" REINFORCED CONCRETE END SECTION
- 1.0 EA. 24" REINFORCED CONCRETE END SECTION
- 2.0 EA. 30" REINFORCED CONCRETE END SECTION
- 1.0 EA. 42" REINFORCED CONCRETE END SECTION
- 1.0 EA. 48" REINFORCED CONCRETE END SECTION
- 152.0 L.F. 36" X 24" CONCRETE ARCH PIPE, CLASS III
- 378.0 L.F. 36" X 30" CONCRETE ARCH PIPE, CLASS III
- 1.0 EA. 36" X 33" CONCRETE ARCH PIPE, CLASS III
- 1.0 EA. 36" X 36" CONCRETE ARCH PIPE, CLASS III
- 30,374.0 LB. CASTINGS
- 800.0 LB. GRATINGS
- 1,971.9 S.Y. CONCRETE SIDEWALK
- 7,247.34 L.F. CONCRETE CURB, TYPE (HEADER MODIFIED)
- 8,334.25 L.F. COMBINATION CONCRETE CURB AND BUTTER (TYPE I) MODIFIED
- 827.58 L.F. COMBINATION CONCRETE CURB AND GUTTER (TYPE II)
- 1.0 UNIT ADJUSTMENT OF MANHOLES
- 123.9 S.Y. CONCRETE ISLAND PAVED
- 24.0 EA. RIGHT-OF-WAY MARKERS (TYPE II)
- 1,538.4 L.F. THERMOPLASTIC TRAFFIC STRIPE (SKIP WHITE) (60 MILS)
- 0.325 MI. 4" THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS WHITE) (60 MILS)
- 1,582.0 MI. 4" THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS WHITE) (60 MILS)
- 1,634.0 L.F. 4" THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW) (60 MILS)
- 1.19 MI. 4" THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW) (60 MILS)
- 4,026.0 L.F. 4" THERMOPLASTIC DETAIL TRAFFIC STRIPE (EQUIVALENT) (WHITE) (120 MILS)
- 3,072.0 L.F. 4" THERMOPLASTIC DETAIL TRAFFIC STRIPE (EQUIVALENT) (YELLOW) (120 MILS)
- 1,827.0 S.Y. THERMOPLASTIC LEGAL SIGN (WHITE) (120 MILS)
- 23.0 EA. RED-CLEAR REFLECTIVE RAISED MARKERS
- 22.0 EA. TWO WAY YELLOW REFLECTIVE RAISED MARKERS
- 4.0 EA. REFLECTORIZED TRAFFIC REGULATOR SIGN (ENCAPSULATED LENS)
- 8.0 EA. REFLECTORIZED TRAFFIC HAZARD SIGN (ENCAPSULATED LENS)
- L.S. L.S. MAINTENANCE OF TRAFFIC
- 0.0 S.F. ADDITIONAL CONSTRUCTION SIGNS
- L.S. L.S. MODIFICATION TO TRAFFIC SIGNAL SYSTEM @ HIGHWAY 49
- L.S. L.S. NEW TRAFFIC SIGNAL SYSTEM @ THREE RIVERS ROAD
- Erosion Control Items
- 10.0 TON AGRICULTURAL LIMES/DOL
- 5.0 TON COMMERCIAL FERTILIZER (13-13-13)
- 0.75 TON AMMONIUM NITRATE
- 5.0 ACRE SEEDING
- 11.0 TON VEGETATIVE MATERIALS FOR MULCH
- 7,402.6 S.Y. SOLID SODDING
- 12.0 EA. TREE PLANTING (4" DIA. LIVE OAK)
- 750.0 L.F. TEMPORARY SILT FENCE (TYPE II) (EOS 20-100)
- 205.0 TON LOOSE RIP-RAP
- 200.0 LB. S.Y. FILTER FABRIC (TYPE V) (EOS 70-100)
- 387.0 S.Y. FILTER FABRIC (TYPE V) (EOS 70-100)
- Items - Site A
- 2.0 EA. TEST PILES
- 0.0 EA. LOADING TESTS
- 8,910.0 L.F. 14" PRESTRESSED CONCRETE BEAM
- 0.0 L.F. 18" PRE-FORMED PILE MOLES
- 1,174.5 C.Y. CLASS "AA" BRIDGE CONCRETE
- 4,145.1 L.F. 40" PRESTRESSED CONCRETE BEAM
- 209,046.0 LBS. REINFORCEMENT
- 560.0 L.F. CONCRETE RAILING
- 878.0 TON LOOSE RIP-RAP, 30mm
- 1,871.0 S.Y. FILTER FABRIC (TYPE V) (EOS 70-100)

2,000.0 L.F. 14" PRESTRESSED CONCRETE PILING

0.0 L.F. 14" PRE-FORMED MOLES

375.8 C.Y. CLASS "AA" 6H CONCRETE

1,301.3 L.F. 40" PRESTRESSED CONCRETE BEAM

50,000.0 LBS. REINFORCING

400.0 L.F. CONCRETE RAIL

782.0 TON LOOSE RIP-RAP

1,666.0 S.Y. FILTER FABRIC (TYPE V) (EOS 70-100)

CONTRACT TIME: 180 WORKING DAYS

**BASIS OF AWARD:** The award made, will be made to the low qualified bidder of public quantities.

Plans and specifications are file in the office of the Chair Clerk of Harrison County, Post Box CC, Gulfport, Mississippi 38502, the County State Aid Engineer, A. Garner Russell & Associates, Inc., 520 3rd Street, Office Bldg 1877, Gulfport, Mississippi 38502.

Plans in the office of the State Aid Engineer's office at the address upon payment of \$50 deposit. Proposal packages are also be secured from the State Aid Engineer's office upon payment of \$25.00. Any work order of bidder, upon receiving plan set within ten (10) days of bid and in good condition will be returned for \$50.00 plan deposit. Bids must be submitted in proposal forms provided.

Each bid must be accompanied a Certified Check, or by a 6 Bond signed or counter-signed an Agency authorized to use such Bonds in the State of Mississippi. The Certified Check Bid Bond shall be in the amount not less than five (5) percent of amount of the Contract to bid and shall be made payable to HARRISON COUNTY BOARD OF SUPERVISORS and STATE OF MISSISSIPPI.

The name of the bidder, the number of the Bidder's Certificate of Responsibility, which Certificate is issued by the Mississippi State Board of Public Contractors shall be plainly written or notated on the outside of the sealed envelope containing each bid, and in addition thereon, the said envelope shall be plainly marked "Bid D Project No. DECD-0024(13)B" and opened September 28, 1998.

Bidders are hereby notified that any proposal accompanied by late bids qualifying in any manner the condition under which the proposal is tendered will be considered an irregular bid and such proposal will not be considered in making the award.

All bids must be on file with the Clerk of the Board on or prior to the hour and date first mentioned above. Bids sent through the mails should be addressed to the Board of Supervisors, care of the Chairman Clerk's Office, Post Office Box CC, Gulfport, Mississippi 38502. Bids may be delivered in person to the Clerk or his Deputy at either his Gulfport or Biloxi Office, but delivered not later than September 25, 1998; bids delivered on September 28, 1998, must be delivered to the Clerk's Office in the First Judicial District Courthouse, Gulfport, Mississippi.

The Board of Supervisors hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

The Board of Supervisors will meet at the time and in place first stated in this Notice and will then and thereupon, read aloud, consider and take action as the Board may determine on bids received in accordance with this Notice. The Board reserves the right to reject any and all bids and to waive informances.

By Order of the Board of Supervisors, adopted the 10th day of August, 1998.

John McKeague  
Clerk of the Board of Supervisors  
Harrison County, Mississippi  
(9EA)

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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IT IS FURTHER ORDERED that the Board does HEREBY AUTHORIZE advertisement for bids, in conformance with the project manual.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*

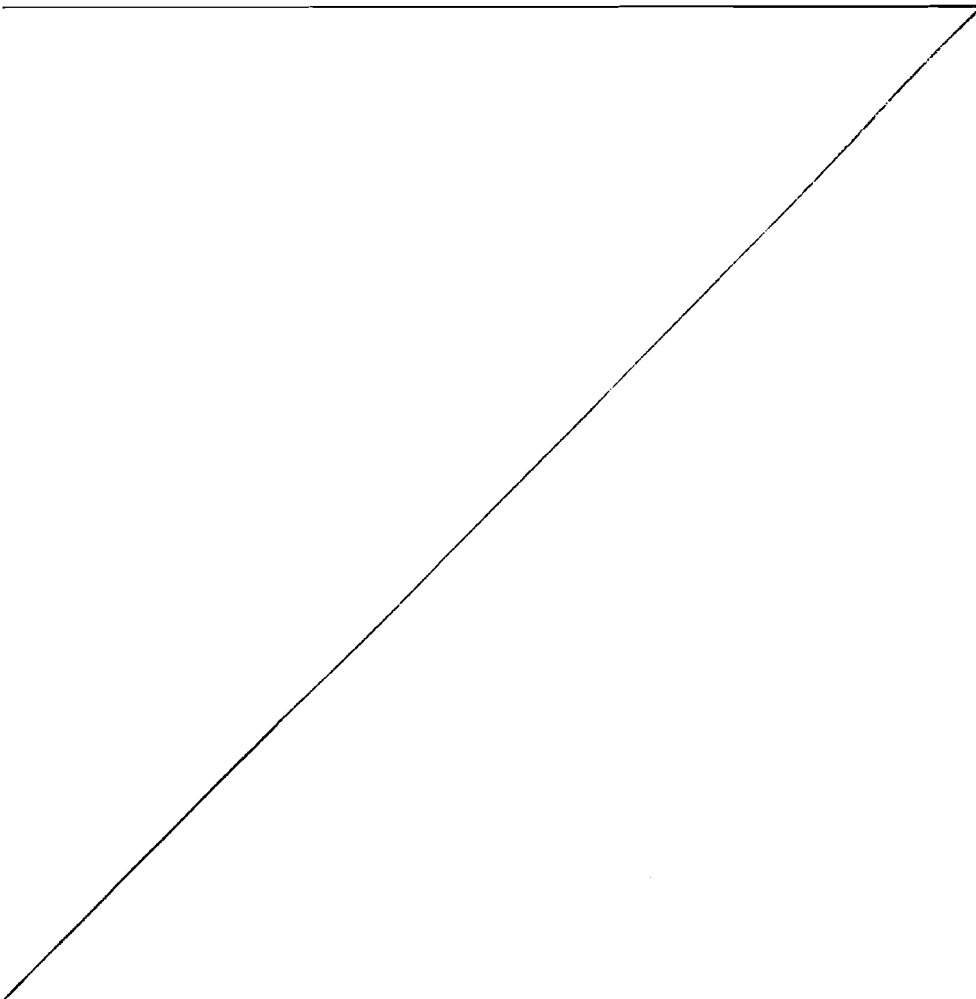
**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following Order:

**ORDER ACKNOWLEDGING RECEIPT OF APPROVAL OF THE STATE TAX COMMISSION FOR AD VALOREM TAXATION EXEMPTION FOR ORECK MANUFACTURING COMPANY FOR A PERIOD OF FIVE (5) YEARS FROM AND AFTER DECEMBER 31, 1997, WITH A TOTAL TRUE VALUE OF \$464,333.00**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of approval of the State Tax Commission for Ad Valorem Taxation Exemption for Oreck Manufacturing Company for a period of five (5) years from and after December 31, 1997, with a total true value of \$464,333.00, same being as follows, to-wit:



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Ed Buelow, Jr., Chairman  
*and Commissioner of Revenue*

Lisa W. Hall, CPA  
*Associate Commissioner*

Russell E. Hawkins, CPA  
*Associate Commissioner*



**MISSISSIPPI**

STATE TAX COMMISSION

Property Tax Bureau  
Ad Valorem Division  
Post Office Box 960  
Jackson, Mississippi 39215-0960  
Telephone: 601-923-7631  
Fax: 601-923-7637

September 25, 1998

Mr. John McAdams  
Chancery Clerk  
Harrison County Courthouse  
P. O. Box CC  
Gulfport, MS 39502

**RE: Ad Valorem Taxation Exemption - Oreck Manufacturing Company**

Dear Mr. McAdams:

In response to your application for ad valorem taxation, except for state and school district taxes, we concur with the prior approval of the local authorities from which this exemption is sought. This exemption is for a period of five (5) years from and after December 31, 1997, with a total true value of \$464,333.

In accordance with the power and authority conferred upon the State Tax Commission by Section 27-31-101, et seq., Mississippi Code of 1972, as amended, the State Tax Commission hereby certifies that the above captioned property is eligible for ad valorem tax exemption and is in compliance with the provisions of the above statute.

By issuing this certificate of approval, we are enclosing the original application of the above captioned corporation for further action by the board of supervisors, and/or the governing authorities of the municipality, to enter a final order on its minutes declaring that this property is exempted and the dates when such exemption commences and expires.

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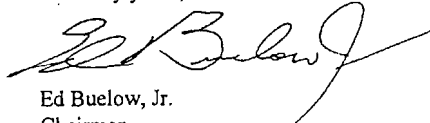
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John McAdams  
Page -2-  
September 25, 1998

**Please submit to our office a copy of your final board resolution showing the total true value approved by the board.**

With kindest personal regards, we are

Sincerely yours,



Ed Buelow, Jr.  
Chairman

EB/ns

Enclosures

cc: Maudie Cuevas

/oreck1



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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**ADDENDUM TO APPLICATION OF ORECK MANUFACTURING COMPANY  
FOR AN EXEMPTION FROM AD VALOREM TAXES AS  
AUTHORIZED BY SECTION 27-31-101, ET SEQ., OF  
THE MISSISSIPPI CODE OF 1972, AS AMENDED**

TO THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI:

1. Oreck Manufacturing Company files this Addendum to its Application, in triplicate, for exemption from ad valorem taxation, and respectfully represents unto the Board of Supervisors of Harrison County, Mississippi, as follows:

2. Applicant, Oreck Manufacturing Company, is a Delaware corporation, with its principal place of business in Harrison County, Mississippi. Oreck Manufacturing Company is engaged in the business of manufacturing vacuum cleaning products.

3. On February 28, 1997, Oreck Manufacturing Company (formerly known as Regina Home Care Corporation) purchased a then-closed manufacturing plant in Harrison County, Mississippi, from Phillips Electronics North America Corporation and has operated the plant since that date. During 1997, Applicant purchased and installed machinery and equipment, some of which was listed in Applicant's original Application, and the remainder is listed in this Addendum.

4. Said machinery and equipment purchases and installation constitutes an expansion of its Harrison County manufacturing enterprise within the meaning of Section 27-31-101 and related sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption from ad valorem taxes allowed by the above-mentioned sections.

24290\0001\Exempt2.Add

RECEIVED

MAY 13 1998

PROPERTY TAX BUREAU

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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5. The above described expansion has directly resulted in Applicant's hiring of 199 new employees, with an annual payroll of approximately \$2,587,000.00, and enhancement and protection of the other jobs at its Harrison County facility.

6. Oreck Manufacturing Company seeks exemption from ad valorem taxes, except state and school district taxes, for all real and tangible personal property (including inventory) which make up this facility (but expressly excluding automobiles and trucks operated by Applicant on and over the highways of the State of Mississippi).

7. The true value of the property for which exemption is sought, as determined by the Tax Collector of Harrison County and the Tax Collector's agents, is more particularly described in the attachment Exhibit "A" to the original Application, which totalled \$727,494.15, and the Exhibit "A" attached to this Addendum, which totals \$464,333.94.

8. Oreck Manufacturing Company seeks said tax exemption for a period of ten (10) years on the terms set out below.

**WHEREFORE**, Oreck Manufacturing Company prays:

(1) That the Board of Supervisors of Harrison County, Mississippi, shall enter a finding that Applicant's facility is, in fact, an expanded manufacturing enterprise, within the meaning of the applicable laws of Mississippi; and

(2) That Applicant be granted an exemption for the property additions described above from ad valorem taxation, except state and school district ad valorem taxation, as provided by law, for a

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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ORECK MANUFACTURING COMPANY  
ADDENDUM: ADDITIONAL 1997 EXPANSION EQUIPMENT

<u>DESCRIPTION</u>	<u>ITEM NUMBER</u>	<u>DATE INSTALLED</u>	<u>COST INSTALLED</u>
Office Equipment	1544	07/01/97	\$ 1,024.00
Vacuum Tester	1545	07/01/97	2,882.44
Clamp Assy Buster B	3135	08/01/97	2,950.00
Buster B Left/Right			
Hsg Family	3137	10/01/97	150,290.00
Toy Model Tooling	3139	11/03/97	46,000.00
Euro Male Plug Receptacle,			
Inner Hsg	Various	10/30/97	3,600.00
Buster B Exhaust Screen	3134	08/01/97	19,995.50
Cord Tooling	3133	12/31/97	18,000.00
ONO Tooling	Various	07/01/97	<u>219,592.00</u>

ADDENDUM TOTAL

\$464,333.94

EXHIBIT "A"

24290\0001\Exempt2.Add

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

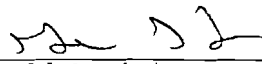
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period of ten (10) years beginning effective on January 1, 1998 and ending December 31, 2007.

(3) That the Board of Supervisors of Harrison County, Mississippi, approve this Application by an order or resolution spread upon its minutes declaring that such property is exempt from all ad valorem taxation, except state and school district ad valorem taxation, for a period of ten (10) years beginning January 1, 1998 and ending December 31, 2007, on the terms set forth above and forward the original and one certified copy of this Application and a certified transcript of such approval to the Mississippi State Tax Commission and that, upon approval of such Application by the said Mississippi State Tax Commission and certification of its approval, the Harrison County Board of Supervisors enter a final order on its minutes granting the exemption herein prayed.

RESPECTFULLY SUBMITTED, this, the 15th day of April, 1998.

Oreck Manufacturing Company

By:   
 Gerald S. Thain  
 Its: Chief Financial Officer

STATE OF MISSISSIPPI

COUNTY OF Harrison

PERSONALLY appeared before me, the undersigned authority in and for said county and state, the within named Gerald S. Thain, who acknowledged that he is the Chief Financial Officer of Oreck Manufacturing Company, a Delaware corporation, and that for and on behalf of said corporation and as its act and deed, he signed, sealed and delivered the foregoing instrument on the date and year therein mentioned, he having been first duly authorized so to do.

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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GIVEN under my hand and official seal, this, the 15 day of  
April, 1998.

*Velina Pittman*  
Notary Public

My Commission Expires:  
Notary Public State of Mississippi At Large  
My Commission Expires: April 8, 2001  
~~BONDED THRU HEIDEN-MARCHETTI, INC.~~

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **ROBIN ALFRED MIDCALF** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>DAVID V. LAROSA, SR.</b> voted	AYE
Supervisor <b>ROBIN ALFRED MIDCALF</b> voted	AYE
Supervisor <b>C. T. SWITZER, JR.</b> voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

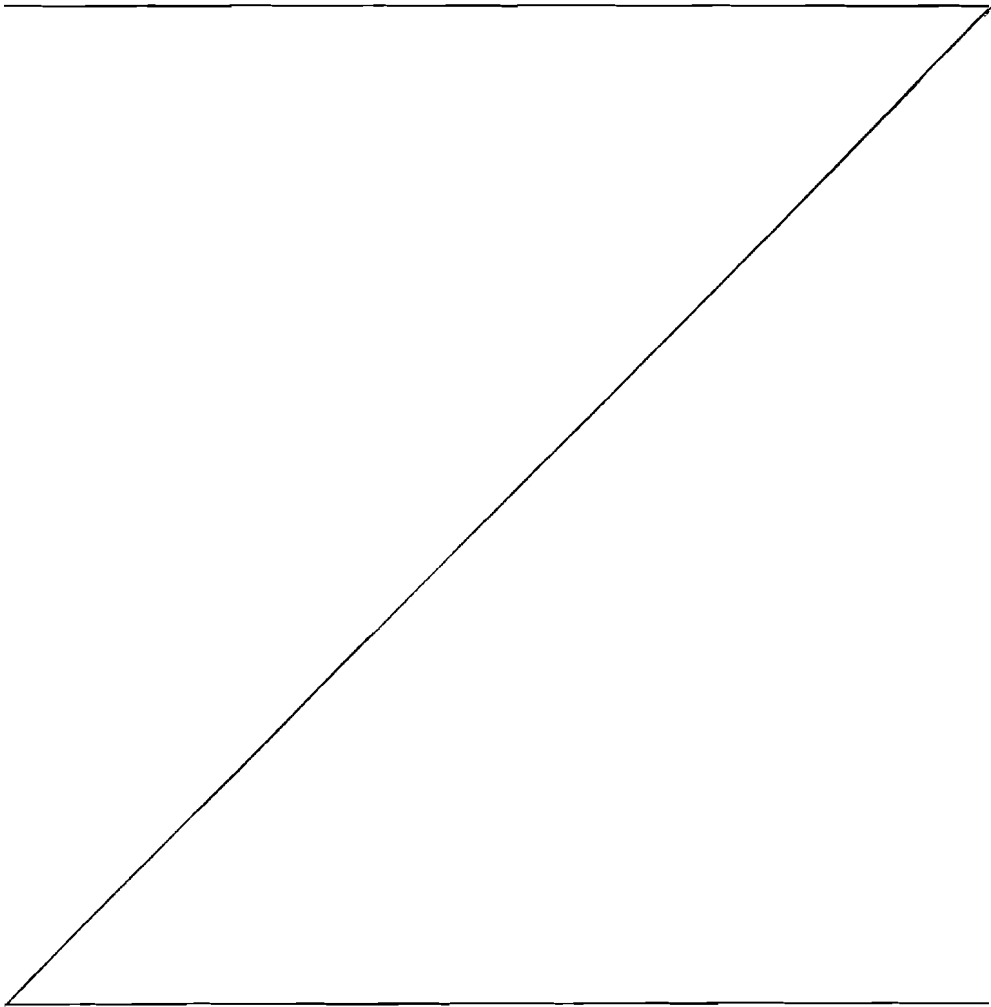
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Supervisor **C.T. SWITZER, JR.** moved adoption of the following Order:

**ORDER ACKNOWLEDGING RECEIPT OF APPROVAL OF THE STATE TAX COMMISSION FOR AD VALOREM TAXATION EXEMPTION FOR ORECK MANUFACTURING COMPANY FOR A PERIOD OF FIVE (5) YEARS FROM AND AFTER DECEMBER 31, 1997, WITH A TOTAL TRUE VALUE OF \$727,494.00**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of approval of the State Tax Commission for Ad Valorem Taxation Exemption for Oreck Manufacturing Company for a period of five (5) years from and after December 31, 1997, with a total true value of \$727,494.00, same being as follows, to-wit:

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Ed Buelow, Jr., Chairman  
*and Commissioner of Revenue*

Lisa W. Hall, CPA  
*Associate Commissioner*

Russell E. Hawkins, CPA  
*Associate Commissioner*



**MISSISSIPPI**

STATE TAX COMMISSION

Property Tax Bureau  
Ad Valorem Division  
Post Office Box 960  
Jackson, Mississippi 39215-0960  
Telephone: 601-923-7631  
Fax: 601-923-7637

September 25, 1998

Mr. John McAdams  
Chancery Clerk  
Harrison County Courthouse  
P. O. Box CC  
Gulfport, MS 39502

**RE: Ad Valorem Taxation Exemption - Oreck Manufacturing Company**

Dear Mr. McAdams:

In response to your application for ad valorem taxation, except for state and school district taxes, we concur with the prior approval of the local authorities from which this exemption is sought. This exemption is for a period of five (5) years from and after December 31, 1997, with a total true value of \$727,494.

In accordance with the power and authority conferred upon the State Tax Commission by Section 27-31-101, et seq., Mississippi Code of 1972, as amended, the State Tax Commission hereby certifies that the above captioned property is eligible for ad valorem tax exemption and is in compliance with the provisions of the above statute.

By issuing this certificate of approval, we are enclosing the original application of the above captioned corporation for further action by the board of supervisors, and/or the governing authorities of the municipality, to enter a final order on its minutes declaring that this property is exempted and the dates when such exemption commences and expires.



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

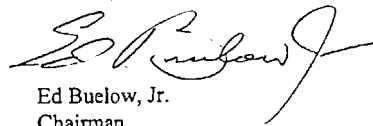
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John McAdams  
Page -2-  
September 25, 1998

Please submit to our office a copy of your final board resolution showing the total true value approved by the board.

With kindest personal regards, we are

Sincerely yours,



Ed Buelow, Jr.  
Chairman

EB/ns

Enclosures

cc: Maudie Cuevas

/ortck

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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**APPLICATION OF ORECK MANUFACTURING COMPANY  
FOR AN EXEMPTION FROM AD VALOREM TAXES AS  
AUTHORIZED BY SECTION 27-31-101, ET SEQ., OF  
THE MISSISSIPPI CODE OF 1972, AS AMENDED**

TO THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI:

1. Oreck Manufacturing Company files this its Application, in triplicate, for exemption from ad valorem taxation, and respectfully represents unto the Board of Supervisors of Harrison County, Mississippi, as follows:

2. Applicant, Oreck Manufacturing Company, is a Delaware corporation, with its principal place of business in Harrison County, Mississippi. Oreck Manufacturing Company is engaged in the business of manufacturing vacuum cleaning products.

3. On February 28, 1997, Oreck Manufacturing Company (formerly known as Regina Home Care Corporation) purchased a then-closed manufacturing plant in Harrison County, Mississippi, from Phillips Electronics North America Corporation and has operated the plant since that date. Since the purchase, Applicant has purchased and installed machinery and equipment.

4. Said machinery and equipment purchases and installation constitutes an expansion of its Harrison County manufacturing enterprise within the meaning of Section 27-31-101 and related sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption from ad valorem taxes allowed by the above-mentioned sections.

5. The above described expansion has directly resulted in Applicant's hiring of 199 new employees, with an annual payroll of

**RECEIVED**  
**MAR 12 1998**  
**PROPERTY TAX BUREAU**

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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approximately \$2,587,000.00, and enhancement and protection of the other jobs at its Harrison County facility.

6. Oreck Manufacturing Company seeks exemption from ad valorem taxes, except state and school district taxes, for all real and tangible personal property (including inventory) which make up this facility (but expressly excluding automobiles and trucks operated by Applicant on and over the highways of the State of Mississippi).

7. The true value of the property for which exemption is sought, as determined by the Tax Collector of Harrison County and the Tax Collector's agents, is more particularly described in the attached Exhibit "A" and totals \$727,494.15.

8. Oreck Manufacturing Company seeks said tax exemption for a period of ten (10) years on the terms set out below.

**WHEREFORE**, Oreck Manufacturing Company prays:

(1) That the Board of Supervisors of Harrison County, Mississippi, shall enter a finding that Applicant's facility is, in fact, an expanded manufacturing enterprise, within the meaning of the applicable laws of Mississippi; and

(2) That Applicant be granted an exemption for the property additions described above from ad valorem taxation, except state and school district ad valorem taxation, as provided by law, for a period of ten (10) years beginning effective on January 1, 1998 and ending December 31, 2007.

(3) That the Board of Supervisors of Harrison County, Mississippi, approve this Application by an order or resolution

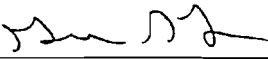
**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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spread upon its minutes declaring that such property is exempt from all ad valorem taxation, except state and school district ad valorem taxation, for a period of ten (10) years beginning January 1, 1998 and ending December 31, 2007, on the terms set forth above and forward the original and one certified copy of this Application and a certified transcript of such approval to the Mississippi State Tax Commission and that, upon approval of such Application by the said Mississippi State Tax Commission and certification of its approval, the Harrison County Board of Supervisors enter a final order on its minutes granting the exemption herein prayed.

RESPECTFULLY SUBMITTED, this, the 30th day of January, 1998.

Oreck Manufacturing Company

By:   
 Gerald S. Thain  
 Its: Chief Financial Officer

STATE OF MISSISSIPPI  
 COUNTY OF Harrison

PERSONALLY appeared before me, the undersigned authority in and for said county and state, the within named Gerald S. Thain, who acknowledged that he is the Chief Financial Officer of Oreck Manufacturing Company, a Delaware corporation, and that for and on behalf of said corporation and as its act and deed, he signed, sealed and delivered the foregoing instrument on the date and year therein mentioned, he having been first duly authorized so to do.

GIVEN under my hand and official seal, this, the 30th day of January, 1998.

  
 Notary Public

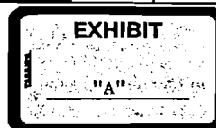
My Commission Expires April 8, 2001  
 My Commission Expires: April 8, 2001  
 BONDED THRU HEIDEN-MARCHETTI, INC.

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

**FIXED ASSETS  
 CAPITAL  
 ACQUISITIONS**

Description	Cer Number	FA Tag Number	Best FA Number	In Service Date	Acquisition Price	Tax Life Yrs
3m Carton Sealer	1707	1281	1258	6/28/97	4,241.18	
Bag Clip Press	1707	1249	1252	6/16/97	2,548.15	
Hi Pot Tester	1707	1263	1248	6/16/97	2,815.56	
Pack Conveyor	1707	1266	1254	7/10/97	5,785.88	
Base Assembly Fixture	1707	1251	1253	7/1/97	6,650.00	
Functional Tester - Value Line	1707	1248	1251	7/10/97	5,282.89	
Hi Pot Tester	1707	1264	1249	7/1/97	2,815.56	
D-Handle Assembly Line	1707	1271	1247	7/1/97	5,785.88	
Bosch Pallet Fixtures	1707	1247	1250	7/10/97	1,738.25	
Bumper Ovens	1707	1250	1255	6/16/97	1,088.08	
Run In Testers	1707	1255	1257	7/10/97	8,908.82	
Drain Line- Old Receiving Dock	1713	1374		7/1/97	1,270.00	
Roof Repairs	1710	1367	1258	7/15/97	16,523.00	
Office Renovations	1723	1388		7/1/97	2,400.00	
Distribution Clipper Shipper	1716	1369	1260	7/1/97	11,388.00	
Color Conc.-Meter System	1717	1371	1281	7/1/97	3,918.00	
CMM Computer	1718	3064	1282	7/7/97	3,114.00	
Upgrade Lan - File Server	1719	1373	1263	8/4/97	6,753.00	
Bosch Conveyors	1708	1258	1288	8/29/97	24,875.00	
Hi Pot Testers	1708	1258	1287	7/1/97	1,432.00	
Date Stamp Fixtures	1708	1257	1289	7/1/97	1,401.00	
Handle Pin Press	1709	1272	1265	7/10/97	2,260.00	
3m Carton Sealer	1709	1275	1264	6/26/97	4,241.00	
Lawn Tractor		1320	1266	7/1/97	8,008.56	

Optical Tool Pre Setter	1820	1431		11/3/97	12,645.34	7
Horizontal Mill	1820	1430		10/1/97	58,939.94	7
Bridgeport Knee Mill	1820	1429		11/1/97	21,504.28	7
Drill Handle Tubes	1709	1363		10/1/97	12,000.00	7
Pack Conveyors	1709	1281		8/1/97	2,537.27	7
Fixturing - Powerhead Unit	1709	1273		7/10/97	2,885.00	3
Audit Test Fixtures - Powerhead Unit	1709	1278		7/10/97	2,445.00	3
Nozzle Base Unit	1722	1314		8/31/97	3,975.00	3
Trolleys	1722	1328		7/1/97	12,888.10	3
Heat Stake - Drill Fixtures - Top Cover	1722	1315		10/1/97	1,085.91	3
Meter Mix Dispenser	1830	1389		10/28/97	4,500.00	7





**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

**FIXED ASSETS  
TOOLING  
AQUISITIONS**

Description	Car Number	FA Tag Number	Best FA Number	In Service Date	Aquisition Price	Tax Life Yrs
Broom Powerhead Clamp	1700	3119		7/1/97	32,800.23	3
2 Cavity Belt Door	1702	3120		8/1/97	43,907.00	3
Buster B 2 Cavity Exhaust Screen	1703	3121		7/1/97	38,876.00	3
2 Cavity Intake Pivot	1704	3122		8/1/97	77,652.00	3
Lamp Housing	1705	3123		9/1/97	63,168.00	3
4 Cavity D Grip	1708	3124		9/1/97	29,633.33	3
Bag Clip	1707	3125		9/1/97	43,204.00	3
2 Cavity Lens	1712	3126		9/1/97	71,327.00	3
Cap Clamp Assy	1812	3127		8/1/97	6,421.00	3
Total					408,988.56	

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>DAVID V. LAROSA, SR.</b> voted	AYE
Supervisor <b>ROBIN ALFRED MIDCALF</b> voted	AYE
Supervisor <b>C. T. SWITZER, JR.</b> voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following Order:

**ORDER ACCEPTING LOW BID OF J & B CONSTRUCTION IN THE  
AMOUNT OF \$102,939.35 FOR THE PAVILION AT THE  
D'IBERVILLE RECREATIONAL FACILITY, AS RECOMMENDED BY  
MORAN, SEYMOUR & ASSOCIATES, INC., PROJECT ENGINEERS,  
AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE  
CONTRACT**

WHEREAS, the Board of Supervisors does hereby find as follows:

1. That this Board, at a meeting heretofore held on the 26th day of August 1998, adopted an Order authorizing and directing the Clerk of the Board to cause publication to be made of Advertisement for Bids for New Pavilion at the Recreational Facilities for Harrison County located in D'Iberville, Mississippi.
2. That as directed in the aforesaid Order, said Advertisement for Bids was published in The Sun Herald newspaper, a newspaper published and having a general circulation in Harrison County, Mississippi for more than one (1) year next immediately preceding the date of said Order directing publication of said Notice, and that the Publisher's Affidavit of Proof of Publication has been filed with the Clerk of this Board, by said Clerk exhibited to the Board, and shows that said Advertisement for Bids was published on August 30, 1998 and September 6, 1998.
3. That publication of said Advertisement for Bids has been made once each week for two (2) consecutive weeks, the last of which was at least seven (7) working days prior to September 21, 1998, the day fixed for receiving said bids in the Order identified in paragraph one thereof, said Proof of Publication being in the following form, words, and figures, to-wit:

MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
OCTOBER 1998 TERM

PROOF OF PUBLICATION

ADVERTISEMENT FOR BIDS  
Harrison County, Mississippi  
The Harrison County Board of Supervisors, Gulfport, Mississippi, will receive bids for:  
NEW PAVILION AT THE RECREATIONAL FACILITIES  
FOR HARRISON COUNTY  
Located in D'Arbonne, Mississippi at HARRISON COUNTY, MISSISSIPPI, at the BOARD MEETING ROOM, FIRST JUDICIAL COURTHOUSE, GULFPORT, MISSISSIPPI, until 10:00 o'clock A.M., MONDAY, SEPTEMBER 21, 1998 and then at said office; bids will be publicly opened and read aloud.  
Bids are invited for the project as detailed in the contract drawings and specifications. The Scope of Work includes, but is not limited to the following: the construction of an approximately 1500 s.f. open-air pavilion with concession area and two restrooms and the purchase and installation of a sewage pump station any other incidental work required to complete the project, as shown in the Plans and Specification.  
Contract Documents, including Drawings and Technical Specifications, are on file at the office of Moran, Seymour & Associates, Inc., and John McAdams, Clerk of the Board of Supervisors at the Harrison County Courthouse, Gulfport, Mississippi.  
Plans and Specifications may be obtained at the office of Moran, Seymour & Associates, Inc., 249 Beauvoir Road, Biloxi, Mississippi 39531.  
A certified check or bank draft payable to the order of Harrison County, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the total bid is required for the project entitled:  
NEW PAVILION AT THE RECREATIONAL FACILITIES FOR HARRISON COUNTY Located at D'Arbonne, Mississippi  
All bids submitted in excess of \$50,000.00 by a prime or subcontractor to do any erection, building, construction, repair, maintenance or related work, must comply with Section 31-3-21, Mississippi Code of 1972, by having a current Certificate of Responsibility Number shall be indicated on the exterior of the sealed bid envelope before it can be opened.  
ALL BIDS SUBMITTED FOR \$50,000.00 OR LESS SHALL BE SO MARKED ON THE EXTERIOR OF THE SEALED BID ENVELOPE.  
The Owner reserves the right to reject any or all bids or to waive any informality in the bidding. Bids may be held by the Owner for a period not exceed thirty (30) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.  
By Order of the Board of Supervisors, adopted the 26th day of August, 1998.  
John McAdams  
Clerk of the Board of Supervisors  
Harrison County, Mississippi  
by: Francis Gily, DC  
(SEAL)  
H-84, ADV. 30.2 SUN 198133

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Before me, the undersigned Notary Public of Harrison County, Mississippi, personally appeared [Signature] who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald

\_\_\_\_\_ a newspaper published in the city of Gulfport, in Harrison County, Mississippi, and that publication of the notice, a copy of which is hereto attached, has been made in said paper 2 times in the following numbers and on the following dates of such paper, viz:

- Sun Herald Vol. 114 No. 334 dated 30 day of Aug 1998
- Sun Herald Vol. 114 No. 341 dated 6 day of Sep 1998
- \_\_\_\_\_ Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_
- \_\_\_\_\_ Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_
- \_\_\_\_\_ Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_
- \_\_\_\_\_ Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_
- \_\_\_\_\_ Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

[Signature]  
Clerk

Sworn to and subscribed before me this 11 day of September, A.D., 1998

[Signature]  
My Commission Expires 10/15/99 Notary Public

Printer's Fee ..... \$ \_\_\_\_\_  
 Furnishing proof of publication ..... \$ \_\_\_\_\_  
 TOTAL ..... \$ \_\_\_\_\_

4. That bids were received at the time and place and in the manner provided in said Advertisement for Bids. The following bids were received:

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

#### BID PROPOSAL

Place 1st Judicial Dist. Courthouse  
2 Harrison County  
Date September 21, 1998

Proposal of Jimmy R. McGowan  
(hereinafter called "Bidder"), organized and existing under the laws of the State of MS  
doing business as J E B Construction Inc.

Harrison County Board of Supervisors, (hereinafter called "Owner).

Gentlemen:

The Bidder, in compliance with your invitation for bids for:

#### NEW PAVILION AT THE RECREATIONAL FACILITY FOR HARRISON COUNTY

having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 90/120 calendar days thereafter as stated hereafter in this proposal. Bidder further agrees to pay as liquidated damages, the sum of \$ 500.00 <sup>per day</sup> for each consecutive calendar day thereafter as hereinafter provided in Paragraph B of the Supplemental General Conditions.

Bidder acknowledges receipt of the following addendum:

- #1 (120 Calendar Days; 300<sup>00</sup> EA. pay liquidated Damages)
- #2 (Contractor to Add 225 Amp Main Breaker)
- #3 ( 1/2" OSB Decking, replace w/ 1/2" pressure treated Plywood)

\*Insert corporation, partnership or individual as applies.

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following prices:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>AMOUNT</u>
1	Lump Sum for Sewer System	LS	\$ <u>28,726.00</u>
2	Lump Sum for Pavilion (to include all work other than sewer system)	LS	\$ <u>102,939.35</u>

TOTAL BID \$ 131,665.35

TOTAL BID One hundred Thirty-One Thousand Six hundred & Sixty - five dollars AND 35/100  
(Total bid amount is to be in both words and figures. In case of discrepancy the amount shown in words will govern.)

Bidder understands that the Owner reserves the right to reject any or all bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The bid security attached in the sum of Six Thousand five hundred Eighty three dollars AND 27/100 (\$ 6,583.27 ) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder understands that the Owner reserves the right to reject any or all bids.

Respectfully submitted,

By J. R. Mil

Title Resident

(SEAL if by corporation)

Address:

11424 CANAL Rd.

Gulfport, Ms

39503

Applied For:

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
 J & B CONSTRUCTION INC., 11424 CANAL ROAD, GULFPORT, MS 39503 \_\_\_\_\_ as principal, and  
 FIDELITY AND GUARANTY INSURANCE COMPANY \_\_\_\_\_ as Surety, are hereby  
 held and firmly bound unto HARRISON COUNTY BOARD OF SUPERVISORS \_\_\_\_\_ as Owner  
 in the penal sum of FIVE PERCENT (5%) OF THE AMOUNT BID-----

for the payment of which, well and truly to be made, we hereby jointly and severally bind  
 ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 21ST day of SEPTEMBER, 19 98.

The Condition of the above obligations is such that whereas the Principal has submitted to  
 HARRISON COUNTY BOARD OF SUPERVISORS \_\_\_\_\_ a certain Bid,

attached hereto and hereby made a part hereof to enter into a contract in writing, for the \_\_\_\_\_

NEW PAVILION AT THE RECREATIONAL FACILITY FOR HARRISON COUNTY, MS

LOCATED IN D'IBERVILLE, MS

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

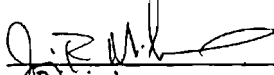
**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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The Surety, for value received, hereby stipulated and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

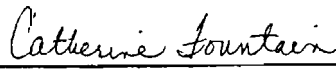
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

J & B CONSTRUCTION INC.

  
Principal (L.S.)

FIDELITY AND GUARANTY INSURANCE COMPANY

Surety

By:   
Catherine Fountain, Attorney-In-Fact  
Mississippi Resident Agent

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

816658

### Fidelity and Guaranty Insurance Company

Power of Attorney

No. 10492



Know all men by these presents: That **Fidelity and Guaranty Insurance Company**, a corporation organized and existing under the laws of the State of Iowa and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **Jim Eley Brashier**, **Troy P. Wagener**, **Belinda Tubbs** and **Catherine Fountain**

of the City of Biloxi State of Mississippi its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said **Fidelity and Guaranty Insurance Company** has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Assistant Secretary, this 10th day of April, A.D. 19 98.

Fidelity and Guaranty Insurance Company



(Signed) By Gary A. Wilson  
Vice President

(Signed) By Thomas E. Huijbregtse  
Assistant Secretary

State of Maryland )

SS.

Baltimore City )

On this 10th day of April, A.D. 19 98, before me personally came Gary A. Wilson, Vice President of **Fidelity and Guaranty Insurance Company** and Thomas E. Huijbregtse, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Gary A. Wilson and Thomas E. Huijbregtse were respectively the Vice President and the Assistant Secretary of the said **Fidelity and Guaranty Insurance Company**, the corporation described in and which executed the foregoing Power of Attorney; that they each had the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that they signed their names thereto by like order as Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the 1st day of August, A.D. 19 98.  
(Signed) By John M. Wright  
Notary Public



This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the **Fidelity and Guaranty Insurance Company**, September 24, 1992.

**Resolved**, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

**Resolved**, That Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Huijbregtse, an Assistant Secretary of the **Fidelity and Guaranty Insurance Company**, do hereby certify that the foregoing are true excerpts from the Resolutions of the said Company as adopted by its Board of Directors on September 24, 1992 and that these Resolutions are in full force and effect.

I, the undersigned Assistant Secretary of the **Fidelity and Guaranty Insurance Company** do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the **Fidelity and Guaranty Insurance Company** on this 21ST day of SEPTEMBER, 19 98



Thomas E. Huijbregtse  
Assistant Secretary

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

BID PROPOSAL

Place \_\_\_\_\_

Date Sept 21-1998

Proposal of Gulf Coast Contractors Inc.  
(hereinafter called "Bidder"), organized and existing under the laws of the State of Mo.  
doing business as Gulf Coast Contractors Inc.\*

Harrison County Board of Supervisors, (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for:

NEW PAVILION AT  
THE RECREATIONAL FACILITY FOR HARRISON COUNTY

having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 90<sup>new</sup> calendar days thereafter as stated hereafter in this proposal. Bidder further agrees to pay as liquidated damages, the sum of \$ 300.00<sup>new</sup> for each consecutive calendar day thereafter as hereinafter provided in Paragraph B of the Supplemental General Conditions.

Bidder acknowledges receipt of the following addendum:

- #1 - Dated 9/16/98
- #2 - Dated 9/18/98
- #3 - Dated 9/18/98

\*Insert corporation, partnership or individual as applies.



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following prices:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>AMOUNT</u>
1	Lump Sum for Sewer System	LS	\$ <u>24,660.00</u>
2	Lump Sum for Pavilion (to include all work other than sewer system)	LS	\$ <u>118,047.00</u>

TOTAL BID \$ 142,707.00

TOTAL BID One Hundred Forty Two Thousand Seven Hundred  
SEVEN DOLLARS

(Total bid amount is to be in both words and figures. In case of discrepancy the amount shown in words will govern.)

Bidder understands that the Owner reserves the right to reject any or all bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The bid security attached in the sum of 5%  
Amount Bid (\$ \_\_\_\_\_) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder understands that the Owner reserves the right to reject any or all bids.

Respectfully submitted:

By Dennis V. Hallis

Title V.P.  
 (SEAL if by corporation)

Address:

Gulf Coast Contractors Inc.

P.O. Box 6837

D'Hessville, Ga 39532

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

Bond No.



136 North Third Street, Hamilton, Ohio 45012

**BID BOND**

The American Institute of Architects,  
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we **GULF COAST CONTRACTORS, INC.**

as Principal, hereinafter called the Principal, and **THE OHIO CASUALTY INSURANCE COMPANY** of Hamilton, Ohio

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

**HARRISON COUNTY BOARD OF SUPERVISORS**

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

**FIVE PERCENT (5%) OF THE AMOUNT BID-----**

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

WHEREAS, the Principal has submitted a bid for

**NEW PAVILION AT THE RECREATIONAL FACILITIES FOR HARRISON COUNTY, MS**

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

Signed and sealed this **21ST** day of **SEPTEMBER** 19 **98**

**GULF COAST CONTRACTORS, INC.**  
(Principal) (Seal)

*David V. Kelly* v.p.  
(Title)

(Witness)

**THE OHIO CASUALTY INSURANCE COMPANY**  
(Surety) (Seal)

By *Catherine Fountain*

Catherine Fountain (Attorney-in-Fact)  
Mississippi Resident Agent

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

CERTIFIED COPY OF POWER OF ATTORNEY  
 THE OHIO CASUALTY INSURANCE COMPANY  
 HAMILTON, OHIO

No 32-835

**Know All Men by These Presents:** That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint: **Troy P. Wagener or Jim E. Brashier or Belinda Tubbs or Catherine Fountain of Biloxi, Mississippi** its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance **SIX MILLION (\$6,000,000.00) DOLLARS**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

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

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

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this **9th day of January, 1998**.



*Sam Lawrence*

Sam Lawrence, Assistant Secretary

STATE OF OHIO,  
 COUNTY OF BUTLER

On this **9th day of January, 1998** before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY, to me personally know to be the individual and officer described in, and who executed the preceding instrument, and he acknowledge the execution of the same, and being by me duly sworn deposed and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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

Hamilton,



*Barbara Hoffman*

Notary Public in and for County of Butler, State of Ohio  
 My Commission expires **September 25, 2002**.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"ARTICLE VI"

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any office of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

In WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this **21ST** day of **SEPTEMBER** A.D., 19 **98**



S-4300-CSG (12/96)

*Mark E. Schmitt*

Assistant Secretary

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

BID PROPOSAL

Place BILOXI, HARRISON COUNTY, MS

Date SEPTEMBER 21, 1998

Proposal of STARKS CONTRACTING CO., INC.  
 (hereinafter called "Bidder"), organized and existing under the laws of the State of MS,  
 doing business as A CORPORATION.\*

Harrison County Board of Supervisors, (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for:

NEW PAVILION AT  
 THE RECREATIONAL FACILITY FOR HARRISON COUNTY

having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 120 calendar days thereafter as stated hereafter in this proposal. Bidder further agrees to pay as liquidated damages, the sum of \$ 300.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph B of the Supplemental General Conditions.

Bidder acknowledges receipt of the following addendum:

ADDENDUM #1, DATED 09/16/98

ADDENDUM #2, DATED 09/18/98

ADDENDUM #3, DATED 09/18/98

\*Insert corporation, partnership or individual as applies.

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following prices:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>AMOUNT</u>
1	Lump Sum for Sewer System	LS	\$ <u>26,000<sup>00</sup></u>
2	Lump Sum for Pavilion (to include all work other than sewer system)	LS	\$ <u>111,400<sup>00</sup></u>

TOTAL BID \$ 137,400<sup>00</sup>

TOTAL BID ONE HUNDRED, THIRTY-SEVEN THOUSAND FOUR  
HUNDRED & NO BIDDING DOLLARS

(Total bid amount is to be in both words and figures. In case of discrepancy the amount shown in words will govern.)

Bidder understands that the Owner reserves the right to reject any or all bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The bid security attached in the sum of FIVE PERCENT OF BASE BID-----(\$ 5% BASE BID ) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder understands that the Owner reserves the right to reject any or all bids.

Respectfully submitted:

By Weldon P. Starks

Title WELDON P. STARKS, PRESIDENT  
(SEAL if by corporation)

Address:

STARKS CONTACTING CO., INC.  
1538 POPPS FERRY RD  
P O BOX 6756

BILOXI MS 39532

BIDPRO.WPD

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

**United States Fidelity and Guaranty Company**  
Baltimore, Maryland  
A Stock Company



### Bid Bond

Bond Number .....

**Know All Men By These Presents:**

That STARKS CONTRACTING COMPANY, INC......  
..... of P. O. BOX 6756, BILOXI, MS 39532  
....., as Principal, and **United States Fidelity and Guaranty Company**, a Maryland corporation, as Surety, are held and firmly bound unto  
HARRISON COUNTY BOARD OF SUPERVISORS  
as Oblige, in the full and just sum of FIVE PERCENT (5%) OF THE AMOUNT BID.....  
..... Dollars,  
lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**Whereas** the said Principal is herewith submitting its proposal for:  
NEW PAVILION AT THE RECREATIONAL FACILITY FOR HARRISON COUNTY

**The Condition Of This Obligation** is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Oblige the difference in money between the amount of the bid of the said Principal and the amount for which the Oblige legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered SEPTEMBER 21, 1998  
(Date)

STARKS CONTRACTING COMPANY, INC...... (Seal)

BY [Signature]..... (Seal)  
**UNITED STATES FIDELITY AND GUARANTY COMPANY**

Catherine Fountain  
Catherine Fountain Attorney-in-fact  
Mississippi Resident Agent

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

1810542

### United States Fidelity and Guaranty Company



#### Power of Attorney

No. 110818

Know all men by these presents: That **United States Fidelity and Guaranty Company**, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **Jim Eley Brashier, Troy P. Wagener, Belinda Tubbs and Catherine Fountain**

of the City of Biloxi, State of Mississippi its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said **United States Fidelity and Guaranty Company**, has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Assistant Secretary, this 27th day of March, A.D. 19 98.



United States Fidelity and Guaranty Company.  
(Signed) By [Signature] Vice President

(Signed) By [Signature] Assistant Secretary

State of Maryland )  
Baltimore City )

SS:

On this 27th day of March, A.D. 19 98, before me personally came **Gary A. Wilson, Vice President of United States Fidelity and Guaranty Company, and Thomas E. Huibregtse, Assistant Secretary of said Company**, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said **Gary A. Wilson and Thomas E. Huibregtse** were respectively the **Vice President and the Assistant Secretary of the said United States Fidelity and Guaranty Company**, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, and it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the 1st day of August, A.D. 19 98.



(Signed) By [Signature] Notary Public

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the **United States Fidelity and Guaranty Company** on September 24, 1992:

**Resolved**, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

**Resolved**, That Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, **Thomas E. Huibregtse**, an Assistant Secretary of the **United States Fidelity and Guaranty Company**, do hereby certify that the foregoing are true excerpts from the Resolutions of the said Company as adopted by its Board of Directors on September 24, 1992 and that these Resolutions are in full force and effect.

I, the undersigned Assistant Secretary of the **United States Fidelity and Guaranty Company**, do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the **United States Fidelity and Guaranty Company**, on this 21ST day of SEPTEMBER, 19 98



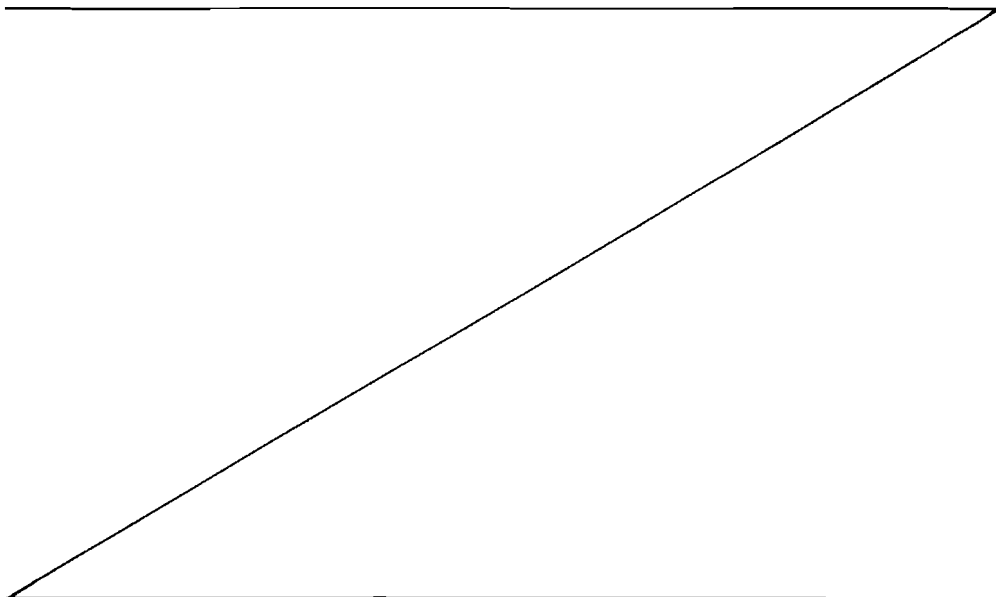
[Signature]  
Assistant Secretary

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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5. The Board does hereby find, upon the recommendation of Moran, Seymour & Associates, Inc., Project Engineers, that the bid of J & B Construction, in the amount of ONE HUNDRED TWO THOUSAND NINE HUNDRED THIRTY-NINE AND 35/100 DOLLARS (\$102,939.35) is the lowest bid meeting specifications and, therefore, the best received for the New Pavilion at the Recreational Facilities for Harrison County located in D'Iberville, Mississippi, and that said bid is reasonable and fair and should be accepted. It is, therefore,

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, upon the recommendation of Moran, Seymour & Associates, Inc., Project Engineers, that the bid of J & B Construction be, and the same is HEREBY ACCEPTED for the Pavilion at the Recreational Facilities for Harrison County located in D'Iberville, Mississippi, at and for a consideration of ONE HUNDRED TWO THOUSAND NINE HUNDRED THIRTY-NINE AND 35/100 DOLLARS (\$102,939.35); the Board does HEREBY AUTHORIZE the Board President to execute the contract in connection with said project, which is as follows, to-wit:





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**Standard Form of Agreement Between Owner and  
Contractor where the basis of payment is a STIPULATED SUM**

AIA Document A101-1997  
1997 Edition -Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

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**AGREEMENT** made as of the Fifth day of October in the year of Nineteen Hundred and Ninety-Eight.

*(In words, indicate day, month and year)*

**BETWEEN** the Owner:

*(Name, address and other information)*

Harrison County Board of Supervisors  
Post Office Drawer CC  
1801 23rd Ave.  
Gulfport, Mississippi

and the Contractor

*(Name, address and other information)*

I & B Construction, Inc.  
11424 Canal Road  
Gulfport, Mississippi 39503

The Project is:

*(Name and location)*

New Pavilion at the Recreational Facility for Harrison County  
D'Iberville, Mississippi

The ~~Architect~~ Engineer is:

*(Name, address and other information)*

Moran, Seymour & Associates, Inc.  
249 Beauvoir Road  
Biloxi, Mississippi 39531

The Owner and Contractor agree as follows.

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if

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attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 120 days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)*

Liquidated damages in the sum of \$300.00 for each consecutive calendar day thereafter shall be assessed.

**ARTICLE 4 CONTRACT SUM**

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Two Thousand Nine Hundred Thirty-Nine Dollars and Thirty-Five Cents Dollars (\$102,939.35), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)*

n/a

4.3 Unit prices, if any, are as follows:

n/a

**ARTICLE 5 PAYMENTS**

**5.1 PROGRESS PAYMENTS**

5.1.1 Based upon Applications for Payment submitted to the Architect Engineer by the Contractor and Certificates for Payment issued by the Architect, Engineer the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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5.1.3 Provided that an Application for Payment is received by the Architect Engineer not later than the 15th day of a month, the Owner shall make payment to the Contractor not later than the 10th day of the month. If an Application for Payment is received by the Architect Engineer after the application date fixed above, payment shall be made by the Owner not later than 45 days after the Architect Engineer receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect Engineer may require. This schedule, unless objected to by the Architect Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect Engineer has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

*n/a*

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## 5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the

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Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect/Engineer.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's/Engineer's final Certificate for Payment, or as follows:

**ARTICLE 6 TERMINATION OR SUSPENSION**

- 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.
- 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

**ARTICLE 7 MISCELLANEOUS PROVISIONS**

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

n/a

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

7.3 The Owner's representative is:

*(Name, address and other information)*

n/a

7.4 The Contractor's representative is:

*(Name, address and other information)*

n/a

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

7.6 Other provisions:

n/a

**ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS**

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows:

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Document	Title	Pages
n/a		

**8.1.4** The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section	Title	Pages
Project Specifications	Technical Specifications	100

**8.1.5** The Drawings are as follows, and are dated unless a different date is shown below:  
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Number	Title	Date
98-038	New Pavilion at the Recreational Facility for Harrison County	September 1998

**8.1.6** The Addenda, if any, are as follows:

Number	Date	Pages
Nos. 1, 2, & 3	Add. No. 1 - 9/16/98; Add. Nos. 2 & 3 - 9/18/98	1 each

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

**8.1.7** Other documents, if any, forming part of the Contract Documents are as follows:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

**ALL REFERENCES TO "ARCHITECT" SHOULD BE INTERPRETED AS "ENGINEER".**

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect Engineer for use in the administration of the Contract, and the remainder to the Owner.

\_\_\_\_\_  
 OWNER (Signature)

  
 \_\_\_\_\_  
 CONTRACTOR (Signature)

\_\_\_\_\_  
 HARRISON COUNTY BOARD OF SUPERVISORS  
*(Printed name and title)*

\_\_\_\_\_  
 I & B CONSTRUCTION, INC.  
*(Printed name and title)*

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Supervisor **DAVID V. LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following Order:

**ORDER ACCEPTING LOW BID FROM AMERICAN TENNIS COURTS,  
INC. IN THE AMOUNT OF \$144,603.00 FOR THE D'IBERVILLE  
RECREATIONAL FACILITY, AS RECOMMENDED BY MORAN,  
SEYMOUR & ASSOCIATES, INC., PROJECT ENGINEERS, AND  
AUTHORIZING THE BOARD PRESIDENT TO EXECUTE THE  
CONTRACT**

WHEREAS, the Board of Supervisors does hereby find as follows:

1. That this Board, at a meeting heretofore held on the 13th day of July 1998, adopted an Order authorizing and directing the Clerk of the Board to cause publication to be made of Advertisement for Bids for Tennis Complex at the Recreational Facilities for Harrison County located in D'Iberville, Mississippi.

2. That as directed in the aforesaid Order, said Advertisement for Bids was published in The Sun Herald newspaper, a newspaper published and having a general circulation in Harrison County, Mississippi for more than one (1) year next immediately preceding the date of said Order directing publication of said Notice, and that the Publisher's Affidavit of Proof of Publication has been filed with the Clerk of this Board, by said Clerk exhibited to the Board, and shows that said Advertisement for Bids was published on the 24th and 30th days of August 1998.

3. That publication of said Advertisement for Bids has been made once each week for two (2) consecutive weeks, the last of which was at least seven (7) working days prior to September 21, 1998, the day fixed for receiving said bids in the Order identified in paragraph one thereof, said Proof of Publication being in the following form, words, and figures, to-wit:

MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
OCTOBER 1998 TERM

PROOF OF PUBLICATION

ADVERTISEMENT FOR BIDS -  
Harrison County, Mississippi  
The Harrison County Board of  
Supervisor, Gulfport, Mississippi,  
will receive bids for:  
TENNIS COMPLEX AT  
THE RECREATIONAL FACILI-  
TIES FOR HARRISON COUNTY  
Located in Ebisville, Mississippi  
at HARRISON COUNTY, MIS-  
SISSIPPI, at the BOARD MEET-  
ING ROOM FIRST JUDICIAL  
DISTRICT COURTHOUSE,  
GULFPORT, MISSISSIPPI, until  
10:00 o'clock A.M. MONDAY,  
SEPTEMBER 21, 1998, and the  
said bids will be publicly opened  
and read aloud.  
Bids are invited for the project as  
detailed in the contract drawings  
and specifications. The Scope of  
Work includes (but not limited to)  
the following: provide surface  
coating for eight (8) regulation ten-  
nis courts, two (2) practice courts  
and practice court wall. Also pro-  
vide the required fencing, lighting  
and any other incidental work re-  
quired to complete the Project as  
shown in the Plans and Specifica-  
tions.  
Contract Documents, including  
Drawings and Technical Specifi-  
cations, are on file at the office of  
Moran, Seymour & Associates,  
Inc., and John McAdams Clerk of  
the Board of Supervisors at the  
Harrison County Courthouse,  
Gulfport, Mississippi.  
Plans and Specifications may be  
obtained at the office of Moran,  
Seymour & Associates Inc., 249  
Beauvoir Road, Biloxi, Mississippi  
39531.  
A certified check or bank draft  
payable to the order of Harrison  
County, Mississippi, negotiable  
U.S. Government bond (of per  
value), or a satisfactory Bid Bond  
executed by the Bidder, and an  
acceptable surety. In an amount  
equal to five percent (5%) of the  
total bid is required for the project  
entitled  
TENNIS COMPLEX AT  
THE RECREATIONAL FACILI-  
TIES FOR HARRISON COUNTY  
Located in Ebisville, Mississippi  
All bids submitted in excess of  
\$50,000.00 by a prime or subcon-  
tractor to do any erection, build-  
ing, construction, repair, mainte-  
nance or related work, must com-  
ply with Section 31-9-21 Missis-  
sippi Code of 1972, by having a  
current Certificate of Responsibility  
from the State Board of Public  
Contractors. The current Certifi-  
cate of Responsibility Number  
shall be indicated on the exterior  
of the sealed bid envelope before  
it can be opened. ALL BIDS SUB-  
MITTED FOR \$20,000.00 OR  
LESS SHALL BE SO MARKED  
ON THE EXTERIOR OF THE  
SEALED BID ENVELOPE. (13)  
The Owner reserves the right to  
reject any or all bids or to waive  
any informality in the bidding. Bids  
may be held by the Owner for a  
period not to exceed thirty (30)  
days from the date of the opening  
of bids for the purpose of review-  
ing the bids and investigating the  
qualifications of Bidders prior to  
awarding of the Contract.  
By Order of the Board of Supervi-  
sors, adopted the 13th day of July,  
1998.  
/s/ John McAdams  
John McAdams,  
Clerk of the Board of Supervisors  
Harrison County, Mississippi  
by: Françoise Galy  
(SEAL)  
H-35,REV-24,30,ZT 195423

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Before me, the undersigned Notary Public of Harrison County,  
Mississippi, personally appeared Jeanne Ferrelly  
who, being by me first duly sworn, did depose and say that she is a  
clerk of The Sun Herald

\_\_\_\_\_ a newspaper published in the  
city of Gulfport, in Harrison County, Mississippi,  
and that publication of the notice, a copy of which is hereto attached,  
has been made in said paper 2 times in the following  
numbers and on the following dates of such paper, viz:

- 20 Paper Herald Vol. 114 No. 322 dated 24 day of Aug, 1998
- 20 Paper Herald Vol. 114 No. 324 dated 30 day of Aug, 1998
- \_\_\_\_\_ Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_, dated \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_
- \_\_\_\_\_ Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_, dated \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_
- \_\_\_\_\_ Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_, dated \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_
- \_\_\_\_\_ Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_, dated \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_
- \_\_\_\_\_ Paper \_\_\_\_\_ Vol. \_\_\_\_\_ No. \_\_\_\_\_, dated \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Affiant further states on oath that said newspaper has been  
established and published continuously in said county for a period of  
more than twelve months next prior to the first publication of said notice.

Jeanne Ferrelly  
Clerk

Sworn to and subscribed before me this 1 day of

VERA ELAINE MILLS, A.D., 1998  
NOTARY PUBLIC  
State of Mississippi  
My Commission Expires on April 29, 2001  
Vera Elaine Mills  
Notary Public

Printer's Fee ..... \$ \_\_\_\_\_  
Furnishing proof of publication ..... \$ \_\_\_\_\_  
TOTAL ..... \$ \_\_\_\_\_

4. That bids were received at the time and place and in the manner  
provided in said Advertisement for Bids. The following bids were received:



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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

BID PROPOSAL

Place Harrison County, Ms

Date September 21, 1998

Proposal of American Tennis Courts, Inc.  
 (hereinafter called "Bidder"), organized and existing under the laws of the State of Alabama  
 doing business as American Tennis Courts, Inc.  
\* Corporation

Harrison County Board of Supervisors, (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for:

TENNIS COMPLEX AT  
 THE RECREATIONAL FACILITY FOR HARRISON COUNTY

having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 60 calendar days thereafter as stated hereafter in this proposal. Bidder further agrees to pay as liquidated damages, the sum of \$ 500.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph B of the Supplemental General Conditions.

Bidder acknowledges receipt of the following addendum:

Addendum #1  
ALT E-2

\*Insert corporation, partnership or individual as applies.

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following lump sum prices:

ITEM	DESCRIPTION	UNIT	TOTAL
1	Surfacing Material for eight (8) Regulation Courts and two (2) Practice Courts	LS	\$ 36,129.00 <sup>g.n.</sup>
2	Fencing for eight (8) Regulation Courts and two (2) Practice Courts	LS	\$ 40,940.00 <sup>g.n.</sup>
3	Lighting for eight (8) Regulation Courts and two (2) Practice Courts	LS	\$ 67,534.00 <sup>g.n.</sup>
4	Alternate Lighting Plan for eight (8) Regulation Courts and two (2) Practice Courts (Sheet ALT-E2)	LS	\$ 9,570.00

TOTAL BID <sup>g.n.</sup> \$ 144,603.00

TOTAL BID <sup>BASE</sup> One Hundred Forty Four Thousand Six Hundred Three Dollars and No Cents  
~~Eight Thousand Seven Hundred Thirty Five Dollars and No Cents~~  
 (Total bid amount is to be in both words and figures. In case of discrepancy the amount shown in words will govern.)

Bidder understands that the Owner reserves the right to reject any or all bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The bid security attached in the sum of Eight Thousand Seven Hundred Thirty Five Dollars and No Cents (\$ 8,735.00) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder understands that the Owner reserves the right to reject any or all bids.

Respectfully submitted:

By Jeff L. Meind  
 Title President  
 (SEAL if by corporation)


Address:

163 N. Florida Street  
Mobile, AL 36607  
 BIDPRO.WFD

WHEN HELD TO LIGHT, IF CIRCULAR WATERMARKS ARE NOT PRESENT, DO NOT CASH. SEE BACK FOR ADDITIONAL SECURITY FEATURES. 440,6438

062785

REMITTER  
American Tennis Courts

 **The Bank of Mobile**  
MOBILE, AL 36602

81-365/651  
September 18 1998

PAY TO THE ORDER OF \*\*\*HARRISON COUNTY BOARD OF SUPERVISORS \*\*\*\*\*

\$ 8,710.70

BANK OF MOBILE 8710 DOLS 7005 DOLLARS

**CASHIER'S CHECK**

*Paul J. England*  
TMF/07 AUTHORIZED SIGNATURE

⑈062785⑈ ⑆065103654⑆ 09 99 06 0⑈

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

**Standard Form of Agreement Between Owner and  
Contractor where the basis of payment is a STIPULATED SUM**

AIA Document A101-1997  
1997 Edition -Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, © 1997 by The American Institute of Architects. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution.

AGREEMENT made as of the Fifth day of October in the year of Nineteen Hundred and Ninety-Eight.

*(In words, indicate day, month and year)*

**BETWEEN the Owner:**

*(Name, address and other information)*

Harrison County Board of Supervisors  
Post Office Drawer CC  
1801 23rd Ave.  
Gulfport, Mississippi 39502

**and the Contractor**

*(Name, address and other information)*

American Tennis Courts, Inc.  
163 North Florida Street  
Mobile, Alabama 36607

**The Project is:**

*(Name and location)*

Tennis Complex at the Recreational Facility  
D'Iberville, Mississippi

**The Architect Engineer is:**

*(Name, address and other information)*

Moran, Seymour & Associates, Inc.  
249 Beauvoir Road  
Biloxi, Mississippi 39531

The Owner and Contractor agree as follows.

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3.1** The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

**3.2** The Contract Time shall be measured from the date of commencement.

**3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than 60 days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)*

Liquidated damages in the sum of \$500.00 for each consecutive calendar day thereafter shall be assessed.

**ARTICLE 4 CONTRACT SUM**

**4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Forty-Four Thousand Six Hundred & Three Dollars and No Cents Dollars (\$ 144,603.00 ), subject to additions and deductions as provided in the Contract Documents.

**4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)*

**4.3** Unit prices, if any, are as follows:

n/a

**ARTICLE 5 PAYMENTS**

**5.1 PROGRESS PAYMENTS**

**5.1.1** Based upon Applications for Payment submitted to the ~~Architect~~ Engineer by the Contractor and Certificates for Payment issued by the ~~Architect~~, Engineer the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

5.1.3 Provided that an Application for Payment is received by the ~~Architect Engineer~~ not later than the 15<sup>th</sup> day of a month, the Owner shall make payment to the Contractor not later than the 10<sup>th</sup> day of the month. If an Application for Payment is received by the ~~Architect Engineer~~ after the application date fixed above, payment shall be made by the Owner not later than 45 days after the ~~Architect Engineer~~ receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the ~~Architect Engineer~~ may require. This schedule, unless objected to by the ~~Architect Engineer~~, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the ~~Architect Engineer~~ has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the ~~Architect Engineer~~ shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

*na*

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## 5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect/Engineer.

**5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's Engineer final Certificate for Payment, or as follows:

**ARTICLE 6 TERMINATION OR SUSPENSION**

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

**ARTICLE 7 MISCELLANEOUS PROVISIONS**

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

n/a

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

n/a

7.3 The Owner's representative is:

*(Name, address and other information)*

n/a

7.4 The Contractor's representative is:

*(Name, address and other information)*

n/a

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

7.6 Other provisions:

n/a

**ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS**

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows:

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

Document	Title	Pages
n/a		

**8.1.4** The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section	Title	Pages
Project Specifications	Technical Specifications	90

**8.1.5** The Drawings are as follows, and are dated unless a different date is shown below:  
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Number	Title	Date
98-038	Tennis Complex at the Recreational Facility, D'Iberville, MS	September 1998

**8.1.6** The Addenda, if any, are as follows:

Number	Date	Pages
No. 1	Add. No. 1 - 9/15/98	2 pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

**8.1.7** Other documents, if any, forming part of the Contract Documents are as follows:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

**ALL REFERENCES TO "ARCHITECT" SHOULD BE INTERPRETED AS "ENGINEER".**

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect Engineer for use in the administration of the Contract, and the remainder to the Owner.

\_\_\_\_\_  
 OWNER (Signature)

\_\_\_\_\_  
 CONTRACTOR (Signature)

\_\_\_\_\_  
 HARRISON COUNTY BOARD OF SUPERVISORS  
 (Printed name and title)

\_\_\_\_\_  
 AMERICAN TENNIS COURTS, INC.  
 (Printed name and title)

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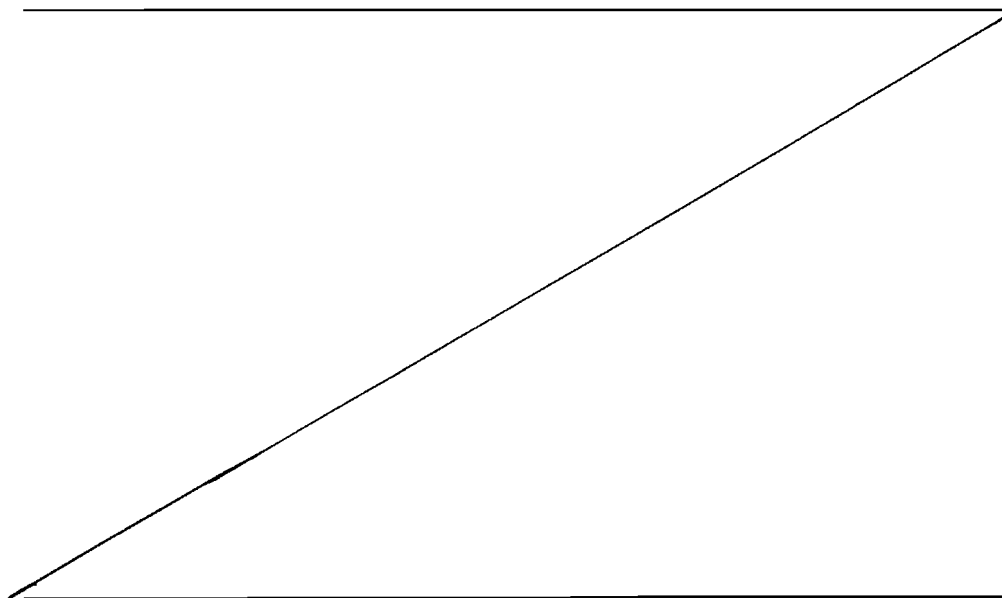
**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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5. The Board does hereby find, upon the recommendation of Moran, Seymour & Associates, Inc., Project Engineers, that the bid of American Tennis Courts, Inc., in the amount of ONE HUNDRED FORTY-FOUR THOUSAND SIX HUNDRED THREE AND 00/100 DOLLARS (\$144,603.00) is the lowest bid meeting specifications and, therefore, the best received for the Tennis Complex at the Recreational Facilities for Harrison County located in D'Iberville, Mississippi, and that said bid is reasonable and fair and should be accepted. It is, therefore,

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, upon the recommendation of Moran, Seymour & Associates, Inc., Project Engineers, that the bid of American Tennis Courts, Inc. be, and the same is HEREBY ACCEPTED for the Tennis Complex at the Recreational Facilities for Harrison County located in D'Iberville, Mississippi, at and for a consideration of ONE HUNDRED FORTY-FOUR THOUSAND SIX HUNDRED THREE AND 00/100 DOLLARS (\$144,603.00); the Board does HEREBY AUTHORIZE the Board President to execute the contract in connection with said project, same being as follows, to-wit:

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

**Standard Form of Agreement Between Owner and  
Contractor where the basis of payment is a STIPULATED SUM**

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AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

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AGREEMENT made as of the Fifth day of October in the year of Nineteen Hundred and Ninety-Eight.

*(In words, indicate day, month and year)*

**BETWEEN the Owner:**

*(Name, address and other information)*

Harrison County Board of Supervisors

Post Office Drawer CC

1801 23rd Ave.

Gulfport, Mississippi 39502

**and the Contractor**

*(Name, address and other information)*

American Tennis Courts, Inc.

163 North Florida Street

Mobile, Alabama 36607

**The Project is:**

*(Name and location)*

Tennis Complex at the Recreational Facility

D'Iberville, Mississippi

**The Architect Engineer is:**

*(Name, address and other information)*

Moran, Seymour & Associates, Inc.

249 Beauvoir Road

Biloxi, Mississippi 39531

The Owner and Contractor agree as follows.

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and

AIA DOCUMENT A101 -OWNER - CONTRACTOR AGREEMENT - 1997 EDITION - AIA - COPYRIGHT 1997 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON, D.C. 20006-5292. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

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# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.  
*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 60 days from the date of commencement, or as follows:  
*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)*

Liquidated damages in the sum of \$500.00 for each consecutive calendar day thereafter shall be assessed.

#### ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Forty-Four Thousand Six Hundred & Three Dollars and No Cents Dollars (\$ 144,603.00 ), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)*

4.3 Unit prices, if any, are as follows:  
n/a

#### ARTICLE 5 PAYMENTS

##### 5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the ~~Architect~~ Engineer by the Contractor and Certificates for Payment issued by the ~~Architect~~ Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

5.1.3 Provided that an Application for Payment is received by the ~~Architect Engineer~~ not later than the 15th day of a month, the Owner shall make payment to the Contractor not later than the 10th day of the month. If an Application for Payment is received by the ~~Architect Engineer~~ after the application date fixed above, payment shall be made by the Owner not later than 45 days after the ~~Architect Engineer~~ receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the ~~Architect Engineer~~ may require. This schedule, unless objected to by the ~~Architect Engineer~~, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the ~~Architect Engineer~~ has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the ~~Architect Engineer~~ shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:  
*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*  
 n/a

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## 5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect Engineer.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's Engineer final Certificate for Payment, or as follows:

**ARTICLE 6 TERMINATION OR SUSPENSION**

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

**ARTICLE 7 MISCELLANEOUS PROVISIONS**

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

n/a

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

n/a

7.3 The Owner's representative is:

*(Name, address and other information)*

n/a

7.4 The Contractor's representative is:

*(Name, address and other information)*

n/a

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

7.6 Other provisions:

n/a

**ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS**

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows:

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

Document	Title	Pages
n/a		
<p><b>8.1.4</b> The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:  <i>(Either list the Specifications here or refer to an exhibit attached to this Agreement.)</i></p>		
Section	Title	Pages
<u>Project Specifications</u>	<u>Technical Specifications</u>	<u>90</u>

**8.1.5** The Drawings are as follows, and are dated unless a different date is shown below:  
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Number	Title	Date
<u>98-038</u>	<u>Tennis Complex at the Recreational Facility, D'Iberville, MS</u>	<u>September 1998</u>

**8.1.6** The Addenda, if any, are as follows:

Number	Date	Pages
<u>No. 1</u>	<u>Add. No. 1 - 9/15/98</u>	<u>2 pages</u>

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

**8.1.7** Other documents, if any, forming part of the Contract Documents are as follows:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

**ALL REFERENCES TO "ARCHITECT" SHOULD BE INTERPRETED AS "ENGINEER".**

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the ~~Architect~~ Engineer for use in the administration of the Contract, and the remainder to the Owner.

\_\_\_\_\_  
 OWNER (Signature)

\_\_\_\_\_  
 CONTRACTOR (Signature)

\_\_\_\_\_  
 HARRISON COUNTY BOARD OF SUPERVISORS  
 (Printed name and title)

\_\_\_\_\_  
 AMERICAN TENNIS COURTS, INC.  
 (Printed name and title)

ALA DOCUMENT A101 - OWNER - CONTRACTOR AGREEMENT - 1997 EDITION - AIA - COPYRIGHT 1997 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON, D.C. 20006-5292. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **DAVID V. LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

---

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following Order:

**ORDER REJECTING THE BID FROM W.I. KEYES CONSTRUCTION  
FOR THE ERNEST MELVIN SENIOR CITIZEN CENTER, SAME HAVING  
BEEN RECEIVED THROUGH THE MAIL AFTER BIDS WERE  
OFFICIALLY CLOSED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY REJECT the bid from W.I. Keyes  
Construction for the Ernest Melvin Senior Citizen Center, same having been  
received through the mail after bids were officially closed.

Supervisor **ROBIN ALFRED MIDCALF** seconded the motion to adopt the  
above and foregoing Order, whereupon the President put the question to a  
vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

The motion having received the affirmative vote from the majority of  
the Supervisors present, the President then declared the motion carried and  
the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

---

Supervisor **DAVID V. LAROSA, SR.** moved adoption of the following

Order:

**ORDER RESCINDING ORDER RECORDED IN MINUTE BOOK 311,  
PAGE 352, ADOPTED ON SEPTEMBER 8, 1998 REGARDING TAX  
SALES THAT WERE PREVIOUSLY APPROVED FOR PAYMENT ON  
AUGUST 26, 1998, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY RESCIND order recorded in Minute  
Book 311, page 352, adopted on September 8, 1998 regarding tax sales that  
were previously approved for payment on August 26, 1998, as follows:

- 1) \$2,291.49 for Parcel No. 1410J-05-011.000.
- 2) \$251.49 for Parcel No. 0911D-01-039.000.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the  
above and foregoing Order, whereupon the President put the question to a  
vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>DAVID V. LAROSA, SR.</b> voted	AYE
Supervisor <b>ROBIN ALFRED MIDCALF</b> voted	AYE
Supervisor <b>C. T. SWITZER, JR.</b> voted	AYE

The motion having received the affirmative vote from the majority of  
the Supervisors present, the President then declared the motion carried and  
the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

---

Supervisor **DAVID V. LAROSA, SR.** moved adoption of the following  
 Order:

**ORDER ACKNOWLEDGING RECEIPT OF THE MINUTES OF THE  
 SPECIAL MEETING HELD BY THE HARRISON COUNTY  
 WASTEWATER AND SOLID WASTE MANAGEMENT DISTRICT FOR  
 THE WASTEWATER TREATMENT FACILITIES REVENUE REFUNDING  
 BONDS, SERIES 1998A, AS PER COPY ON FILE WITH THE  
 CHANCERY CLERK'S OFFICE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
 MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of the Minutes  
 of the Special Meeting held by the Harrison County Wastewater and Solid  
 Waste Management District for the Wastewater Treatment Facilities Revenue  
 Refunding Bonds, Series 1998A, as per copy on file with the Chancery Clerk's  
 Office.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the  
 above and foregoing Order, whereupon the President put the question to a  
 vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

The motion having received the affirmative vote from the majority of  
 the Supervisors present, the President then declared the motion carried and  
 the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

---

Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER APPROVING CLAIMS, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payment of the following claims:

1) \$10,533.48 to Dukes, Dukes, Keating & Faneca, P.A., Invoice No. 17050 for services rendered on the Long Beach Water Management District.

2) \$11,262.43 to Dukes, Dukes, Keating & Faneca, P.A., for services rendered in the following matters:

- a) \$8,250.25 for Landrum, deceased.
- b) \$1,126.56 for Arboleda vs. Smith.
- c) \$1,039.65 for Gipson, et al. vs. Chauvin, et al.
- d) \$454.10 for Bishop vs. Board of Supervisors, et al.
- e) \$391.87 for Lyle, IV, et al. vs. Price & Gaston.

Supervisor **DAVID V. LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>DAVID V. LAROSA, SR.</b> voted	AYE
Supervisor <b>ROBIN ALFRED MIDCALF</b> voted	AYE
Supervisor <b>C. T. SWITZER, JR.</b> voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

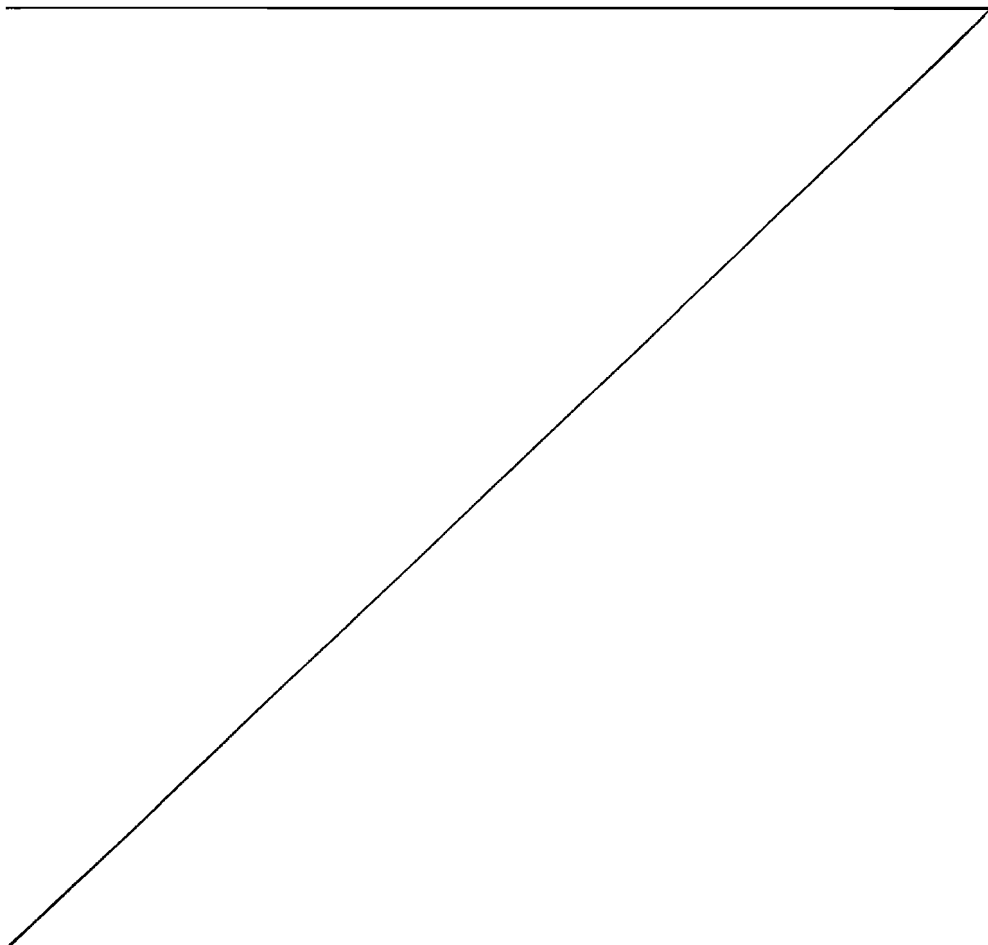
**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following  
Order:

**ORDER ACKNOWLEDGING RECEIPT OF AND SPREADING UPON  
THE MINUTES OF THE BOARD THE ORDER OF THE STATE TAX  
COMMISSION APPROVING THE RECAPITULATION OF  
ASSESSMENTS OF REAL AND PERSONAL PROPERTY OF  
HARRISON COUNTY, MISSISSIPPI FOR THE YEAR 1998**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of and  
spreading upon the Minutes of the Board the Order of the State Tax  
Commission approving the Recapitulation of Assessments of Real and  
Personal Property of Harrison County, Mississippi for the year 1998, same  
being in the following form, words, and figures, to-wit:



# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

Form 71-025  
(Replaces 27006)  
3/82

19 98

#### RECAPITULATION OF ASSESSMENTS OF REAL AND PERSONAL PROPERTY OF

HARRISON COUNTY, STATE OF MISSISSIPPI  
as of the first day of January, 19 98 as shown by the ROLLS thereof, made by the Assessor  
of said County; equalized by the Board of Supervisors of said County at its

JULY, 19 98 meeting; and further equalized, and corrected, fixed, revised, and  
perfected, by said Board at its AUGUST, 19 98 meeting, after considering all  
objections made thereto; (said rolls being on file in the office of the Clerk of said Board in the

CITY of GULFPORT  
in said County), to-wit:

**FILED**  
SEP 14 1998  
THE STATE TAX COMMISSION  
BY P.S.

Classes of Personal Property	1 True Value of All Properties Reflected in Columns 2 and 3				Ratio %	2 Assessed Valuation (Use whole dollars no cts.)			3 DO NOT INCLUDE VALUE IN COLUMN 2	
	Billions	Millions	Thousands	Hundreds		Millions	Thousands	Hundreds	A	B
A. Automobiles	522	976	510	30	156	892	953			
B. Mobile Homes		50	033	567	15	7	505	035		
1. Furniture & Fixtures Commercial and/or Industrial	300	894	308	15	44	736	924	1	397	289
2. Machinery and Equipment All Types	441	923	432	15	63	334	379	2	2954	151
3. Leased Equipment	56	474	673	15	8	367	955	3	103	288
4. Inventories—Stock and Trade	271	838	178	15	39	429	335	4	1346	493
5. Banks (Intangibles Only)			334	15			50	5		
6. Money, Debits or Notes								6		
7. Miscellaneous			8	276	15			7	12	41
C. Grand Total	1 644	149	278		320	266	631	C		
Total subject to Leases Tax										
D. New Industries Subject to State Tax Only & School Tax								D	4802	462

Total Number of Personal Property Parcels Assessed 6671

#### INDUSTRIAL AND MANUFACTURING PLANTS INCLUDED IN VALUES ABOVE

3  
Subject to Sec. 27-39-329  
and School Tax

No.	Subject To All Taxes Local and State	Ratio %	Subject To All Taxes Local and State	
				e
				f
				g
				h
				i
				j
				k
				l
				m

#### REAL PROPERTY—19 98

3  
DO NOT INCLUDE VALUE  
IN COLUMN 2

Class of Land	No.	Acres	1 True Value of All Properties Reflected in Columns 2 and 3				Ratio %	2 Assessed Valuation			3 NEW INDUSTRIES Subject to Sec. 27-39-329 and School Tax	
			Billions	Millions	Thousands	Hundreds		Millions	Thousands	Hundreds	A	B
3. Platted Country Lands	23	119		561	572	070	10	56	157	207	3	
4. Buildings and Improvements thereon			1	685	686	490	10	168	568	649	4	
5. Mineral & Oil Leases (Do not add acres in base)											5	
6. Cultivable Lands, Value (?) (excluding improvements)	28	442		83	360	693	15	12	305	466	6	198 638
8. Buildings & Improvements on Country Lands				76	841	553	15	10	488	178	8	1038 055
9. Uncultivable Lands (Exc. improvements & timber)	128	101	10	25	501	300	15	3	825	195	9	
12. Real Estate in Cities, Towns & Villages	63	379		764	746	047	15	114	383	117	12	328 790
13. Buildings & Improvements thereon			1	273	770	187	15	189	842	857	13	1222 671
A. Total acreage & val- uation Subject to taxation	243	041	4	471	478	340		555	570	669	14	2788 154
14. U.S. Government Lands	6	557									14	
15. Exempt Land & School Lands not taxable	7	181									15	
16. State, County, Municipal Land	3	361									16	
17. Acres assessed by Tax Commission											17	
TOTAL LAND IN COUNTY	260	140										
B. Lands subject to lease taxes											B	
C. New Industries Subject to State Tax Only & School Tax											C	2788 154

Total Number of Real Property Parcels Assessed

81895

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

#### CERTIFICATE OF BOARD OF SUPERVISORS

To the State Tax Commission of the State of Mississippi:

In compliance with the requirements of Section 27-35-111, Mississippi Code of 1972, we the undersigned, constituting the Board of Supervisors of HARRISON County, State of Mississippi, do hereby certify:

That we have, this day, carefully compared the recapitulations appearing on the reverse side hereof with the assessment rolls of real and personal property, as of the first day of January, 1998 that said recapitulations contain true, correct and complete statements of the final totals of said rolls as finally fixed and revised by said Board at its AUGUST 1998 meeting; that said recapitulations are in all things true and complete, and are hereby transmitted in good faith to comply with the requirements of said section.

Witness our signatures, this the 31st day of AUGUST, 1998.

THE BOARD OF SUPERVISORS OF SAID COUNTY

By [Signature]  
President and Member from District No. 2

By [Signature]  
Member from District No. 3

By [Signature]  
Member from District No. 4

By \_\_\_\_\_  
Member from District No. 1

and By [Signature]  
Member from District No. 5

STATE OF MISSISSIPPI

CERTIFICATE OF CHANCERY CLERK

County of HARRISON

I, the undersigned, the Clerk of the Chancery Court of HARRISON County, State of Mississippi and Ex-Officio Clerk of the Board of Supervisors of said County do hereby certify:

That I have carefully verified the footings of the pages and recapitulations of the rolls of assessments as of the first day of January, 1998, of the real and personal property of said County, and have carefully compiled the foregoing statements appearing on the reverse side hereof, that said statements are true, correct and complete statements of the final totals of the quantities and valuations of said rolls, as finally equalized, fixed, corrected, revised and perfected by the said Board of Supervisors at the AUGUST, 1998 meeting and that said statements are in all things true, correct and complete recapitulations of said rolls; and I do hereby further certify that the foregoing are the signatures of the members of the said Board of Supervisors.

Witness my hand and seal of office, this the 31st day of AUGUST, 1998.

(SEAL)

[Signature]  
Clerk, Board of Supervisors

—Do not write below this line—

#### ORDER OF STATE TAX COMMISSION

It appearing to the satisfaction of the State Tax Commission of the State of Mississippi, after visiting the several counties of the State, conferring with the Assessors thereof, and studying the values of the various classes of properties therein, the economic conditions thereof, and the methods employed by the Assessors and Supervisors in making and equalizing the assessments, thereof, (and having received recapitulation from more than three-fourths of the counties of the State) and after making a careful examination of the recapitulation of the assessment rolls of Real and Personal Property of the several counties, and a comparison of the assessment therein contained, that the assessments of the various classes of Real and

Personal property of said assessment rolls of HARRISON

County for the tax year 1998 as shown by the foregoing statements (appearing on the reverse side hereof) are reasonably equal and uniform with the assessments of the other counties of the state, as approved as changed by the orders of this Commission

IT IS THEREFORE, ORDERED, That said assessment rolls and the assessments therein contained by and are hereby approved, and the Board of Supervisors of said County are hereby directed to have copies of said rolls made and certified to the Tax Collector and to the Commission in accordance with the requirements of Section 27-35-123 of the Code of 1972 and its further ordered that the Secretary of this Commission be and he is hereby directed to certify a copy of this order to the President of the Board of Supervisors of said County.

Ordered and adjudged, this the 30th day of September, 1998.

#### CERTIFICATE OF SECRETARY OF TAX COMMISSION

As Secretary of the State Tax Commission of the State of Mississippi, I do hereby certify that the above and foregoing is a true and correct copy of an order of the State Tax Commission adopted on the date therein stated, and as shown in the Minutes of the said Commission

Witness my signature this the 30th day of September, 1998.

[Signature]  
Secretary, State Tax Commission

Order not valid without signature of The Secretary

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **DAVID V. LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>DAVID V. LAROSA, SR.</b> voted	AYE
Supervisor <b>ROBIN ALFRED MIDCALF</b> voted	AYE
Supervisor <b>C. T. SWITZER, JR.</b> voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

---

Supervisor **DAVID V. LAROSA, SR.** moved adoption of the following Order:

**ORDER APPROVING PAYMENT OF CLAIMS AS RECOMMENDED BY ASSOCIATED ADJUSTERS, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payment of the following claims, as recommended by Associated Adjusters:

- 1) \$18,047.17 to Titan Indemnity Co.
- 2) \$13,861.82 to Titan Indemnity Co.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

---

Supervisor **DAVID V. LAROSA, SR.** moved adoption of the following Order:

**ORDER DECLARING ASSET #0881, ONE (1) USED GENERATOR, AS JUNKED AND AUTHORIZING THE SALE OF SAME TO STONE COUNTY FOR THE SUM OF \$100.00**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY DECLARE Asset #0881, one (1) used generator, as JUNKED; and the Board does further HEREBY AUTHORIZE the sale of same to Stone County for the sum of \$100.00.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

---

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following Order:

**ORDER ACCEPTING THE LOW BID OF STARKS CONTRACTING CO.,  
INC. IN THE AMOUNT OF \$138,600.00 FOR THE RUDY MORAN  
CONCESSION STAND, AS RECOMMENDED BY MORAN, SEYMOUR  
& ASSOCIATES, INC., PROJECT ENGINEER, AND AUTHORIZING  
THE BOARD PRESIDENT TO EXECUTE THE CONTRACT**

WHEREAS, the Board of Supervisors does hereby find as follows:

1. That this Board, at a meeting heretofore held on the 21st day of July 1998, adopted an Order authorizing and directing the Clerk of the Board to cause publication to be made of Advertisement for Bids for Rudy Moran Concession Stand, located in Harrison County, Mississippi.

2. That as directed in the aforesaid Order, said Advertisement for Bids was published in The Sun Herald newspaper, a newspaper published and having a general circulation in Harrison County, Mississippi for more than one (1) year next immediately preceding the date of said Order directing publication of said Notice, and that the Publisher's Affidavit of Proof of Publication has been filed with the Clerk of this Board, by said Clerk exhibited to the Board, and shows that said Advertisement for Bids was published on the 25th and 26th days of July 1998.

3. That publication of said Advertisement for Bids has been made once each week for two (2) consecutive weeks, the last of which was at least seven (7) working days prior to August 24, 1998, the day fixed for receiving said bids in the Order identified in paragraph one thereof, said Proof of Publication being in the following form, words, and figures, to-wit:

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
OCTOBER 1998 TERM

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary Public of Harrison County, Mississippi, personally appeared [Signature] who, being by me first duly sworn, did depose and say that she is a clerk of [Signature]

[Signature], a newspaper published in the city of [Signature], in Harrison County, Mississippi, and that publication of the notice, a copy of which is hereto attached, has been made in said paper 2 times in the following numbers and on the following dates of such paper, viz:

- Two Paper Vol. 114 No. 288 dated 25 day of Oct 1998
Two Paper Vol. 114 No. 289 dated 26 day of Oct 1998
Paper Vol. No., dated day of , 19
Paper Vol. No., dated day of , 19
Paper Vol. No., dated day of , 19
Paper Vol. No., dated day of , 19
Paper Vol. No., dated day of , 19

Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

[Signature] Clerk

Sworn to and subscribed before me this 20 day of [Signature], A.D., 1998.

My Commission Expires 10/15/99 [Signature] Notary Public

Printer's Fee \$
Furnishing proof of publication \$
TOTAL \$

ADVERTISEMENT FOR BIDS
Harrison County, Mississippi
The Harrison County Board of Supervisors, Gulfport, Mississippi will receive bids for:
RUDY MORAN PARK CONCESSION STAND
HENRY BECK PARK CONCESSION STAND
RECREATIONAL FACILITY EQUIPMENT STORAGE BUILDING
at HARRISON COUNTY, MISSISSIPPI, at the BOARD MEETING ROOM, FIRST JUDICIAL COURTHOUSE, GULFPORT, MISSISSIPPI, UNTIL 10:00 o'clock A.M. August 24th, 1998, and then at said office bids will be publicly opened and read aloud. Bids are invited for the project as detailed in the contract drawings and specifications. The Scope of Work includes but is not limited to the following: construct three (3) concrete block buildings including plumbing, HVAC, electrical, and any other incidental work required to complete the Project, as shown in the Plans and Contract Documents.
Drawings, including Contract Documents, are on file at the office of Moran, Seymour & Associates, Inc. 249 Beauvoir Road, Biloxi, Mississippi 39531, upon payment of \$75.00 deposit. Any unsuccessful bidder, upon returning such set promptly and in good condition will be refunded \$25.00. A certified check or bank draft payable to the order of Harrison County, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder, and an acceptable surety, in an amount equal to five percent (5%) of the total bids is required for the project entitled:
RUDY MORAN PARK CONCESSION STAND
HENRY BECK PARK CONCESSION STAND
RECREATIONAL FACILITY EQUIPMENT STORAGE BUILDING
All bids submitted in excess of \$50,000.00 by a prime subcontractor to do any erection, building, construction, repair, maintenance or related work, must comply with Section 31-3-21, Mississippi Code of 1972, by having a current Certificate of Responsibility from the State Board of Public Contractors. The current Certificate of Responsibility Number SHALL be indicated on the exterior of the sealed bid envelope before it can be opened.
ALL BIDS SUBMITTED FOR \$50,000.00 OR LESS SHALL BE SO MARKED ON THE EXTERIOR OF THE SEALED BID ENVELOPE.
The owner reserves the right to reject any or all bids or to waive any informalities in the bidding. Bids may be held by the Owner for a period, not to exceed thirty (30) days for the date of the opening for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding the Contract.
By Order of the Board of Supervisors adopted the 21st of July, 1998.
John McAdams
Clerk of the Board of Supervisors
Harrison County, Mississippi
By: /s/ Frances Glynn DC
Frances Glynn, Deputy Clerk
D-86, 4v. 25, 26 176352

- 4. That at its meeting on August 17, 1998, this Board appointed its representatives to receive said bids on August 24, 1998.
5. That bids were received at the time and place and in the manner provided in said Advertisement for Bids. The following bids were received:

Bid Date: Aug. 24, 1998, 10:00 a.m.  
 Deposit: \$75,000  
 Bid Place: Gulfport Courthouse,  
 Board Meeting Room,  
 1st Judicial Dist.

**BID TABULATION FORM**

8/24/98

**RUDY MORAN, HENRY BECK CONCESSION STANDS, RECREATIONAL FACILITY**

CONTRACTOR	ADD 1	ADD 2	CERT. OF RESP.	BID BOND	RUDY MORAN CONCESSION	HENRY BECK CONCESSION	RECREATIONAL FACILITY	TOTAL BID
STARKS CONTRACTING CO. 1535 POPPS FERRY ROAD BILOXI, MS 39532 PHONE: 392-4584 FAX: 392-4565	X	X	1068	5%	\$ 138,600.00	\$ 73,000.00	\$ 49,000.00	\$ 258,000.00
GULF COAST CONTRACTORS INC. P.O. BOX 6837 D'IBERVILLE, MS 39532 PHONE: 392-2786 FAX: 39532	X	X	05862	5%	\$ 148,140.00	\$ 72,800.00	\$ 52,500.00	\$ 273,440.00
LLOYD MOON INC. 282 LAMEUSE BILOXI, MS 39533 PHONE: 374-8666 FAX: 374-6677	X	X	03420	5%	\$ 172,761.00	\$ 85,000.00	\$ 75,000.00	\$ 330,000.00
				%	\$	\$	\$	\$
				%	\$	\$	\$	\$
				%	\$	\$	\$	\$

MORAN, SEYMOUR ASSOCIATES, INC.

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

BID PROPOSAL

Place Harrison County Board of Supervisors  
Chickasaw, Miss.  
Date August 24, 1998

Proposal of Shuff Coast Contractors Inc  
(hereinafter called "Bidder"), organized and existing under the laws of the State of Miss.  
doing business as Shuff Coast Contractors Inc.\*

Harrison County Board of Supervisors, (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for:

**RUDY MORAN PARK CONCESSION STAND**  
**HENRY BECK PARK CONCESSION STAND**  
**RECREATIONAL FACILITY EQUIPMENT STORAGE BUILDING**

having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete Rudy Moran Park Concession Stand within 120 calendar days and all three buildings within 180 calendar days as stated hereafter in this proposal. Bidder further agrees to pay as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph B of the Supplemental General Conditions.

Bidder acknowledges receipt of the following addendum:

- 1- Dtd 8-18-98
- 2- Dtd 8-21-98

\*Insert corporation, partnership or individual as applies.

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Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following lump sum prices.

RUDY MORAN PARK CONCESSION STAND 148,140.00  
 One Hundred Forty Eight Thousand One Hundred Forty Dollars

HENRY BECK PARK CONCESSION STAND 72,800.00  
 Seventy Two Thousand Eight Hundred Dollars

RECREATIONAL FACILITY EQUIPMENT STORAGE BUILDING 52,500.00  
 Fifty Two Thousand Five Hundred Dollars

GRAND TOTAL 273,440.00  
 Two Hundred Seventy Three Thousand Four Hundred Forty Dollars

(Amounts are to be in both words and figures. In case of discrepancy the amount shown in words will govern.)

Bidder understands that the Owner reserves the right to reject any or all bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The bid security attached in the sum of 5% Amount Bid (\$ \_\_\_\_\_) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder understands that the Owner reserves the right to reject any or all bids.

Respectfully submitted:

By Dennis V. Hallie

Title V. P.

(SEAL if by corporation)

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Address:

Gulf Coast Contractors Inc  
P.O. Box 6837  
D'IBERVILLE, MS 39532

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
GULF COAST CONTRACTORS, INC., P.O. BOX 6837, D'IBERVILLE, MS. 39532, as principal, and  
THE OHIO CASUALTY INSURANCE COMPANY \_\_\_\_\_ as Surety, are hereby  
held and firmly bound unto HARRISON COUNTY BOARD OF SUPERVISORS  
HARRISON COUNTY, MISSISSIPPI \_\_\_\_\_ as Owner  
in the penal sum of FIVE PERCENT (5%) OF THE AMOUNT BID \_\_\_\_\_

for the payment of which, well and truly to be made, we hereby jointly and severally bind  
ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 24TH day of AUGUST, 19 98.

The Condition of the above obligations is such that whereas the Principal has submitted to  
HARRISON COUNTY BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI a certain Bid,  
attached hereto and hereby made a part hereof to enter into a contract in writing, for the \_\_\_\_\_  
RUDY MORAN PARK CONCESSION STAND, HENRY BECK PARK CONCESSION STAND,  
RECREATIONAL FACILITY EQUIPMENT STORAGE BUILDING

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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shall, in no event, exceed the penal amount of this obligation as herein stated. The surety, for value received, hereby stipulated and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

GULF COAST CONTRACTORS, INC.

*Dennis V. Hallie, Jr.* (L.S.)  
Principal

THE OHIO CASUALTY INSURANCE COMPANY  
Surety

By: *Catherine Fountain*  
Catherine Fountain, Attorney-In-Fact  
Mississippi Resident Agent

**IMPORTANT:** Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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CERTIFIED COPY OF POWER OF ATTORNEY  
 THE OHIO CASUALTY INSURANCE COMPANY  
 HAMILTON, OHIO

No 32-835

**Know All Men by These Presents:** That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint: **Troy P. Wagener or Jim E. Brashier or Belinda Tubbs or Catherine Fountain of Biloxi, Mississippi** its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance **SIX MILLION (\$6,000,000.00) DOLLARS**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

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

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

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this **9th day of January, 1998**.



*Sam Lawrence*

Sam Lawrence, Assistant Secretary

STATE OF OHIO,  
 COUNTY OF BUTLER

On this **9th day of January, 1998** before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY, to me personally know to be the individual and officer described in, and who executed the preceding instrument, and he acknowledge the execution of the same, and being by me duly sworn depose and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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

Hamilton,



*Barbara Hoffman*

Notary Public in and for County of Butler, State of Ohio  
 My Commission expires **September 25, 2002**.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"ARTICLE VI"

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any office of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this **24TH** day of **AUGUST** A.D., 19 **98**



S-4300-CSG (12/96)

*Mad E. Schmidt*

Assistant Secretary

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

BID PROPOSAL

Place Biloxi, Mississippi

Date August 24, 1998

Proposal of LLOYD T. MOON INCORPORATED  
 (hereinafter called "Bidder"), organized and existing under the laws of the State of Mississippi,  
 doing business as a Corporation.

Harrison County Board of Supervisors, (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for:

RUDY MORAN PARK CONCESSION STAND  
 HENRY BECK PARK CONCESSION STAND  
 RECREATIONAL FACILITY EQUIPMENT STORAGE BUILDING

having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete Rudy Moran Park Concession Stand within 120 calendar days and all three buildings within 180 calendar days as stated hereafter in this proposal. Bidder further agrees to pay as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph B of the Supplemental General Conditions.

Bidder acknowledges receipt of the following addendum:

Addendum #1 dated August 18, 1998

Addendum #2 dated August 21, 1998

\*Insert corporation, partnership or individual as applies.

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following lump sum prices.

RUDY MORAN PARK CONCESSION STAND One hundred seventy two thousand  
seven hundred sixty one & no/100 dollars ----- (\$172,761.00)

HENRY BECK PARK CONCESSION STAND Eight five thousand & No/100 dollars --  
----- (\$85,000.00)

RECREATIONAL FACILITY EQUIPMENT STORAGE BUILDING  
Seventy five thousand & No/100 dollars ----- (\$75,000.00)

GRAND TOTAL Three hundred thirty thousand & no/100' dollars-- (\$330,000.00)

(Amounts are to be in both words and figures. In case of discrepancy the amount shown in words will govern.)

Bidder understands that the Owner reserves the right to reject any or all bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The bid security attached in the sum of 5% of Total Bid

(\$ ) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder understands that the Owner reserves the right to reject any or all bids.

Respectfully submitted: LLOYD T. MOON INCORPORATED

By *Norma C. Thibodeaux*

Title Norma C. Thibodeaux, Vice President  
(SEAL if by corporation)

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Address:

LLOYD T. MOON INCORPORATED

P. O. Box 1165

Biloxi, MS 39533-1165

Miss. Certificate of Responsibility No. 03420

Miss. Contractor's Special Privilege Tax

License No. 026469

City of Biloxi Privilege Tax

License No. 8-010100

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
 LLOYD T. MOON INCORPORATED, P.O. BOX 1165, BILOXI, MS 39533 \_\_\_\_\_, as principal, and  
 UNITED STATES FIDELITY AND GUARANTY COMPANY \_\_\_\_\_ as Surety, are hereby  
 held and firmly bound unto HARRISON COUNTY, MISSISSIPPI \_\_\_\_\_ as Owner  
 in the penal sum of FIVE PERCENT (5%) OF THE AMOUNT BID-----  
 for the payment of which, well and truly to be made, we hereby jointly and severally bind  
 ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 24TH day of AUGUST, 19 98.

The Condition of the above obligations is such that whereas the Principal has submitted to  
 HARRISON COUNTY, MISSISSIPPI \_\_\_\_\_ a certain Bid,  
 attached hereto and hereby made a part hereof to enter into a contract in writing, for the \_\_\_\_\_  
 RUDY MORAN PARK CONCESSION STAND, HENRY BECK PARK CONCESSION STAND,  
 RECREATIONAL FACILITY EQUIPMENT STORAGE BUILDING  
 \_\_\_\_\_  
 \_\_\_\_\_

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder

**MINUTE BOOK**  
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shall, in no event, exceed the penal amount of this obligation as herein stated.  
The surety, for value received, hereby stipulated and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

LLOYD T. MOON INCORPORATED

Lloyd T. Moon (L.S.)  
Principal Lloyd T. Moon, President

UNITED STATES FIDELITY AND GUARANTY COMPANY  
Surety

By: Catherine Fountain  
Catherine Fountain, Attorney-In-Fact  
Mississippi Resident Agent

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

1810459

### United States Fidelity and Guaranty Company

Power of Attorney

No. 110818



Know all men by these presents: That United States Fidelity and Guaranty Company, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Jim Eley Brashier, Troy P. Wagener, Belinda Tubbs and Catherine Fountain

of the City of Biloxi, State of Mississippi its true and lawful Attorney(s)-in-Fact each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said United States Fidelity and Guaranty Company, has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Assistant Secretary, this 27th day of March, A.D. 19 98.

United States Fidelity and Guaranty Company,



(Signed) By Jim E. Brashier  
Vice President

(Signed) By Thomas E. Huibregtse  
Assistant Secretary

State of Maryland )

SS:

Baltimore City )

On this 27th day of March, A.D. 19 98, before me personally came Gary A. Wilson, Vice President of United States Fidelity and Guaranty Company, and Thomas E. Huibregtse, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Gary A. Wilson and Thomas E. Huibregtse were respectively the Vice President and the Assistant Secretary of the said United States Fidelity and Guaranty Company, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the 1st day of August, A.D. 19 98.



(Signed) By Thomas E. Huibregtse  
Notary Public

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the United States Fidelity and Guaranty Company on September 24, 1992:

**Resolved**, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

**Resolved**, That Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Huibregtse, an Assistant Secretary of the United States Fidelity and Guaranty Company, do hereby certify that the foregoing are true excerpts from the Resolutions of the said Company as adopted by its Board of Directors on September 24, 1992 and that these Resolutions are in full force and effect.

I, the undersigned Assistant Secretary of the United States Fidelity and Guaranty Company, do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the United States Fidelity and Guaranty Company, on this 24TH day of AUGUST, 19 98



Thomas E. Huibregtse  
Assistant Secretary



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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BID PROPOSAL

Place BILOXI, MISSISSIPPI

Date AUGUST 24, 1998

Proposal of STARKS CONTRACTING CO., INC.  
 (hereinafter called "Bidder"), organized and existing under the laws of the State of MS,  
 doing business as A CORPORATION \*

Harrison County Board of Supervisors, (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for:

RUDY MORAN PARK CONCESSION STAND  
 HENRY BECK PARK CONCESSION STAND  
 RECREATIONAL FACILITY EQUIPMENT STORAGE BUILDING

having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete Rudy Moran Park Concession Stand within 120 calendar days and all three buildings within 180 calendar days as stated hereafter in this proposal. Bidder further agrees to pay as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph B of the Supplemental General Conditions.

Bidder acknowledges receipt of the following addendum:

ADDENDUM #1, DATED 08/18/98

ADDENDUM #2, DATED 08/21/98

\*Insert corporation, partnership or individual as applies.

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Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following lump sum prices.

RUDY MORAN PARK CONCESSION STAND \$138,600<sup>00</sup> ONE HUNDRED  
 THIRTY EIGHT THOUSAND & SIX HUNDREDS & NO/100 DOLLARS

HENRY BECK PARK CONCESSION STAND \$73,000<sup>00</sup> SEVENTY THREE  
 THOUSAND & NO/100 DOLLARS

RECREATIONAL FACILITY EQUIPMENT STORAGE BUILDING \$49,000<sup>00</sup>  
 FORTY NINE THOUSAND & NO/100 DOLLARS

GRAND TOTAL \$258,000<sup>00</sup> TWO HUNDRED FIFTY EIGHT  
 THOUSAND & NO/100 DOLLARS

(Amounts are to be in both words and figures. In case of discrepancy the amount shown in words will govern.)

Bidder understands that the Owner reserves the right to reject any or all bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The bid security attached in the sum of FIVE PERCENT OF AMOUNT BID (\$ 5% OF BID ) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder understands that the Owner reserves the right to reject any or all bids.

Respectfully submitted:

By Weldon P. Starks

Title WELDON P. STARKS, PRESIDENT  
 (SEAL if by corporation)

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Address:

STARKS CONTRACTING CO., INC.

1538 POPPS FERRY RD.

P O BOX 6756

BILOXI, MS 39532

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
STARKS CONTRACTING COMPANY, INC., P.O. BOX 6756, BILOXI, MS 39532, as principal, and  
UNITED STATES FIDELITY AND GUARANTY COMPANY \_\_\_\_\_ as Surety, are hereby  
held and firmly bound unto HARRISON COUNTY, MISSISSIPPI \_\_\_\_\_ as Owner  
in the penal sum of FIVE PERCENT (5%) OF THE AMOUNT BID-----  
for the payment of which, well and truly to be made, we hereby jointly and severally bind  
ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 24TH day of AUGUST, 1998.

The Condition of the above obligations is such that whereas the Principal has submitted to  
HARRISON COUNTY, MISSISSIPPI \_\_\_\_\_ a certain Bid,  
attached hereto and hereby made a part hereof to enter into a contract in writing, for the \_\_\_\_\_  
RUDY MORAN PARK CONCESSION STAND, HENRY BECK PARK CONCESSION STAND,  
RECREATIONAL FACILITY EQUIPMENT STORAGE BUILDING

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder


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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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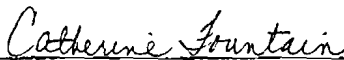
shall, in no event, exceed the penal amount of this obligation as herein stated.  
The surety, for value received, hereby stipulated and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

STARKS CONTRACTING COMPANY, INC.

 (L.S.)  
Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY  
Surety

By:   
Catherine Fountain, Attorney-In-Fact  
Mississippi Resident Agent

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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1810463

United States Fidelity and Guaranty Company

Power of Attorney

No. 110818



Know all men by these presents: That United States Fidelity and Guaranty Company, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Jim Eley Brashier, Troy P. Wagener, Belinda Tubbs and Catherine Fountain

of the City of Biloxi, State of Mississippi its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said United States Fidelity and Guaranty Company, has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Assistant Secretary, this 27th day of March, A.D. 1998.



United States Fidelity and Guaranty Company, (Signed) By [Signature] Vice President

(Signed) By [Signature] Assistant Secretary

State of Maryland ) Baltimore City )

On this 27th day of March, A.D. 1998, before me personally came Gary A. Wilson, Vice President of United States Fidelity and Guaranty Company, and Thomas E. Huibregtse, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Gary A. Wilson and Thomas E. Huibregtse were respectively the Vice President and the Assistant Secretary of the said United States Fidelity and Guaranty Company, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the 1st day of August, A.D. 1998.



(Signed) By [Signature] Notary Public

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the United States Fidelity and Guaranty Company on September 24, 1992:

Resolved, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

Resolved, That Attorney(s)-in-Fact shall have the power and authority and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Huibregtse, an Assistant Secretary of the United States Fidelity and Guaranty Company, do hereby certify that the foregoing are true excerpts from the Resolutions of the said Company as adopted by its Board of Directors on September 24, 1992 and that these Resolutions are in full force and effect.

I, the undersigned Assistant Secretary of the United States Fidelity and Guaranty Company, do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the United States Fidelity and Guaranty Company, on this 24TH day of AUGUST, 1998



[Signature] Assistant Secretary

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**Standard Form of Agreement Between Owner and  
Contractor where the basis of payment is a STIPULATED SUM**

AIA Document A101-1997  
1997 Edition -Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

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AGREEMENT made as of the Fifth day of October in the year of Nineteen Hundred and Ninety-Eight  
*(In words, indicate day, month and year)*

**BETWEEN the Owner:**

*(Name, address and other information)*  
Harrison County Board of Supervisors  
Post Office Drawer CC  
1801 23rd Ave.  
Gulfport, Mississippi 39502

**and the Contractor**

*(Name, address and other information)*  
Starks Contracting Co.  
1535 Poppas Ferry Road  
Biloxi, Mississippi 39532

**The Project is:**

*(Name and location)*  
Rudy Moran Park Concession Stand  
D'Iberville, Mississippi

**The Architect-Engineer is:**

*(Name, address and other information)*  
Moran, Seymour & Associates, Inc.  
249 Beauvoir Road  
Biloxi, Mississippi 39531

The Owner and Contractor agree as follows.

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and

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Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3.1** The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

**3.2** The Contract Time shall be measured from the date of commencement.

**3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than 120 days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)*

**ARTICLE 4 CONTRACT SUM**

**4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Thirty-Eight Thousand Six Hundred Dollars (\$ 138,600.00 ), subject to additions and deductions as provided in the Contract Documents.

**4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)*

n/a

**4.3** Unit prices, if any, are as follows:

n/a

**ARTICLE 5 PAYMENTS**

**5.1 PROGRESS PAYMENTS**

**5.1.1** Based upon Applications for Payment submitted to the ~~Architect~~ Engineer by the Contractor and Certificates for Payment issued by the ~~Architect~~ Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**5.1.3** Provided that an Application for Payment is received by the ~~Architect~~ Engineer not later than the day of a month, the

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Owner shall make payment to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect-Engineer after the application date fixed above, payment shall be made by the Owner not later than days after the Architect-Engineer receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect-Engineer may require. This schedule, unless objected to by the Architect-Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent ( 10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect-Engineer has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect-Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*  
 n/a

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## 5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

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- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the ~~Architect~~ Engineer.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the ~~Architect's~~ Engineer's final Certificate for Payment, or as follows:

**ARTICLE 6 TERMINATION OR SUSPENSION**

- 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.
- 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

**ARTICLE 7 MISCELLANEOUS PROVISIONS**

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

n/a

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

n/a

7.3 The Owner's representative is:

*(Name, address and other information)*

n/a

7.4 The Contractor's representative is:

*(Name, address and other information)*

n/a

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

7.6 Other provisions:

n/a

**ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS**

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows:

Document	Title	Pages
n/a		

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**8.1.4** The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section	Title	Pages
Project Specifications	Technical Specifications	58

**8.1.5** The Drawings are as follows, and are dated unless a different date is shown below:  
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Number	Title	Date
97-076	Rudy Moran Park Concession Stand	September 16, 1998

**8.1.6** The Addenda, if any, are as follows:

Number	Date	Pages
Nos. 1 & 2	Add No. 1 - 8/18/98; Add No. 2 - 8/21/98	1 each

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

**8.1.7** Other documents, if any, forming part of the Contract Documents are as follows:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

**ALL REFERENCES TO "ARCHITECT" SHOULD BE INTERPRETED AS "ENGINEER".**

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect/Engineer for use in the administration of the Contract, and the remainder to the Owner.

OWNER (Signature)

HARRISON COUNTY BOARD OF SUPERVISORS  
 (Printed name and title)

Weldon R. Starks 10/5/98  
 CONTRACTOR (Signature)

WELDON R. STARKS PRESIDENT  
STARKS CONTRACTING CO.  
 (Printed name and title)

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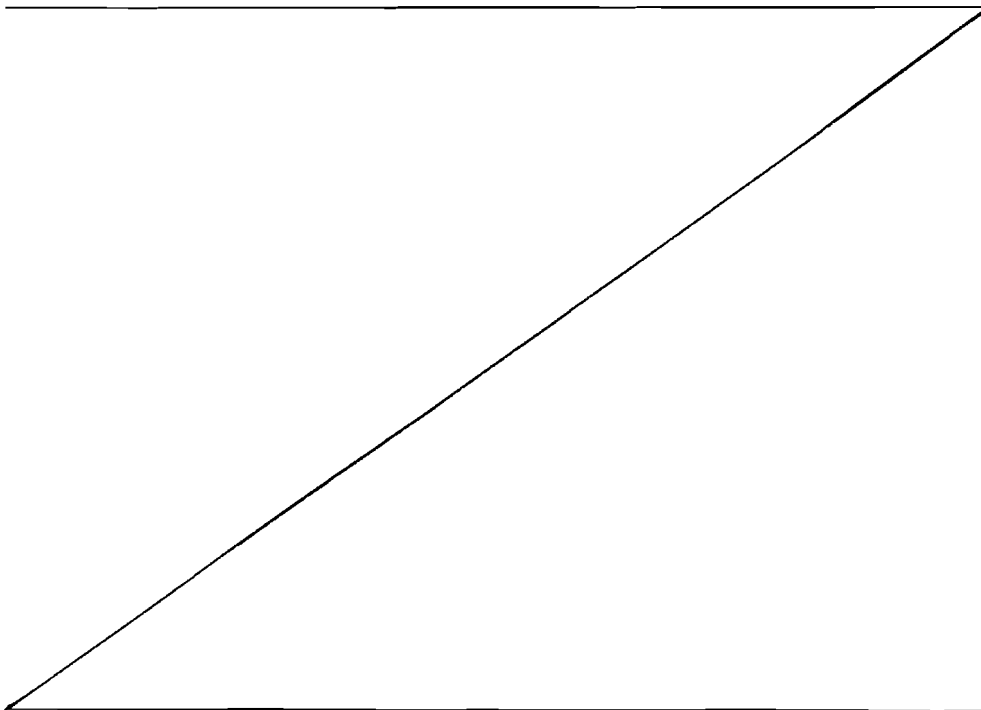
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6. The Board does hereby find, upon the recommendation of Moran, Seymour & Associates, Inc., Project Engineer, that the bid of Starks Contracting Co., Inc. in the amount of ONE HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$138,600.00) is the lowest bid meeting specifications and, therefore, the best received for the Rudy Moran Concession Stand, and that said bid is reasonable and fair and should be accepted. It is, therefore,

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, upon the recommendation of Moran, Seymour & Associates, Inc., Project Engineer, that the bid of Starks Contracting Co., Inc. be, and the same is HEREBY ACCEPTED for the Rudy Moran Concession Stand, at and for a consideration of ONE HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$138,600.00), and the Board does HEREBY AUTHORIZE the Board President to execute the contract in connection with this project, same being as follows:



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**Standard Form of Agreement Between Owner and  
Contractor where the basis of payment is a STIPULATED SUM**

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AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

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AGREEMENT made as of the Sixteenth day of September in the year of Nineteen Hundred and Ninety-Eight  
*(In words, indicate day, month and year)*

**BETWEEN** the Owner:  
*(Name, address and other information)*  
Harrison County Board of Supervisors  
Post Office Drawer CC  
1801 23rd Ave.  
Gulfport, Mississippi 39502

and the Contractor  
*(Name, address and other information)*  
Starks Contracting Co.  
1535 Popps Ferry Road  
Biloxi, Mississippi 39532

The Project is:  
*(Name and location)*  
Rudy Moran Park Concession Stand  
D'Iberville, Mississippi

The Architect-Engineer is:  
*(Name, address and other information)*  
Moran, Seymour & Associates, Inc.  
749 Beauvoir Road  
Biloxi, Mississippi 39531

The Owner and Contractor agree as follows.

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.  
*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 120 days from the date of commencement, or as follows:  
*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)*

**ARTICLE 4 CONTRACT SUM**

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Thirty-Eight Thousand Six Hundred Dollars (\$ 138,600.00 ), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)*  
n/a

4.3 Unit prices, if any, are as follows:  
n/a

**ARTICLE 5 PAYMENTS**

**5.1 PROGRESS PAYMENTS**

5.1.1 Based upon Applications for Payment submitted to the ~~Architect~~ Engineer by the Contractor and Certificates for Payment issued by the ~~Architect~~ Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.1.3 Provided that an Application for Payment is received by the ~~Architect~~ Engineer not later than the day of a month, the

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

Owner shall make payment to the Contractor not later than the day of the month. If an Application for Payment is received by the ~~Architect~~ Engineer after the application date fixed above, payment shall be made by the Owner not later than days after the ~~Architect~~ Engineer receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the ~~Architect~~ Engineer may require. This schedule, unless objected to by the ~~Architect~~ Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent ( 10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the ~~Architect~~ Engineer has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the ~~Architect~~ Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:  
*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*  
 n/a

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## 5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

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**MINUTE BOOK**  
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- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the ~~Architect~~ Engineer.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the ~~Architect's~~ Engineer's final Certificate for Payment, or as follows:

**ARTICLE 6 TERMINATION OR SUSPENSION**

- 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.
- 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

**ARTICLE 7 MISCELLANEOUS PROVISIONS**

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

*n/a*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

*n/a*

7.3 The Owner's representative is:

*(Name, address and other information)*

*n/a*

7.4 The Contractor's representative is:

*(Name, address and other information)*

*n/a*

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

7.6 Other provisions:

*n/a*

**ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS**

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows:

Document	Title	Pages
<i>n/a</i>		

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section	Title	Pages
Project Specifications	Technical Specifications	58

8.1.5 The Drawings are as follows, and are dated unless a different date is shown below:  
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Number	Title	Date
97-076	Rudy Moran Park Concession Stand	September 16, 1998

8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
Nos. 1 & 2	Add No. 1 - 8/18/98; Add No. 2 - 8/21/98	1 each

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

**ALL REFERENCES TO "ARCHITECT" SHOULD BE INTERPRETED AS "ENGINEER".**

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect/Engineer for use in the administration of the Contract, and the remainder to the Owner.

\_\_\_\_\_  
 OWNER (Signature)

HARRISON COUNTY BOARD OF SUPERVISORS  
*(Printed name and title)*

*William P. Starks* 4/16/98  
 \_\_\_\_\_  
 CONTRACTOR (Signature)

WILLIAM P STARKS PRESIDENT  
 STARKS CONTRACTING CO.  
 \_\_\_\_\_  
*(Printed name and title)*

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **ROBIN ALFRED MIDCALF** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>DAVID V. LAROSA, SR.</b> voted	AYE
Supervisor <b>ROBIN ALFRED MIDCALF</b> voted	AYE
Supervisor <b>C. T. SWITZER, JR.</b> voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

---

Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following  
 Order:

**ORDER AMENDING ORDER ADOPTED AUGUST 26, 1998,  
 RECORDED IN MINUTE BOOK 311, PAGE 70, TO READ AS  
 FOLLOWS: ORDER AUTHORIZING ADVERTISEMENT OF COUNTY  
 RESOURCES FOR THE YEAR 2000 NOBLE CONFERENCE TO BE  
 HELD IN HARRISON COUNTY IN THE AMOUNT OF \$5,000,  
 PAYABLE FROM ESCROW FUNDS**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
 MISSISSIPPI, that the Board does HEREBY AMEND its Order adopted August 26,  
 1998, recorded in Minute Book 311, page 70, to read as follows: Order  
 authorizing advertisement of County resources for the year 2000 NOBLE  
 Conference to be held in Harrison County in the amount of \$5,000, payable  
 from Escrow Funds.

Supervisor **DAVID V. LAROSA, SR.** seconded the motion to adopt the  
 above and foregoing Order, whereupon the President put the question to a  
 vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>DAVID V. LAROSA, SR.</b> voted	AYE
Supervisor <b>ROBIN ALFRED MIDCALF</b> voted	AYE
Supervisor <b>C. T. SWITZER, JR.</b> voted	AYE

The motion having received the affirmative vote from the majority of  
 the Supervisors present, the President then declared the motion carried and  
 the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*

*Order received by 10/19/98*

**MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
OCTOBER 1998 TERM**

Supervisor **DAVID V. LAROSA, SR.** moved adoption of the following Order:

**ORDER ACCEPTING DONATION OF THE HOUSE LOCATED AT 749 OAKLEIGH AVENUE, GULFPORT, MISSISSIPPI, WHICH PREVIOUSLY HOUSED THE OFFICES OF RSVP, AND AUTHORIZING MOVING OF SAME TO COUNTY PROPERTY**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACCEPT donation of the house located at 749 Oakleigh Avenue, Gulfport, Mississippi, which previously housed the offices of RSVP, and authorizing moving of same to County property.

Supervisor **ROBIN ALFRED MIDCALF** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

- Supervisor **BOBBY ELEUTERIUS** voted AYE
- Supervisor **LARRY BENEFIELD** voted AYE
- Supervisor **DAVID V. LAROSA, SR.** voted AYE
- Supervisor **ROBIN ALFRED MIDCALF** voted AYE
- Supervisor **C. T. SWITZER, JR.** voted AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*

Suggested improvements for security to the Gulfport Courthouse will be discussed after the next Board meeting.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER APPROVING TRAVELS, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the following travels:

1) Tony Bond, Harrison County Fire Service Training Officer, travel to Jackson, MS May 24-28, 1999 to attend training course at the Mississippi State Fire Academy (Course fee: \$210).

2) Carleen Shaw, Justice Court, travel to Jackson, Mississippi October 8-9, 1998 to attend Justice Court Judge's seminar.

Supervisor **DAVID V. LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>DAVID V. LAROSA, SR.</b> voted	AYE
Supervisor <b>ROBIN ALFRED MIDCALF</b> voted	AYE
Supervisor <b>C. T. SWITZER, JR.</b> voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

---

Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER APPROVING SOLE SOURCE PURCHASE OF A WRITING  
MACHINE FROM STENOGRAPH IN THE AMOUNT OF \$4,216.10  
AND PAYABLE FROM ACCOUNT 001 169 933**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE sole source purchase of a writing machine from Stenograph in the amount of \$4,216.10 and payable from Account 001 169 933, in accordance with the following:

## Memorandum

---

To: John McAdams  
CC: J.N. Randall, Jr., Chancellor  
From: Kay Larson, CSR 1243  
Date: August 18, 1998  
Subject: Court Reporting Equipment

---

As you know, I was hired July 1, 1998, as Chancery Court Reporter for J.N. Randall, Jr., Chancellor.

Judge Randall's former reporter, Myrna Cody, retired. Myrna was a penwriter and consequently did not have the equipment needed for a machine writer.

I have enclosed quotes on the equipment needed. You will find three quotes attached for a desktop and monitor. The least expensive quote is for a Dell notebook computer at \$3,545. (Please note that the quotes from Dell and CSP are for two notebooks.) I would request that we purchase the Dell computer.

The Stenograph machine with cables and case is \$4,216.

I will continue to use my personal StenoCat software, but I will need a "Home Key" to be purchased for court use. The "Home Key" is \$595.

The total amount of equipment requested is \$8,356. It is my understanding that in the past Harrison, Hancock and Stone Counties have split the cost of the court reporters' equipment. Harrison County paid 85 percent, Hancock paid 10 percent, and Stone County paid 5 percent. This breaks down to Harrison County paying \$7,102.60, Hancock County paying \$835.60, and Stone County paying \$417.80.

If you have any questions or need further information, please let me know.

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

08/18/98 18:51:38

DELLFAX 1-15-&gt;

8651646 DELL COMPUTER CORP

Page 082

**DELL****QUOTATION**

KAY LARSON  
 MS 8TH DISTRICT CHANCERY COURT  
 P O BOX 659  
 GULFPORT, MS 395020659

August 18 1998

SKU #	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
220-0833	2	Inspiron D233XT, Pentium II, 13.3"XGA Active Matrix Display 16MB SDRAM Mem Pre-Installed Floppy Drive Included	3,106.00	6,212.00
310-0459	2	Port replicator for all Inspiron Factory Installed		
311-1211	2	16MB Base Ram with 16MB 1DIMM and 32MB 1DIMM, 64 MB total memory for Dell Inspiron Factory Installed		
313-0191	2	56K PCMCIA, X2 MODEM, US Robotics for Dell Inspiron Notebooks, Factory Installed		
313-0343	2	10/24X Internal CD ROM, For all Inspiron, Factory Install		
340-0475	2	Floppy Drive Spare Cable, All Inspiron Factory Installed		
340-1049	2	6.4GB Hard Drive, 12.5MM Inspiron, Factory Installed		
420-2084	2	Windows 98' CD for Inspiron, Factory Install		
430-0900	2	3COM 10/100, Cardbus LAN Card, FOR Dell Inspiron Notbooks, Factory Installed		
900-5330	2	Portable Rapid Response,	.00	.00

For your convenience, we have listed your sales representative,  
 your quote number and your customer number which will provide  
 you with faster service when you are ready to place your order.

Sales Representative:  
 TROY FLORES

Prices and tax rates are subject to change.  
 Business and Personal Leasing provided by Dell Financial Services, an independent entity.  
 Leasing Documentation Fee \$55

Quote #: 20136653  
 Customer #: 4039412

DELL MARKETING L.P.  
 (800) 981-3355 EXT 67461

ONE DELL WAY, ROUND ROCK, TX 78682  
 (800) 433-9527 SALES REP FAX

REV-C

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

08/18/98 18:52:12

DELLFAX 1-15-&gt;

8651646 DELL COMPUTER CORP

Page 003

# DELL QUOTATION

KAY LARSON  
 MS 8TH DISTRICT CHANCERY COURT  
 P O BOX 659  
 GULFFORT, MS 395020659

August 18, 1998

SKU #	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
900-5332	2	Initial Year, PCSS Portable Rapid Response, 2 Year Extended, PCSS	.00	.00
412-0072	2	MS Office Small Business Edition 97.2, CD & Manual, US English, Factory Install		
81030-23	2	VIEWSONIC EA771B 17" (16.0" VI	439.00	878.00

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, is subject to the applicable Dell standard terms of sale.

SUB-TOTAL	7,090.00
TAX	.00
SHIPPING & HANDLING	.00
OTHER	.00
TOTAL	\$7,090.00

Thank you for calling Dell

For your convenience, we have listed your sales representative, your quote number and your customer number which will provide you with faster service when you are ready to place your order.

Sales Representative  
TROY FLORES

Prices and tax rates are subject to change.  
 Business and Personal Leasing provided by Dell Financial Services, an independent entity.  
 Leasing Documentation Fee \$55

Quote #: 20136658  
 Customer #: 4039412

DELL MARKETING L.P.  
 (800) 981-3355 EXT 67461

ONE DELL WAY, ROUND ROCK, TX 78682  
 (800) 433-9527 SALES REP FAX

REV-C



# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

System Type: Solo 5100 SE

<http://srcapps/shell/cgi/MAquote.pl>

Account Executive: Burl Keating  
 Phone: 800.779.2000 Ext32902  
 Fax: 605.232.2715

Attention: ATTN: PATTY/ LIZ BARLOW  
 Address:  
 Phone:  
 Fax: 228.865.1636  
 GW Quote #: 08041037  
 Quote Date: 08/04/98 16:07 CST

## Solo 5100 SE

### QUOTE

Screen: 14.1" XGA Active Matrix Color Display  
 Processor: Intel 233MHz Pentium II Processor w/512K Cache  
 Memory: 64MB SO-DIMM SDRAM \*\* added: \$99 \*\*  
 Graphics Accelerator: 64-Bit Accelerator w/ 2MB Video Memory  
 Zoomed Video Port: Zoomed Video Port  
 Hard Drive: 6.4GB Ultra ATA hard drive \*\* added: \$198 \*\*  
 Floppy Drive: 1.44MB 3.5" Modular Floppy Disk Drive  
 CD-ROM: 8X min./20X max. CD-ROM Drive  
 Multimedia Package: 16-bit Software Wavetable Audio w/Stereo Speakers, Internal Microphone,  
 Headphone/Speaker Jack, Line-in and Line-out Mic Jacks NTSC OUT  
 Keyboard: Full-Size 88-key Keyboard with MS Windows 95 Keys  
 Mouse: EZ Pad<sup>®</sup> Plus Pointing Device  
 Operating System: Microsoft Windows 98  
 Application Software: Microsoft Works on CD  
 Additional Software: McAfee Anti-Virus Software  
 Expansion Slots: Two deep socketed PCMCIA Type II slots  
 Battery: Lithium Ion battery and AC Pack  
 Carrying Case: Casual Carrying Case  
 External ports: USB, Parallel, Serial, VGA, PS/2 and Infrared Ports  
 Dimensions: 12.7" x 9.7" x 1.6"  
 Gateway Solo Full Docking Station: Gateway Solo Full Docking Station \*\* added: \$593 \*\*  
 Certifications: FCC Class B, UL and CSA certified

Configured Price: US \$ 3216.00  
 Quantity: 1  
 Total Delivered Price: US \$ 3216.00

Comments: Black 104+ Keyboard..add \$25.00 EV 700 17" Monitor...add \$332.00 VX 900 19" Monitor...add \$560.00

When placing your order, please attach this quote to your purchase order.  
 A copy of this quote will be held for a period of 90 days after 08/04/98.

MASTERCARD, VISA, AMERICAN EXPRESS, and NOVUS/DISCOVER accepted. C.O.D., CASHIERS'S CHECK acceptable within the continental United States. All prices and configurations are subject to change without notice or obligation. Prices do not include shipping and handling or any applicable taxes. Many Gateway products are engineered to Gateway specifications, which may vary from the retail versions of the software and/or hardware in functionality, performance or compatibility. All Gateway Pentium, Pentium Pro, and Pentium II systems have passed the Microsoft Millennium year 2000 test suite. Gateway cannot be responsible for any bundled software that improperly sets, resets, or calculates dates. These issues are not related to the hardware and operating system, and cannot be corrected by Gateway. Call 1-800-846-2000 or write to us at Gateway 2000, Inc., 610 Gateway Drive, North Sioux City, SD 57049 for a free copy of our limited warranty, on-site service agreements, and installation agreements. These agreements give you specific legal rights, and you may also have other rights, which may vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, so any such limitation or exclusion may not apply to you.

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

05/16/1992 03:04

001-436-0195

CSP

PAGE 01



185 PORTER AVE BILOXI, MS 39530  
 TEL: 228-374-8913 FAX: 228-436-0195

CUSTOMER QUOTE TO: PATTY BODIN  
 FAX: 228-865-1836  
 FROM: LEO HENDERSON, CSP

ITEM	PRICE
<b>2 EACH TROGON LAPTOP MODEL # B131</b>	<b>\$5,980.00</b>
INCLUDING:	
PENTIUM II 266 MHz PROCESSOR	
512 PIPELINE BURST CACHE	
64 MB SD RAM	
8.0 HARD DRIVE	
24X CD ROM	
64 BIT TRIDENT VIDEO W/4 MEG SGRAM	
32 BIT 3D SOUND	
56K V90 DATA/FAX MODEM	
1.44 FLOPPY DRIVE	
14.1" ACTIVE MATRIX (TFT) DISPLAY	
WINDOWS 98	
VIDEO IN, S VIDEO OUT	
LITHIUM ION BATTERY	
AC ADAPTER	
CARRYING CASE	
USB SUPPORT X2	
1 SERIAL PORT	
1 PRINTER PORT	
1 PS2 MOUSE/KEYBOARD PORT	
WARRANTY, 3 YEAR PARTS AND 1 YEAR LABOR	
2 EACH 64 MB SDRAM	\$270.00
2 EACH 56K V90 PCMCIA FAX/MODEM	\$260.00
2 EACH PORT REPLICATOR (AVAILABLE IN 1999)	<del>\$430.00</del>
1 EACH 17" .28 SVGA MONITOR	\$319.95
1 EACH EXTERNAL KEYBOARD	\$19.95
<b>SUBTOTAL</b>	<b>\$7,279.90</b>
<b>TAX</b>	<b>\$509.59</b>
<b>TOTAL</b>	<b>\$7,789.49</b>

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

07/21/98 02:34 FAX

**Stenograph**

Stenograph, L.L.C. • 1500 Bishop Court • Mount Prospect, Illinois 60056  
 847-803-1400 • 800-323-4247 • SALES 800-228-2339

**FAX TRANSMISSION**

DATE: 7/20/98 PAGES (INCL. COVER) 3

TO Kay Jarson  
 FAX #  
 FROM Joanne Schuler X2106  
 FAX #

If you have any problems receiving this transmission, please call the sender at 800-228-2339.

MESSAGE Kay,  
 When you are ready to order please have your purchasing agent sign both pages and fax back with the court's p.o. and a copy of your tax exempt certificate.  
 Writers are busy to order and can take up to a week after we receive your order.  
 Any questions please call Joanne 800/323-4247 X2106.  
 My fax # is 847/803-1089.  
 Thank you!

Now available...a great new book from Stenograph for only \$19<sup>95</sup>:

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# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

07 11/08 02:34 FAX

*Writer*

002

Stenograph, L.L.C.  
1500 Bishop Court  
Mt. Prospect, IL 60056  
Phone: 800 - 323 - 4247  
Fax: 847 - 803 - 1097

### Purchase Agreement

6/98

Stenograph, L.L.C. ("Stenograph") sells the Equipment to customer named below ("Customer") and Customer purchases the Equipment from Stenograph for business purposes. On the terms and conditions stated on both sides of this Purchase Agreement ("Agreement").

Date of Order 11/20/98 The prices and terms shown below are valid only for a period of 30 days from the "Date of Order"

Personal Account  Firm Account

Shipping Information Customer No. 87352

Customer Harrison County Circuit Court

Harrison County Circuit Court

Address P.O. Box 7933

1801 23rd Ave.

Address Gulfport MS 39506

Gulfport MS 39502

City, State, Zip Gulfport MS 39506

Attn: Kay Larson

Home Phone: \_\_\_\_\_

Work Phone: 228-865-4013

Contact: Kay Larson

Rep: Jeanette Schuler Territory MS

Stentura LX - You must indicate color, keyboard and warranty choice! Includes paper tray, tripod, 2 ribbons, 2 batteries and a soft-sided case.

<input checked="" type="checkbox"/> 3000LX	<input type="checkbox"/> 30050 Onyx	<input type="checkbox"/> 30051 Jade	<input type="checkbox"/> 30052 Pearl Gray	<input type="checkbox"/> 31159 2MB Upgrade (4MB Total)	3995.00	
6000LX	<input type="checkbox"/> 30045 Onyx	<input type="checkbox"/> 30046 Jade	<input type="checkbox"/> 30047 Pearl Gray			
Keyboard	<input type="checkbox"/> 33411 Standard	<input checked="" type="checkbox"/> 33413 DZ	<input type="checkbox"/> 33415 TS	<input type="checkbox"/> 33416 *	<input type="checkbox"/> 33412 DZ * <input type="checkbox"/> 33414 TS *	20.00
Warranty	<input type="checkbox"/> 8000LX <input type="checkbox"/> 33369 Basic (no loaner)	<input checked="" type="checkbox"/> 34055 Bronze	<input type="checkbox"/> 33376 Silver (no loaner)	<input type="checkbox"/> 33377 Gold	<input type="checkbox"/> 33378 Platinum	N/A
	<input type="checkbox"/> 6000LX <input type="checkbox"/> 33370 Basic (no loaner)	<input type="checkbox"/> 34054 Bronze	<input type="checkbox"/> 33372 Silver (no loaner)	<input type="checkbox"/> 33373 Gold	<input type="checkbox"/> 33374 Platinum	
Trade In	<input type="checkbox"/> 33331 Trade In of machine type: _____ S/N: _____					
	Price is predicated on the return of the writer within 30 days or the value of the trade-in discount will be invoiced.					
Starter Kit	<input type="checkbox"/> 33473 Luxury Kit	<input type="checkbox"/> 33474 Basic Kit w/Pads	<input type="checkbox"/> 33475 Basic w/o Pads	<input checked="" type="checkbox"/> 30549 Stentura Realtime Cable		40.00
	A Realtime cable is not included in the writer package. Always order a Starter Kit or the cable.					

DETAILS OF SOFTWARE LICENSE NO. \_\_\_\_\_ DATED \_\_\_\_\_ ARE INCORPORATED BY REFERENCE  
1ST CLASS TRAVELER LITE 161.10

SUB-TOTAL 4216.10  
RATE N/A % TAX \_\_\_\_\_  
TOTAL 4216.10

CASH - Full Payment Due With Order  
 LEASING COMPANY - Purchase Order Required  
 CREDIT CARD: Amex MC Novus Visa \$ \_\_\_\_\_  
Card # \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
Cardholder Name: \_\_\_\_\_  
Cardholder Signature: \_\_\_\_\_

NET 30 Customer P.O.  
Down Payment \$ \_\_\_\_\_  
Balance Due \$ \_\_\_\_\_  
Balance is due 30 days after shipment. Interest will accrue on delinquent payments. Your signature below authorizes Stenograph to make inquiries deemed necessary to determine creditworthiness. Social Security number is required.  
S/S/N: \_\_\_\_\_

I understand that Stenograph is not bound by this Agreement until it is accepted by Stenograph at its home office in Mt. Prospect, Illinois. I further understand that I am obligated to the terms of this Agreement upon execution of said Agreement.

STENOGRAPH, L.L.C.

CUSTOMER

BY: \_\_\_\_\_



BY: \_\_\_\_\_

Title: \_\_\_\_\_  
(For Firm Orders Only)

Date: \_\_\_\_\_

Please indicate your status:  Freelance  Official  Student  Scopist  Owner  Administrator/Purchasing Agent  
PN 02617 ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT.

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

07/11/98 02:34 FAX

#### TERMS AND CONDITIONS

1. **ENTIRE AGREEMENT.** THIS DOCUMENT DESCRIBES THE ENTIRE AGREEMENT BETWEEN YOU AND US, AND REPLACES ANY OTHER ORAL OR WRITTEN COMMUNICATIONS BETWEEN YOU AND US. NO STATEMENTS MADE BY ANY OF OUR REPRESENTATIVES OR AGENTS WHICH ARE NOT INCLUDED IN THIS AGREEMENT SHALL BE BINDING ON US. WE MUST APPROVE ANY CHANGE TO THIS AGREEMENT IN WRITING BEFORE SUCH CHANGE WILL BE EFFECTIVE.

2. **Definitions:**

(a) **You, Your and Yours** mean the customer(s) identified on the front of this Agreement.

(b) **We, Us and Our** mean Stenograph LLC.

(c) **Equipment** means the equipment, if any, listed on this Agreement.

(d) **The Contract** includes all terms, conditions and Agreements incorporated and referenced by the Equipment Purchase Agreement.

3. **Sale of Equipment:** We agree to sell and you agree to buy, the Equipment in accordance with the terms and conditions of this Agreement.

4. **Delivery:** Subject to availability, we will deliver the Equipment within a reasonable time after we have all documents, information, fees and credit approval required for this transaction.

5. **Installation:** You will be responsible for installing the Equipment that you obtain from us.

6. **Training:** It is your responsibility to learn how to use any Equipment that you acquire from us.

7. **Equipment Maintenance:** Except for our obligations under the Limited Warranty described below, if any, you will be responsible for the maintenance and repair of any Equipment that you purchase from us. You can obtain a maintenance contract from us, for an additional fee, for equipment we manufacture.

8. **Warranty Limitations and Disclaimers:**

(a) **Stenograph Products:** We warrant that the Equipment which is manufactured by us will perform in accordance with the published "Stenograph Commercial Warranty" below for the period of time specified therein (the "Warranty Period"). If such Equipment does not perform as warranted, at your sole and exclusive remedy, we will, at our option, either: (1) repair or replace the defective Equipment; or (2) terminate this Agreement, and, after you return it to us, we will refund to you, pro rata, all fees paid to us under this Agreement.

(b) **Disclaimer Of Unrelated Warranties:** The warranty published in the version of the "Stenograph commercial warranty" below, as modified by this agreement, is the only warranty that we are making to you. We are not making, and specifically disclaim, any other warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

9. **Limitation Of Liability:** You understand and agree that if we default on our obligations under this Agreement, or otherwise become liable to you in connection with this transaction, our obligation to pay damages to you will be limited to the amount you paid to us under this Agreement. Under no circumstances will we be liable to you or anyone else for any special, indirect, incidental or consequential damages (including, but not limited to, lost profits, contracts, etc.). Even if we know that those damages may occur. We have charged you a lower price for the equipment than we otherwise would have charged because you agree to this limitation of our liability. You agree not to bring any kind of legal or administrative action against us in connection with this agreement more than two years after the event occurs which is the subject of such action.

10. **Assignment and Payment:**

(a) **Assignment:** You agree to pay us the Total Price shown on the front of this Agreement, plus any applicable taxes, for the Equipment you acquire from us, payment is due at the time that you sign this Agreement and give it to us for signature.

(b) **Payments:** You agree to pay the Total Price (less your down payment) when due, including interest, if applicable, in accordance with the terms shown on the front of this Agreement. If we do not receive payment when due, interest will accrue on the overdue amount, from its due date until paid, at the rate of 1.5% per month, or at the highest rate allowed by law, whichever is less. In addition, you agree to pay all costs involved in collecting overdue accounts, including, but not limited to, reasonable attorney's fees.

(c) **Liabilities:** You warrant to us that you are the sole owner of all equipment, if any, that you are trading in as part of this Agreement, and that such equipment is free from all liens and encumbrances. You agree to return traded in equipment to us, at your expense, within thirty (30) days of the day we take the new Equipment to you.

(d) **Security Interest:** You grant us a security interest in the Equipment. This gives us the right to repossess the Equipment and sell it if you fail to make any payments due to us. This security interest expires when you pay us all amounts due under this Agreement.

12. **Remedy:** We will not be liable for any delay in or failure of performance under this Agreement caused, in whole or in part, by events beyond our reasonable control.

13. **Remedies for Default:** If you default on your obligations under this Agreement or any other agreement with us or contribute to the infringement of copyright, we may withhold any performance due under this Agreement until you cure such default or infringement. If you fail to cure the default within twenty (20) days after we notify you of your default, we may take any of the following actions, without giving you any further notice, except as required by law:

(a) Declare the entire Unpaid Balance that you owe to us, and all accrued interest, taxes, late charges and any other sums due or to become due under this Agreement to be immediately due and payable; and/or

(b) Terminate this Agreement (and any and all other agreements between us related to the Equipment), repossess the Equipment, and sell, lease, rent, or otherwise dispose of the Equipment by public or private offering, without demand or notice, legal process, or prior judicial hearing; and/or

(c) Proceed by appropriate court action to enforce your performance of

(d) Exercise any other remedy available to us under existing law.

14. **Miscellaneous:**

(a) **Severability:** If any of the provisions of this Agreement are found to be invalid by a Court of competent jurisdiction, such provisions shall be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect.

(b) **Headings Not Controlling:** The headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

(c) **GOVERNING LAW, JURISDICTION AND VENUE:** THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS. YOU HEREBY CONSENT TO THE JURISDICTION AND VENUE OF THE COURT OF THE STATE OF ILLINOIS, COOK COUNTY, AND THE UNITED STATES FEDERAL DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION.

(d) **Consent to Breach Not Waiver:** No term or provision of this Agreement shall be deemed waived and no breach shall be deemed excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived or excused. No consent to or waiver of a breach shall constitute a consent to, waiver of, or excuse of any other different or subsequent breach.

(e) **Joint and Several Liability Authorization:** If there is more than one customer named on the front of this Agreement, the liability of each shall be joint and several. You hereby authorize us to insert Equipment serial numbers and other identification in the Equipment description when known, and to correct past errors.

(f) **All Amendments in Writing:** This Agreement may only be changed or modified in writing, executed by Customer and a duly authorized representative of Stenograph located at Stenograph's home office.

#### STENOGRAPH'S SATISFACTION GUARANTEE

STENOGRAPH IS CONFIDENT THAT THE PRODUCTS WE SELL ARE OF THE HIGHEST QUALITY.

However, if your purchase does not fully meet the specifications as outlined in Stenograph's written product descriptions and/or terms and conditions, simply return it to us within 30 days of shipment in its original condition and packaging. At our discretion, we will either repair or replace the item or credit your account.

All shipping fees are your responsibility. A 15% restocking fee will apply.

CAT Software and shorthand writing machines cannot be returned.

Computer hardware and peripherals are subject to the ORIGINAL EQUIPMENT MANUFACTURER'S WARRANTIES.

#### STENOGRAPH COMMERCIAL WARRANTY

Stenograph, LLC, ("Stenograph") warrants the equipment it sells and the software it licenses as follows:

1. **Stenograph Equipment Warranties**

The following equipment, when purchased new from us, is warranted to be free from defects in material and workmanship under normal use and service for a Warranty Period of one (1) year from the date of shipment by us:

- (a) Stenograph Shorthand Machines
- a. Stenura 8000 and Stenura 8000 LX Stenograph Machine
- b. Stenura 6000 and Stenura 6000 LX Stenograph Machine
- c. Stenura 400 SRT Stenograph Machine
- d. Stenura 200 SRT Stenograph Machine

Consumable items are excluded from this warranty. Consumable items, including but not limited to batteries, ribbons, battery chargers, etc., are warranted for a period of ninety (90) days. The QuickCharge is warranted for a period of one (1) year.

2. **Stenograph Software Warranties**

The following software, when licensed from us is warranted to function on a computer in a manner which will allow you to read and translate into the shorthand strokes entered by you on a specially adapted Stenograph shorthand machine, and to edit and print the resulting translated text, under the initial warranty period or otherwise covered under a valid Support Agreement.

- a. Case Catalyst Software
- b. Premier Power Software
- c. RapidWrite Software
- d. Enhancements to above software products

3. **Customer's Limited Remedies**

In the event that any of the foregoing equipment or software does not perform in accordance with the applicable warranty, your exclusive warranty and our only obligation (subsequent to return of the product to us at your expense) is for us, at our option, to use reasonable efforts to correct defects covered by the warranty, or to replace any defective product within a reasonable time.

I HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS

INITIALS  
(Required for Fax)

DATE

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>DAVID V. LAROSA, SR.</b> voted	AYE
Supervisor <b>ROBIN ALFRED MIDCALF</b> voted	AYE
Supervisor <b>C. T. SWITZER, JR.</b> voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*

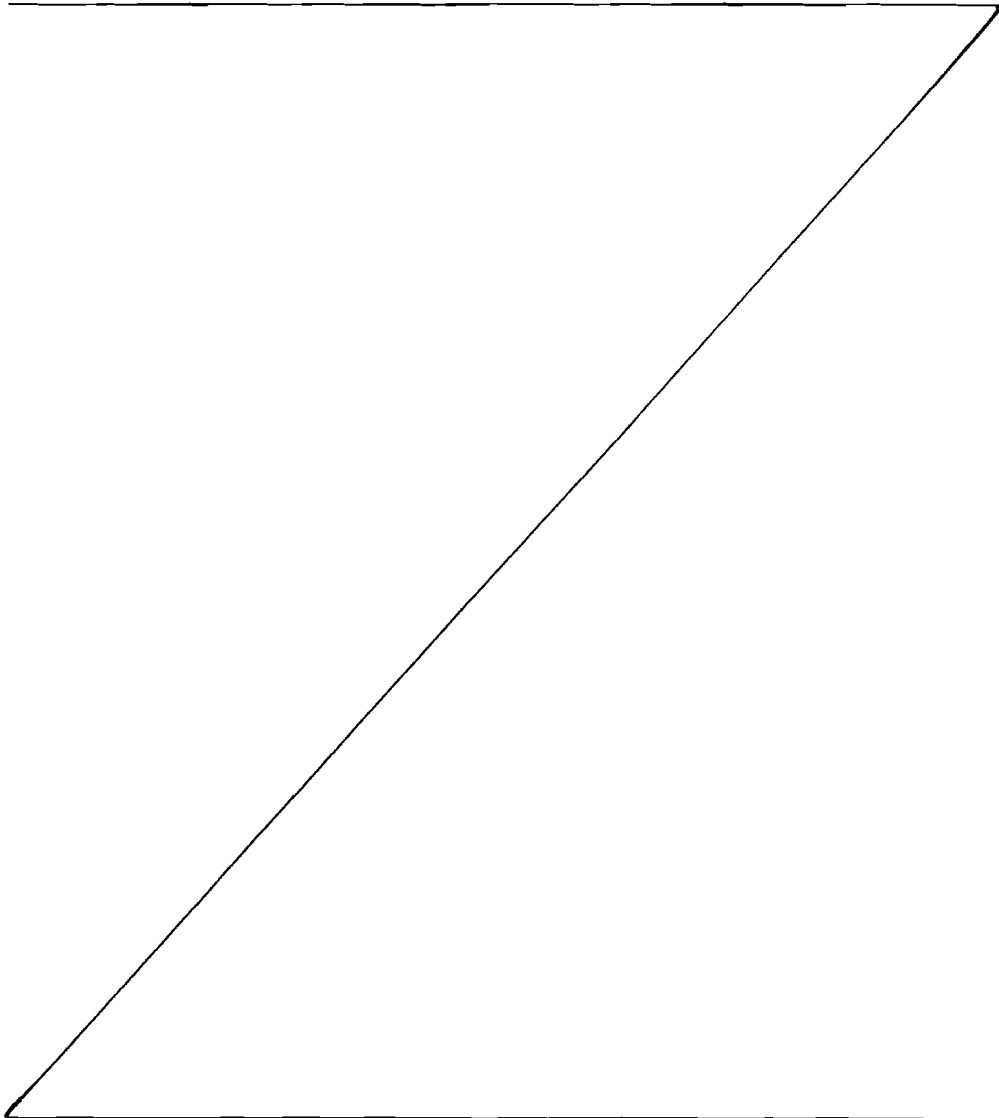
**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following  
Order:

**ORDER ACCEPTING BID #55547 FROM GATEWAY IN THE  
AMOUNT OF \$37,087.00 FOR COMPUTER HARDWARE, PAYABLE  
FROM TOURISM BUDGET**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY ACCEPT Bid #55547 from Gateway in  
the amount of \$37,087.00 for computer hardware, payable from Tourism  
budget, all in accordance with the following:



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

OPEN BIDS - Hugh Keating:

Hugh Keating opened all bids. Bids received were:

BIDDER	SERVER (1)	PC/ WKSTATIONS (15)	WARRANTY	PRINTERS (4)	TOTAL
IKON Office Solutions Gulfport, MS	\$11,834.00	\$36,285.00	Manufact. Warranty	\$1,560.00 HP 6LXI	\$49,679.00
Computerland Biloxi, MS	\$12,942.54	\$34,826.60	Manufact. Warranty	\$1,59.00 HP 6LXI	\$49,318.14
PC Warehouse Brandon, MS	\$10,246.00	\$25,860.00	Manufact. Warranty	\$1,561.64 HP 6LXI	\$37,667.64
UniCopy New Orleans, LA	\$ 7,492.00	\$21,386.00	Manufact. Warranty	\$3,065.00 HP 6LXI	\$31,943.00
Gateway N Sioux City, ND	\$10,374.00	\$23,445.00	Manufact. Warranty	\$3,628.00 HP 6Pse	\$37,087.00
Microcomputer Systems, Inc. Jackson, MS	\$ 9,532.00	\$28,050.00	Manufact. Warranty	\$1,776.00 HP 6LXI	\$39,358.00

It was the consensus of the commissioners to allow Gary Tovey, computer consultant, to review all bids and offer suggestions to the Computer Committee for recommendation to the Commission.

- Computer Report - After reviewing the bids with Gary Tovey, Commissioner Montana moved to accept Gateway's bid of \$37,087 as the lowest and best bid because they provided complete information that satisfies all bid specifications at a price lower than the remaining vendors. Commissioner Montana noted that Unicopy Corporation of Louisiana was the lowest bid received; however, their bid did not specify the brand name of the manufacturer or provide ISO 9002

certification documentation. The motion was seconded by Commissioner Hopkins, and the vice president called the question with the following results:

Commissioner Allen	Voted-----	Yes
Commissioner Bates	Voted-----	Yes
Commissioner Creel	Voted-----	Absent
Commissioner Hopkins	Voted-----	Yes
Commissioner Lutz	Voted-----	Yes
Commissioner McGuire	Voted-----	Absent
Commissioner Montana	Voted-----	Yes
Commissioner Singletary	Voted-----	Absent
Commissioner Watson	Voted-----	Yes

The motion having been duly made, seconded, and a favorable vote received from the Commission, the vice president declared the motion adopted September 15, 1998



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **DAVID V. LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>DAVID V. LAROSA, SR.</b> voted	AYE
Supervisor <b>ROBIN ALFRED MIDCALF</b> voted	AYE
Supervisor <b>C. T. SWITZER, JR.</b> voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER APPROVING PAYMENT OF CLAIMS FOR PAUPER  
 CREMATIONS, AS LISTED, AND AS RECOMMENDED BY HARRISON  
 COUNTY CORONER**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payment of the following claims for pauper cremations, as recommended by the Harrison County Coroner, the pauper's oaths and death certificates being on file with the Clerk of the Board:

1) Bradford O'Keefe Funeral Home in the amount of \$500 for pauper's cremation of Michael Dalessandro.

2) Bradford O'Keefe Funeral Home in the amount of \$500 for pauper's cremation of Stanley Hopkins.

Supervisor **DAVID V. LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER APPOINTING TONI BRISCOE ASSISTANT RECEIVING CLERK  
AND AUTHORIZING BONDING OF SAME**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPOINT Toni Briscoe Assistant Receiving Clerk and authorizing bonding of same.

Supervisor **DAVID V. LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*

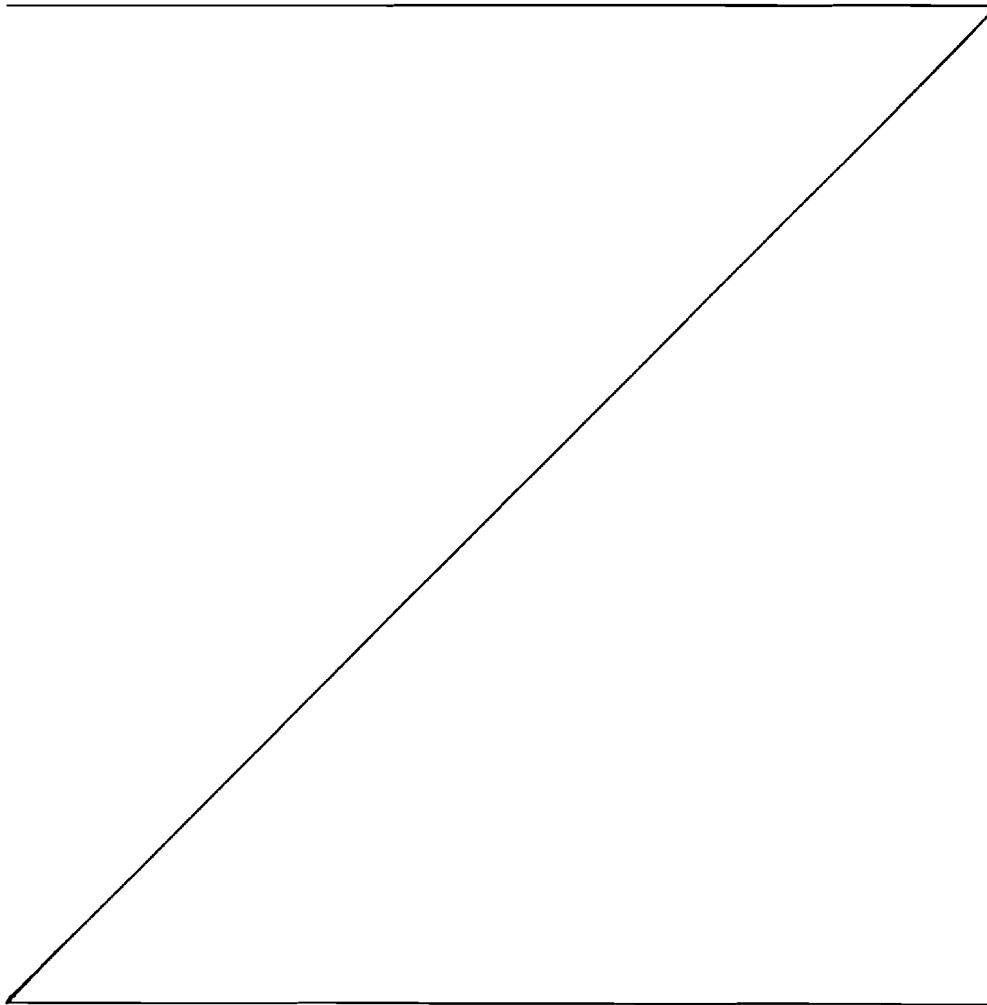
**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **DAVID V. LAROSA, SR.** moved adoption of the following  
Order:

**ORDER APPROVING AGREEMENT BETWEEN HARRISON COUNTY  
AND THE MISSISSIPPI DEPARTMENT OF HUMAN SERVICES FOR  
THE FOOD STAMP PROGRAM WORKFARE PROJECT, AND  
AUTHORIZING THE BOARD PRESIDENT TO EXECUTE SAME**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY APPROVE the agreement between  
Harrison County and the Mississippi Department of Human Services for the  
Food Stamp Program Workfare Project, and authorizing the Board President  
to execute same, same being as follows:



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

---

COOPERATIVE AGREEMENT BETWEEN  
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES  
AND

THIS COOPERATIVE AGREEMENT is made and entered by and between the Food Stamp Employment and Training Program, Mississippi Department of Human Services, hereinafter referred to as "MDHS," and \_\_\_\_\_, hereinafter referred to as "Workfare Site Manager".

MDHS is an agency of the State of Mississippi charged with the responsibility of operating and administering a food stamp program in Mississippi in accordance with the Food Stamp Act of 1977, as amended, and its implementing regulations.

MDHS, in conformity with its State Plan adopted pursuant to the Food Stamp Act and its regulations, has implemented an employment and training program for the purpose of assisting members of households participating in the food stamp program in gaining skills, training, or experience that will increase their ability to obtain regular employment.

In order to meet the above stated purpose, MDHS, through its Food Stamp Workfare Program, requires certain nonexempt food stamp recipients to perform work in public or private nonprofit agencies as a condition of eligibility to receive the coupon allotment to which their household is normally entitled.

Workfare Site Manager is a public agency which desires to participate in the Workfare Program by providing job sites for food stamp recipients in coordination with MDHS.

NOW, THEREFORE, in consideration of the mutual interests and benefits to be derived from this Cooperative Agreement, the parties hereto agree to the following terms, provisions, and conditions, to wit:

ARTICLE I.

RESPONSIBILITY OF THE WORKFARE SITE MANAGER:

- A. The Workfare Site Manager agrees to:
1. Furnish all training, equipment and materials necessary for Workfare participant(s) to perform assigned work.
  2. Provide participant(s) with adequate supervision and a safe work environment.

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3. Submit a monthly attendance report and performance evaluation for each participant.
4. Allow each participant the opportunity to apply for unsubsidized job slots should a position become available.
5. Not displace persons currently employed.
6. Not allow any participant to work more than forty (40) hours per week at any time, and be strictly liable in the event of same, for all claims or consequences regarding any participant allowed to work more than forty (40) hours per week under this agreement.
7. Not allow the total hours worked by a participant to exceed the average of thirty (30) hours per week during any given month.

**ARTICLE II.**

**RESPONSIBILITY OF MDHS:**

MDHS agrees to:

1. Determine eligibility for the Workfare Program and refer participants for assignment at job sites of the Workfare Site Manager.
2. Assist worksites in scheduling work hours.
3. As appropriate, notify workfare participants of where and when the participants are to report, to whom participants are to report, a brief description of the duties for a particular placement, the number of hours to be worked and the length of assignment.
4. Pay the administrative costs of planning, implementing and operating the Workfare Program, including those related to participant reimbursement for transportation and other costs reasonably necessary and directly related to participation in the program, in accordance with applicable policies, rules and regulations.
5. Monitor the job sites for compliance with the requirements of the Food Stamp Workfare Program.

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6. Cover all Workfare participants with Workers Compensation Insurance.

**ARTICLE III.**

**PERIOD OF PERFORMANCE:**

This agreement shall become effective upon its approval by the duly authorized representatives of the parties hereto, and shall continue in full force and effect unless terminated as provided herein.

**ARTICLE IV.**

**RELATIONSHIP OF PARTIES:**

It is expressly understood and agreed that MDHS enters into this Agreement with the Workfare Site Manager as an independent contractor and that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Workfare Site Manager as the agent, representative, or employee of MDHS.

**ARTICLE V.**

**TERMINATION FOR CAUSE:**

If, through any cause, Workfare Site Manager shall fail to fulfill in a timely and proper manner, as determined by MDHS, its obligations under this Agreement, or if Workfare Site Manager shall violate any of the covenants, agreements, or stipulations of this Agreement, MDHS shall thereupon have the right to terminate the Agreement by giving written notice to Workfare Site Manager of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

**ARTICLE VI.**

**TERMINATION FOR CONVENIENCE OF MDHS OR WORKFARE SITE MANAGER:**

Either party to this agreement may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

**ARTICLE VII.**

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**OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS:**

All data, documents, notes, programs, data bases (and all application thereof), files reports, studies and/or other material collected or prepared by Workfare Site Manager, which are required to be maintained under this Agreement or are pertinent to this Agreement, shall be the property of MDHS upon completion of this Agreement or upon termination of this Agreement. MDHS hereby reserves all rights to the data base and all applications thereof and to any and all information and/or materials pertinent to this Agreement.

**ARTICLE VIII.**

**RECORD RETENTION AND ACCESS TO RECORDS:**

Workfare Site Manager shall maintain, and shall make available to MDHS, any state agency authorized to audit MDHS, the federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Agreement. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State or Federal Government has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

**ARTICLE IX.**

**MODIFICATION OF AMENDMENT:**

Modifications, changes or amendments to this Agreement may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this Agreement must be in writing and signed by both parties hereto.

**ARTICLE X.**

**ASSIGNMENT:**

Workfare Site Manager shall not assign or otherwise transfer the obligations incurred on its part pursuant to the terms of this Agreement without the prior written consent of MDHS. Any attempted assignment or transfer of its obligation without such consent shall be wholly void.



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ARTICLE XI.

WAIVER:

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement.

ARTICLE XII.

AVAILABILITY OF FUNDS:

It is expressly understood and agreed that the obligation of MDHS to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of federal and/or state funds. If the funds anticipated for the fulfillment of this Agreement are, at any time, not forth coming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDHS for the payments or performance due under this Agreement, MDHS shall have the right, upon written notice to the Workfare Site Manager, to terminate this Agreement.

ARTICLE XIII.

GOVERNING LAW AND LEGAL REMEDIES:

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi. Workfare Site Manager expressly agrees that under no circumstances shall MDHS be obligated to pay an attorney's fee or the cost of legal action to Workfare Site Manager.

ARTICLE XIV.

SEVERABILITY:

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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ARTICLE XV.

COMPLIANCE WITH LAWS, RULES AND REGULATIONS:

Workfare Site Manager shall comply with all applicable laws, regulations, policies and procedures of the United States of America or any agency thereof, the State of Mississippi or any agency thereof and any local governments or political subdivisions that may affect the performance of services under this Agreement. Specifically, but not limited to by way of inclusion, Workfare Site Manager shall comply with the Food Stamp Act of 1977, as amended, and its implementing regulations, Title VI of the Civil Rights Act of 1964, as amended (P.L. 94-135), Section 504 of the Rehabilitation Act of 1973, as amended and all requirements that no person or party shall be discriminated against in the performance of this Agreement on the basis of race, creed, color, sex, age, national origin or disability.

ARTICLE XVI.

ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

ARTICLE XVII.

NOTICE:

Any notice required or permitted to be given under this Agreement shall be in writing and sent by United States Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below:

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MDHS: Tom Corcoran  
Post Office Box 352  
Jackson, Mississippi 39205

WORK SITE MANAGER:

IN WITNESS WHEREOF, this Agreement has been made and interchangeably executed by the parties hereto in duplicate originals.

Witness my signature this, the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

BY: \_\_\_\_\_  
TOM CORCORAN, DIRECTOR  
DIVISION OF FOOD STAMP EMPLOYMENT & TRAINING

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

Witness my signature this, the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

\_\_\_\_\_  
WORKFARE SITE MANAGER

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

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# **WORKFARE**

## **OVERALL PROGRAM GOALS**

PLACE FOOD STAMP RECIPIENTS INTO MEANINGFUL JOBS

REDUCE FOOD STAMP DEPENDENCY

SAVE TAX DOLLARS

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## **SPECIFIC GOALS**

### **PROVIDE LOCAL AGENCIES**

1. Workers for community services left undone due to budget constraints
2. Provide a screening service of possible new employees for private local industries

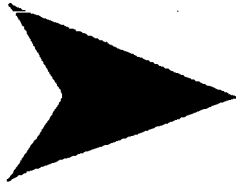
### **PROVIDE FOOD STAMP RECIPIENTS**

1. On the job training
2. A recent work history
3. A recent reference from the local community
4. Contact with community leaders

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**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES**  
**Food Stamp Employment and Training Program**



# WORKFARE

The Mississippi Department of Human Services meets with local community leaders (Mayors, Chiefs of Police, Sheriffs, Boards of Supervisors, clergy, chambers of commerce, legislators) interested in

## Responsibilities of the Workfare Contractor

### *Workfare Contractors provide:*

- Supervision of Workfare participants while they are on the job. Contractors will also complete a short checklist evaluation of Workfare participants' on-the-job performance.
- Local community leaders decide where they need added personnel — hospitals, libraries, courthouses — and what types of jobs they need filled — maintenance workers, file clerks, receptionists. Worksites can be located city, county, state or private non-profit agencies.

## Benefits and Rewards of the Workfare Program

### *Workfare Participants*

- Take responsibility for own well-being
- Gain job experience
- Increase self-esteem
- Obtain local references
- Find and maintain employment

### *Agencies*

- Continue services during times of low revenue
- Benefit from the screening process for prospective employees

### *Local Businesses*

- Benefit from screening of potential employees through the Workfare evaluation of actual work performance
- Gain tax savings by hiring Targeted Jobs Tax Credit (TJTC) employees

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**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES**  
**Food Stamp Employment and Training Program**

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Q and A

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- |   |   |
|---|---|
| 2. What liability does a Workfare participant face, such as in handling equipment?  | 2. The liability should be no different than with regular employees.  |
| 3. Can Workfare participants be used in security situations, say as nightwatchmen, and is bonding required?                                   | 3. Yes, but if bonding is required, then a bond must be obtained by the employer.   |
| 4. What are the specific regulations protecting the regular employee from losing his or her job due to replacement by a Workfare participant? | 4. Federal regulations prohibit regular employees from losing their jobs to Workfare participants, and this protection is guaranteed in the Workfare contract signed by the employer.   |
| 5. Would Workfare participants be used as replacements for striking workers?  | 5. No. Federal regulations prohibit the replacement of a Labor Union member on strike.  |
| 6. Can a Workfare participant work over 30 hours a week? Or on the weekend?   | 6. The maximum number of hours that an individual can participate in training is 120 hours per month. The maximum hours an individual can work is determined by dividing the food stamp coupon allotment by the federal minimum wage. Workfare participants can work on the weekend as long as they do not exceed their maximum number of hours and it does not interfere with their religious beliefs. |
| 7. Will contractors have the opportunity to select from a group of Workfare participants?   | 7. Yes. The Food Stamp Employment and Training staff will refer as many participants as the contractor requires.  |

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Supervisor **ROBIN ALFRED MIDCALF** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>DAVID V. LAROSA, SR.</b> voted	AYE
Supervisor <b>ROBIN ALFRED MIDCALF</b> voted	AYE
Supervisor <b>C. T. SWITZER, JR.</b> voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*

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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following Order:

**ORDER APPROVING THE EMPLOYMENT OF MEADOWS, RILEY,  
 KOENENN & TEEL TO REPRESENT THE BOARD OF SUPERVISORS  
 IN CAUSE NO. A-2401-98-00386 STYLED GRACIE MOSES V.  
 HARRISON COUNTY BOARD OF SUPERVISORS, AND TO REVIEW THE  
 PETITION FOR EARN-TIME CREDITS FOR PUBLIC WORK SERVICE  
 FILED BY CHARLES JAMES SMITH**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
 MISSISSIPPI, that the Board does HEREBY APPROVE the employment of  
 Meadows, Riley, Koenenn & Teel to represent the Board of Supervisors in  
 Cause No. A-2401-98-00386 styled *Gracie Moses V. Harrison County Board of  
 Supervisors*, and to review the petition for earn-time credits for public work  
 service filed by Charles James Smith.

Supervisor **ROBIN ALFRED MIDCALF** seconded the motion to adopt the  
 above and foregoing Order, whereupon the President put the question to a  
 vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

The motion having received the affirmative vote from the majority of  
 the Supervisors present, the President then declared the motion carried and  
 the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*



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There came on for consideration by the Board the matter of a request for the Board to provide adequate street lighting by installing street lights as hereafter listed, located in Supervisor's Voting Districts 2 and 3 and removal from the District 2 list the street light located at 18248 Autry Lane, whereupon Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER APPROVING INSTALLATION OF STREET LIGHTS, AS LISTED, AND ASSUMING THE RESPONSIBILITY FOR ELECTRICAL BILLS ON SAME, AND AUTHORIZING REMOVAL FROM THE DISTRICT 2 LIST THE STREET LIGHT LOCATED AT 18248 AUTRY LANE**

WHEREAS, the Board of Supervisors of Harrison County, Mississippi hereby finds that the Board shall install street lights at the following locations:

- 1) 18825 Oak Ridge Drive, Supervisor's Voting District 2;
- 2) 11511 Pinehurst Place, Supervisor's Voting District 2;
- 3) 17075 Shaw Road, Supervisor's Voting District 2;
- 4) 212 Michigan, Pass Christian Isles, Supervisor's Voting District 3, all

being located in Harrison County, Mississippi, and assume responsibility for electrical bills on same.

The Board further finds that the street light located at 18248 Autry Lane should be removed from the District 2 list of street lights. It is, therefore,

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI that the Board does HEREBY APPROVE installation of street lights in Harrison County, Mississippi, as follows:

- 1) 18825 Oak Ridge Drive, Supervisor's Voting District 2;
- 2) 11511 Pinehurst Place, Supervisor's Voting District 2;
- 3) 17075 Shaw Road, Supervisor's Voting District 2;
- 4) 212 Michigan, Pass Christian Isles, Supervisor's Voting District 3,.

IT IS FURTHER ORDERED BY THE BOARD that the Clerk of the Board be, and he is HEREBY AUTHORIZED AND DIRECTED to advise the electrical company

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involved that the County will assume payment for all future electrical bills, effective this date, for the above street light, to be paid from ROAD FUND.

IT IS FURTHER ORDERED that the Board does HEREBY AUTHORIZE removal from the District 2 list the street light located at 18248 Autry Lane.

Supervisor **DAVID V. LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

- |                                       |     |
|---------------------------------------|-----|
| Supervisor BOBBY ELEUTERIUS voted     | AYE |
| Supervisor LARRY BENEFIELD voted      | AYE |
| Supervisor DAVID V. LAROSA, SR. voted | AYE |
| Supervisor ROBIN ALFRED MIDCALF voted | AYE |
| Supervisor C. T. SWITZER, JR. voted   | AYE |

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following Order:

**ORDER APPROVING PAYROLL FOR THE MONTH OF OCTOBER**  
**1998**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payroll for the month of October 1998.

Supervisor **DAVID V. LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>DAVID V. LAROSA, SR.</b> voted	AYE
Supervisor <b>ROBIN ALFRED MIDCALF</b> voted	AYE
Supervisor <b>C. T. SWITZER, JR.</b> voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*

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Supervisor DAVID V. LAROSA, SR. moved the adoption of the following Resolution:

**A RESOLUTION OF THE HARRISON COUNTY BOARD OF SUPERVISORS MEMORIALIZING THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION TO CONSIDER NAMING THE NEW HIGHWAY 90 OVERPASS AT HENDERSON POINT IN HONOR OF GERALD ROUX, AND FOR RELATED PURPOSES.**

WHEREAS, the Henderson Point - Pass Christian Isles Civic Association, representing over 600 members, has petitioned the Harrison County Board of Supervisors for assistance in naming the new Highway 90 Overpass in Henderson Point in honor of Gerald Roux; and

WHEREAS, a copy of the letter from the Henderson Point - Pass Christian Isles Civic Association is attached as Exhibit "A" to this Resolution; and

WHEREAS, Gerald Roux was a long time resident of the Henderson Point - Pass Christian Isles area, who worked tirelessly on behalf of the residents of this area of Harrison County; and

WHEREAS, Gerald Roux served as President of the Henderson Point - Pass Christian Isles Civic Association for more than ten (10) years, immediately preceding his demise in 1996; and

WHEREAS, some of Gerald Roux's many efforts to improve the area were directed at establishing a sewer and water district in the area; he fought to upgrade the utility service in the area; worked tirelessly to ensure that covenants and restrictions for the area were enforced to preserve the beauty and tranquility of the area, while maintaining the quality of life the residents enjoyed; and he helped many area residents solve individual problems, on a daily basis, often at his own expenses in time and money.

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NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, AS FOLLOWS:

SECTION I. Upon the adoption of this Resolution, the Harrison County Board of Supervisors does hereby memorialize the Mississippi Department of Transportation to consider naming the new Highway 90 Overpass at Henderson Point, Harrison County, in honor of Gerald Roux.

SECTION II. That a certified copy of this Resolution shall be forwarded to the Mississippi Department of Transportation as well as the members of the Harrison County Legislative Delegation.

Supervisor ROBIN ALFRED MIDCALF seconded the motion to adopt the above and foregoing Proclamation whereupon the President put the question to a vote with the following results:

Supervisor	BOBBY ELEUTERIUS	voted,	<u>AYE</u> ,
Supervisor	ROBIN ALFRED MIDCALF	voted,	<u>AYE</u> ,
Supervisor	DAVID V. LAROSA, SR.	voted,	<u>AYE</u> ,
Supervisor	LARRY BENEFIELD	voted,	<u>AYE</u> ,
Supervisor	C.T. SWITZER, JR.	voted,	<u>AYE</u> ,

The majority of the members present having voted in the affirmative, the President then declared the Motion carried and the Proclamation adopted on this the 5th day of October, 1998.

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**Henderson Point - Pass Christian Isles  
 Civic Association**

Post Office Box 465  
 Pass Christian, MS 39571  
 Telephone: (601) 452-3838

September 2, 1998

RE: Naming of the new Highway 90 Overpass (bridge) at Henderson Point

Board of Supervisors, Harrison County  
 Gulfport Courthouse  
 1801 23rd Ave.  
 Gulfport MS 39501

Dear Members of the Board:

The undersigned Members of the Board of the Henderson Point- Pass Christian Isles Civic Association, representing our 600+ members, hereby petition that you name the new overpass in honor of GERALD ROUX, a long-time resident of the Point-Isles area. He served in the U. S. Air Force as an Officer, retiring as a Captain. After retirement he returned to our community and worked on behalf of the residents. For the ten years immediately preceding his demise in 1996, he served as President of the HP-PCI Civic Association, giving countless hours of his time and his energy to better the community. Most notable of his efforts are:

Being the driving force in establishing a Sewer and Water District, (Henderson Point-Pass Christian Isles Sewer and Water District No. 1)

Spearheading the engineering design, financial arrangements and contracting, to build the present state-of-the-art sewer system. This was the first of the mandated sewer systems on the Mississippi Gulf Coast and it served as a model for other communities to follow.

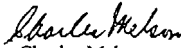

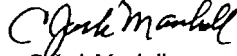
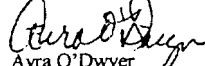
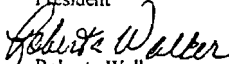
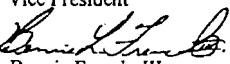

Fighting a long battle with the notorious owner of the PCI Utility Co., holder of the water franchise at the Point, necessitating many trips to Jackson and to the Courts to argue his case. He did not live to see the fruits of his efforts, but the Courts forced the Utility Co. to make the much needed improvements and upgrades to the water system.

He saw that the Covenants and Restrictions for the area were upheld, thus helping to preserve the beauty and tranquility of the area, and maintaining the quality of life that the residents enjoy.

Helping many area residents resolve individual problems, on a daily basis, often at his own expense in time and money.

Mr. Roux had many more accomplishments, working for the community, for which the residents held him in high regard. We feel that Mr. Roux is deserving of the honor, and hope that you will favorably consider our request.

Respectfully,

			
Charles Melson President	Hester Plauche, Jr. Vice President	C. Jack Marshall Treasurer	Avra O'Dwyer Secretary
			
Roberta Walker Member	Bennie French, III Member	Bert Butterworth Member	

Copy to: Senator Scottie Cuevas  
 Representative Dianne Peranich

Exhibit "A"

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Supervisor BOBBY ELEUTERIUS moved the adoption of the following Resolution:

A RESOLUTION OF THE HARRISON COUNTY BOARD OF SUPERVISORS COMMENDING BELYNDA BOSARGE FOR HER SUCCESSFUL CAREER IN THE HOSPITALITY INDUSTRY, AND FOR RELATED PURPOSES.

WHEREAS, Belynda Bosarge was the first Mississippi employee hired by the Isle of Capri in Biloxi, Mississippi; and

WHEREAS, she began her employment as Administrative Assistant to the Vice-President and General Manager of the Isle of Capri; and

WHEREAS, Belynda then transferred to Administrative Assistant to the Senior Vice-President of Operations, Casino America, Corporate Office; and

WHEREAS, this Jackson County resident has enjoyed a successful career in the hospitality industry for more than twelve (12) years in Harrison County; and

WHEREAS, during this period of her active career, Belynda found time to work with many civic organizations, including Junior Achievement and United Way, while participating in numerous fundraising efforts.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, AS FOLLOWS:

SECTION I. Upon the adoption of this Resolution, the Harrison County Board of Supervisors, on behalf of the citizens of Harrison County, does hereby commend Belynda Bosarge upon being the first Mississippi employee hired by the Isle of Capri in Biloxi, Mississippi and thereafter completing a twelve (12) year career in the hospitality industry in Harrison County.

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SECTION II. The Board wishes Belynda and her daughter Rachel continued success as they move to Florida.

SECTION III. A certified copy of this Resolution shall be spread upon the official minutes of Harrison County, Mississippi.

Supervisor ROBIN ALFRED MIDCALF seconded the motion to adopt the above and foregoing Proclamation whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted, AYE,

Supervisor ROBIN ALFRED MIDCALF voted, AYE,

Supervisor DAVID V. LAROSA, SR. voted, AYE,

Supervisor LARRY BENEFIELD voted, AYE,

Supervisor C.T. SWITZER, JR. voted, AYE,

The majority of the members present having voted in the affirmative, the President then declared the Motion carried and the Proclamation adopted on this the 5th day of October, 1998.

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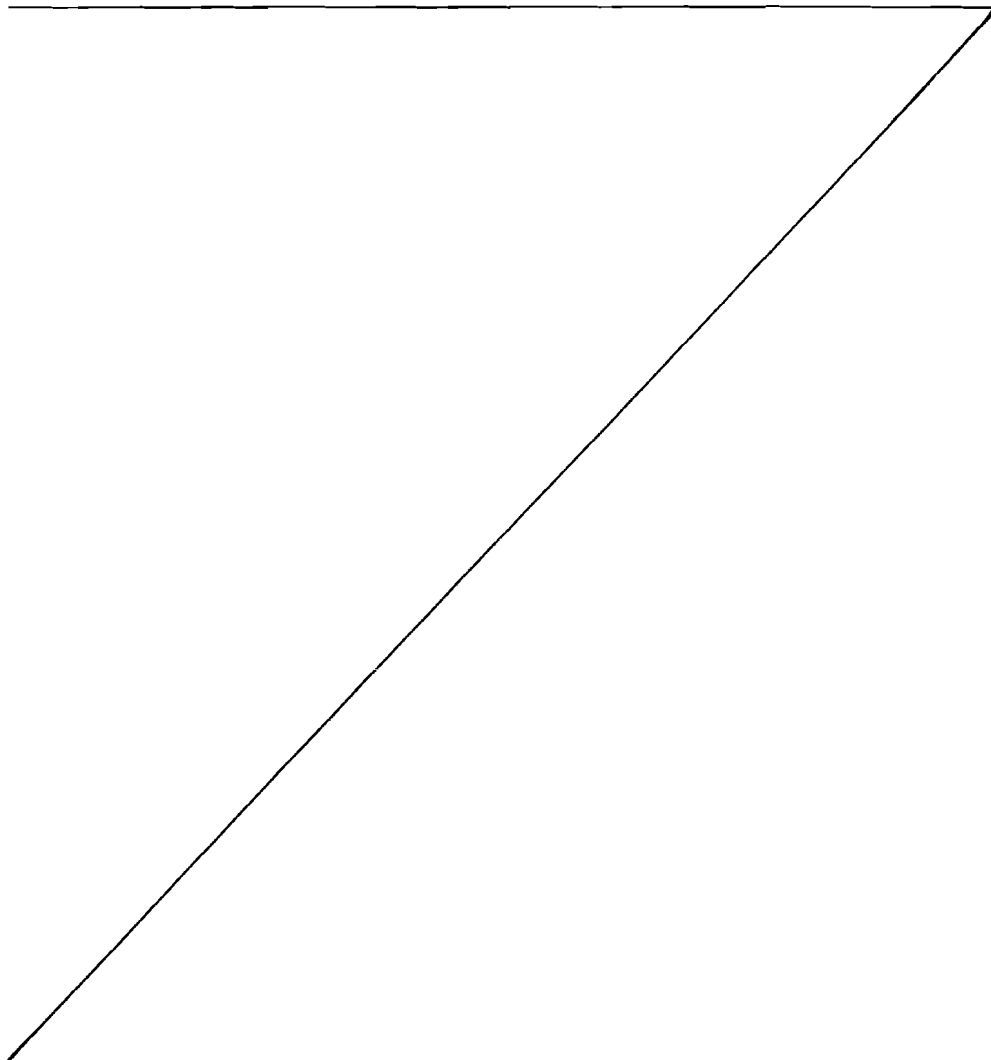
**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following Order:

**ORDER APPROVING EMERGENCY REPAIRS TO THE ROOF AT THE WELFARE OFFICE LOCATED AT 461 PARKER STREET, BILOXI, MISSISSIPPI, BY MANDAL'S, INC., AT AN ESTIMATED COST OF \$12,621.00 FOR INSTALLATION OF A TEMPORARY ROOF MEMBRANE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE emergency repairs to the roof at the Welfare Office located at 461 Parker Street, Biloxi, Mississippi, by Mandal's, Inc., at an estimated cost of \$12,621.00 for installation of a temporary roof membrane, in accordance with the following quotation:



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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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02/98 FRI 15:28 FAX 601 896 0203

HARRISON CO. WORK CENTER

003

**QUOTATION**

**FROM:** MANDAL'S, INC.  
P. O. Box 6188  
Gulfport, MS 39506  
Ph. # (228) 864-1474  
Fax# (228) 864-1408

**VIA:** HAND DELIVERY

**DATE:** October 2, 1998

**TO:** Harrison County Board of Supervisors  
Harrison County, MS

**ATTENTION:** Mr. David Dauro  
Outside Buildings and Grounds Superintendent

**REFERENCE:** Reroofing of the Department of Human Services Building  
461 Parker Street, Biloxi, MS

**SUBJECT:** Quotation price for reroofing the above described building

*Mandal's, Inc.* is pleased to submit the following quotation price for furnishing all labor, materials and equipment required to complete the following items of work: **(LESS LISTED EXCLUSIONS AND/OR CONDITIONS):**

- Remove all existing roofing and all items of flashing down to the existing concrete roof deck. The existing concrete roof deck will be cleaned and primed with a concrete primer at the rate of one (1) gallon per 100 square feet.
- Install a roof insulation system over the primed structural concrete deck consisting of one (1) layer of 1 1/2" thick roof insulation board installed in a solid mopping of hot Type III asphalt as per Factory Mutual wind uplift resistance requirement I-90. The insulation will have an overall thickness of 1 1/2" which will provide an "R" value of 4.17.
- Install four (4) plies of Type IV fiberglass felt membrane over the surface of the insulation as per TAMKO Roofing Products Specification No. 603 (copy attached). The four plies of fiberglass felt membrane will be mopped in place in shingle fashion, in a solid mopping of Type III asphalt applied at the minimum rate of 30 lbs. per ply, per 100 square feet.

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- At all curb structures, a cant strip will be installed over which the above described roofing felts will be mopped in place. At the same locations, reinforced base flashing membranes will be installed consisting of two (2) plies of modified bitumen flashing felt. The top of all base flashing felt will be secured with mechanical fasteners installed every 12 to 18 inches on center to prevent slippage. Furthermore, the top of all base flashing felts will be counter flashed with metal counter flashing fabricated from .032 mill finish aluminum.
- Plumbing pipes penetrating the roof will be reflashed with new lead flashings fabricated from three (3) pound sheetlead. Flue vents and exhaust vents penetrating the roof will be reflashed with new metal flashing fabricated from 24 gauge galvanize metal with soldered bases and wind resistant caps. Electrical lines penetrating the roof will be enclosed in metal pitch pockets fabricated from 24 gauge galvanize metal and filled with a non-hardening elastomeric sealant.
- Continuous around the perimeter edge of the new gravel surfaced built-up roof, new metal cap flashing will be fabricated and installed from .060 mill finish aluminum. The front edge of the new metal cap flashing will be secured in place with a continuous anti wind cleat to prevent unnecessary damage to the edge of the flashing during periods of high winds. The back side of the metal flashing will be secured with fasteners installed every 4 to 6 inches on center as specified by TAMKO Roofing Products, Inc.
- Upon the completion and/or installation of all roofing felts and items of flashing, the entire surface of the roof will receive a pouring of hot Type III asphalt applied at the uniform rate of 60 to 75 pounds per 100 square feet into which, while hot, new washed gravel surfacing will be embedded.
- Included in our quotation price is the complete clean-up and removal of all debris resulting from the job. Clean-up will be performed on a daily basis. All work will be scheduled and performed so as not to endanger the building, its occupants, contents, the general public, or the landscaping. While the work is in progress,

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both your property and our workmen will be covered by Liability Insurance, Property Damage Insurance and Worker's compensation Insurance. All Liability and Property Damage Insurance will carry one (1) million dollar limits. (See attached Certificate of Insurance)

- Upon completion of the job, the manufacturer, TAMKO Roofing Products, Inc. will issue a TEN (10) Year No Dollar Limit Guarantee guaranteeing the new roofing system, in writing, for a period of TEN (10) Years against any defects in materials, workmanship and against any leakage caused as the result of such defects.

**QUOTATION PRICE:** \$89,961.00

**QUOTATION TO INSTALL TEMPORARY ROOF MEMBRANE:**

Install temporary roof membrane over the existing structural roof deck in preparation for new roof system to be installed. This operation will allow the existing roof deck to dry properly and enable us to install the new roof system as per the manufacturer's requirements.

**QUOTATION PRICE TO INSTALL TEMPORARY  
ROOF MEMBRANE:** \$12,621.00

**(THE ABOVE PRICES INCLUDE ALL PERMITS, LICENSES AND  
TAXES APPLICABLE TO THE JOB)**

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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HARRISON CO. WORK CENTER

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**EXCLUSIONS AND/OR CONDITIONS:**

The above quotation prices are based upon the following exclusions and/or conditions:

- The above quotation prices are valid for a period of thirty (30) days from the date of this proposal. If not accepted during this period of time, the prices may be withdrawn at the discretion of Mandal's, Inc.
- Harrison County will remove and replace all roof top A/C units and gas line piping.
- The above quotation price does not include any structural deck repairs of any kind.

On behalf of Mandal's, Inc. I sincerely appreciate the opportunity to submit this proposal. Please do not hesitate to contact the undersigned or Mary Dodge if you have any questions.

Sincerely,

**MANDAL'S, INC.**

*Chris L. Cooper*  
Chris L. Cooper  
Vice President

Enclosures

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

10/02/98 FRI 15:29 FAX 601 896 0203

HARRISON CO. WORK CENTER

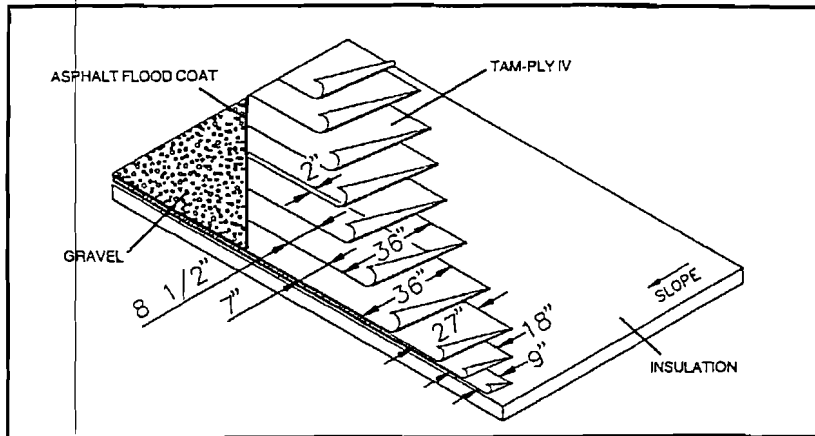
007



## SPECIFICATION SUBMITTAL

### 603 TAM-PLY IV (Regions 1, 2, & 3)

#### INSULATED DECKS



**Material Requirements**

<b>TAMKO TAM-PLY IV™</b>	
Fiberglass Ply Sheet	4 plies
Interply Asphalt (Per 100 sq. ft.)	Approx. 92 lbs.
Flood Coat Asphalt (Per 100 sq. ft.)	Approx. 60 lbs.
Gravel (Per 100 sq. ft.)	Approx. 400 lbs.

**Slope:** Positive drainage up to 3 in. per linear ft. For slopes above 1 in. per linear ft., fastening of the roofing felts is required.

**Deck:** The deck should conform to TAMKO general requirements.

**Insulation:** The insulation should be installed according to the manufacturer's specification in the thickness required. The insulation should conform to TAMKO requirements. Polyisocyanurate and expanded polystyrene must have an overlay of a minimum 1/2 in. fiberboard, perlite, or fiberglass roof insulation.

**Asphalt:** The asphalt should be certified by the manufacturer to meet ASTM D-312, Type II\* for slopes up to 1/2 in. and Type III for slopes up to 3 in.

**Fiberglass Ply Sheets:** Over the insulation, install 4 plies of TAM-PLY IV Fiberglass Ply Sheet in specification asphalt. Starting from the low point of the roof, apply a 9 in. width, an 18 in. width, then a 27 in. width. Follow with full 36 in. widths, shingle fashion, lapping each ply 27-1/2 in. in such a manner so that at least 4 plies of ply sheet cover the insulation at any point. Approximately 23 lbs. (±15%) of specification asphalt per 100 sq. ft. should be used to embed each ply.

**Surfacing:** Apply a flood coat of 60 lbs. (±15%) of specification asphalt per 100 sq. ft. over the entire surface. While hot, embed approximately 400 lbs. of clean roofing gravel or 300 lbs. of slag per 100 sq. ft. of completed roof area.

**Flashing:** The flashing material must be a TAMKO polyester reinforced modified asphalt flashing material.

**U.L. Class A Requirements:**  
**Combustible deck:** minimum 1/2" plywood, tongue-and-groove decks, etc.; maximum slope 3".

**Insulation:** any combination, any thickness of perlite, fiberglass, cellular glass, iso, or EPS.  
**Surfacing:** flood coat & gravel.

**Noncombustible deck:** maximum slope 3".  
**Insulation:** any combination, any thickness of perlite, woodfiber, fiberglass, cellular glass, iso, or EPS.  
**Surfacing:** flood coat & gravel.  
 Contact TAMKO for further information on other U.L. systems.

\*Except in FL, TX, NM, AZ, CA

For complete information on TAMKO's recommendations and requirements, consult the current TAMKO Commercial Roofing Specifications & Details manual. TAMKO Roofing Products, Inc., P. O. Box 1404, Joplin, MO 64802 • 1-800-641-4691

TAMKO®, TAMKO Glass-Base®, Tam-Glass Premium®, Tam-Ply IV®, and Base-N-Ply® are registered trademarks of TAMKO Roofing Products, Inc.

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

10/02/98 FRI 15:30 FAX 601 896 0203

HARRISON CO. WORK CENTER

008

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>						DATE (MM/DD/YY) 4/24/98
PRODUCER	The Bottrell Agency P.O. Box 1490 Jackson, MS 39215-1490	601 980-8200	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
<b>COMPANIES AFFORDING COVERAGE</b>						
COMPANY A Kemper Ins Companies						
COMPANY B						
COMPANY C <b>SAMPLE</b>						
COMPANY D						
INSURED	Mandal's Inc. P. O. Box 6188 Gulfport MS 39508					
<b>COVERAGES</b>						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	BIND078928	5/01/98	5/01/99	GENERAL AGGREGATE \$ 2000000	PRODUCTS - COMP/OP AGG \$ 2000000
					PERSONAL & ADV INJURY \$ 1000000	EACH OCCURRENCE \$ 1000000
					FIRE DAMAGE (Any one fire) \$ 50000	MED EXP (Any one person) \$ 5000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BIND078927	5/01/98	5/01/99	COMBINED SINGLE LIMIT \$ 1000000	BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$	PROPERTY DAMAGE \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$	OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$	AGGREGATE \$
A	<input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	BIND078924	5/01/98	5/01/99	EACH OCCURRENCE \$ 500000	AGGREGATE \$ 500000
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	BIND078928	-5/01/98	5/01/99	<input checked="" type="checkbox"/> WE STATE TORY LIMITS <input type="checkbox"/> OTH	E1 EACH ACCIDENT \$ 500000
					E2 DISEASE - POLICY LIMIT \$ 500000	E3 DISEASE - EA EMPLOYEE \$ 500000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS						
CERTIFICATE HOLDER						CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>[Signature]</i>
ORD 25-6-1(7/96)						ACORD CORPORATION 1988

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

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HARRISON CO. WORK CENTER

009



### ROOFING SYSTEM NDL GUARANTEE (A Limited Warranty)

SAMPLE

Warranty Number \_\_\_\_\_

TAMKO ROOFING PRODUCTS, INC., hereinafter known as "TAMKO," under the conditions stated in this contract, agrees to provide roof repair services to the owner of the TAMKO roofing system described below for a period of \_\_\_\_\_ years from the date of completion of the below-described roofing system.

Owner: \_\_\_\_\_

Building/Project: \_\_\_\_\_

Building Location: \_\_\_\_\_

Roof Specification No.: \_\_\_\_\_

Area of Roof: \_\_\_\_\_

Roofing Contractor: \_\_\_\_\_

Date of System Completion: \_\_\_\_\_

**COVERAGE:** TAMKO will repair or cause to be repaired leaks in the roofing system (e.g., membrane exclusive of metal work and non-TAMKO approved flashings) attributable to ordinary wear and tear of the roofing system or workmanship deficiencies in application to the extent necessary to return the roofing system to a watertight condition. Solely TAMKO will determine the condition of water tightness. TAMKO is not responsible for any cost related to the removal or abatement of any asbestos present in the existing roof system to which the TAMKO roof system is applied.

**EXCLUSIONS:** In no event shall TAMKO be liable for damages to the building, its contents or roof deck. In addition, this TAMKO Roofing System Guarantee does not cover leaks or damages to the roofing system attributable to one or more of the following conditions:

- Acts of God including, but not limited to, lightning, flood, strong gale, wind-storm, earthquake, hurricane, tornado, hailstorm, or impact of objects or other violent storm or casualty.
- Civil insurrection, war, riot or vandalism.
- Exposure to ionized radiation or contamination by radioactivity from any nuclear source.
- Chemical attack on the roofing membrane or base flashing as the result of exposure to chemicals including, but not limited to, aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, oils, or organic or inorganic polar materials.
- Improper application of the deck or failure of the deck.
- Structural defects or failures in the building(s) to which the TAMKO roofing system and TAMKO flashing are applied.
- Changes in building usage unless approved in writing by TAMKO prior to such change.
- Damages resulting from any additional installation on or through the roof membrane or base flashing after the date of completion of the roof system.
- Repairs or alterations to the roof membrane or base flashing after the date of completion of the roof system unless done in a manner prescribed by TAMKO and approved in writing by TAMKO.
- Damage or deterioration to the areas of roofing membrane or base flashing of any portion thereof resulting from inadequate drainage.
- Application of the roof system by a roofing contractor who is not a TAMKO Approved Roofing Contractor (ARC).
- Softening, swelling, blistering, delamination or separation of the membrane due to underlying materials (e.g. insulation).
- Leaks or damages due to failure to follow TAMKO's recommended maintenance program.

**NOTICE:** In the event leaks from any cause should occur, the owner shall give written notice to TAMKO no later than thirty (30) days after discovery of such leaks. TAMKO will inspect the roof, and if the cause of the leak is within the coverage stated above, TAMKO will arrange for repairs to the roofing membrane and base flashing. TAMKO shall have no liability whatsoever arising (directly or indirectly) from any leak not covered by this guarantee.

TAMKO shall have no more than ninety (90) days after receipt of notification of leaks to make or cause to be made repairs or replacements unless otherwise prevented by acts of God. Prior to the expiration of such ninety (90) day period, TAMKO will not be liable for any cost of repair or replacement unless TAMKO has given its written approval for repair or replacement and the cost thereof.

**CANCELLATION:** If any of the following events occur, TAMKO may, at its option, without notice, cancel this guarantee. Any such cancellation shall be effective the date of the event giving rise to the right to cancel:

- Damage from additional installation on or through the roof membrane or base flashing;
- Repairs or alterations to the roof membrane or the base flashing after the completion of the roof, unless done in a manner prescribed by TAMKO and approved in writing by TAMKO prior to the repair or alteration;
- Failure to follow TAMKO's recommended maintenance program. For information regarding TAMKO's recommended maintenance program, contact TAMKO's Technical Service Department at PO Box 1404, Joplin, MO 64802;
- Failure to permit TAMKO access to the roofing system when requested at reasonable times.

In the event of cancellation of this guarantee by TAMKO pursuant to the terms of this paragraph, TAMKO shall have no further obligation to the owner to any other entity with regard to this guarantee, any express, implied or statutory warranties, on the roofing system or any of TAMKO's products installed on the roof or as part of the roofing system.

**NO MODIFICATION OF THIS GUARANTEE:** No representative, employee, agent of TAMKO, or any other person has any authority to assume for TAMKO any additional or other liability or responsibility in connection with the roof described above. TAMKO shall not be responsible for or liable if there is any change or amendment to the TAMKO built-up roof specification in regard to the construction of the roof described above, unless said change and/or amendment to the specification is approved in writing by TAMKO.

**NON-TRANSFERABILITY OF GUARANTEE:** This limited warranty shall accrue and inure only to the benefit of the first consumer purchaser or owner of the TAMKO product and shall not be assigned, sold, or transferred in any manner whatsoever. Any assignment, sale or transfer of the warranty or the building to which TAMKO products are applied shall void all warranties contained herein or hereunder and all implied and statutory warranties including warranties of merchantability and fitness for a particular purpose.

**EFFECTIVE DATE:**

- This guarantee is conditioned upon and shall be effective only after each and all of the following events have occurred:
- TAMKO has received payment in full of the guarantee fee;
  - TAMKO has received Notice of Completion from the roofing contractor on TAMKO's form;
  - TAMKO has approved the roofing system by a final inspection after TAMKO's receipt of the roofing contractor's Notice of Completion; and
  - The roofing contractor and roofing materials supplier have been paid in full.

**NOTE:** The \_\_\_\_\_ year time span of the guarantee shall be reckoned from the date of completion of the roof system stated above.

**LEGAL REMEDIES:** THE OBLIGATION CONTAINED IN THIS CONTRACT IS EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF TAMKO ROOFING PRODUCTS, INC. IN NO EVENT SHALL TAMKO BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. NO ACTION FOR BREACH OF THIS LIMITED WARRANTY SHALL BE BROUGHT LATER THAN ONE YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED.

Nothing contained in this agreement shall be construed to be a waiver of TAMKO's right of contribution or indemnity for any liability incurred as a result of this guarantee. Invalidity or unenforceability of any provisions herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect. This roofing system guarantee supersedes all prior Built-Up Roofing guarantees and bonds.

By \_\_\_\_\_ Date \_\_\_\_\_  
HELENE HARDY-PIERCE, DIRECTOR OF COMMERCIAL ROOFING



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **C.T. SWITZER, JR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **DAVID V. LAROSA, SR.** moved adoption of the following Order:

**ORDER ACCEPTING THE ONLY BID OF TONY PARNELL  
CONSTRUCTION CO., INC. IN THE AMOUNT OF \$136,540.00 FOR  
A 300 FEET EXTENSION OF THE JIM SIMPSON MEMORIAL PIER IN  
LONG BEACH, AND AUTHORIZING THE BOARD PRESIDENT TO  
EXECUTE THE CONTRACT**

WHEREAS, the Board of Supervisors does hereby find as follows:

1. That this Board, at a meeting heretofore held on the 3rd day of August 1998, adopted an Order authorizing and directing the Clerk of the Board to cause publication to be made of Advertisement for Bids for the Long Beach Pier Extension, Long Beach, Mississippi.
2. That as directed in the aforesaid Order, said Advertisement for Bids was published in The Sun Herald newspaper, a newspaper published and having a general circulation in Harrison County, Mississippi for more than one (1) year next immediately preceding the date of said Order directing publication of said Notice, and that the Publisher's Affidavit of Proof of Publication has been filed with the Clerk of this Board, by said Clerk exhibited to the Board, and shows that said Notice was published on the 8th and 9th days of August 1998.
3. That publication of said notice has been made once each week for two (2) consecutive weeks, the last of which was at least seven (7) working days prior to September 10, 1998, the day fixed for receiving said bids in the Order identified in paragraph (1) thereof, said Proof of Publication being in the following form, words, and figures, to-wit:

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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PROOF OF PUBLICATION

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary Public of Harrison County, Mississippi, personally appeared [Signature] who, being by me first duly sworn, did depose and say that she is a clerk of [Signature]

[Signature], a newspaper published in the city of [Signature], in Harrison County, Mississippi, and that publication of the notice, a copy of which is hereto attached, has been made in said paper 2 times in the following numbers and on the following dates of such paper, viz:

- Paper [Signature] Vol. 114 No. 312 dated 8 day of Aug, 19 98
Paper [Signature] Vol. 114 No. 313 dated 9 day of Aug, 19 98
Paper Vol. No., dated day of, 19
Paper Vol. No., dated day of, 19
Paper Vol. No., dated day of, 19
Paper Vol. No., dated day of, 19
Paper Vol. No., dated day of, 19

Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

[Signature]
Clerk

Sworn to and subscribed before me this 11 day of

August, A.D., 19 98
VERA ELAINE MILLS
NOTARY PUBLIC
State of Mississippi
[Signature]
Notary Public

My Commission Expires on April 29, 2001

Printer's Fee \$
Furnishing proof of publication \$
TOTAL \$

ADVERTISEMENT FOR BIDS
Harrison County, Mississippi
The Harrison County Board of Supervisors, Gulfport, Mississippi will receive bids for:
HARRISON COUNTY
STATE OF MISSISSIPPI
LONG BEACH PIER EXTENSION
LONG BEACH, MISSISSIPPI
at HARRISON COUNTY, MISSISSIPPI, at the BOARD MEETING ROOM, FIRST JUDICIAL COURTHOUSE, GULFPORT, MISSISSIPPI, until 1:30 o'clock PM, THURSDAY, SEPTEMBER 10, 1998, and then at said office bids will be publicly opened and read aloud.
Bids are invited for the extension of a pier located on the beach south of the Jeff Davis Avenue in Long Beach in Harrison County, Mississippi. Approximate quantities of the items of work are listed in the Project Specifications. Contract Documents, including Drawings and Technical Specifications, are on file at the offices of the County Engineer at 15309-G Community Road, Gulfport, MS, and Clerk of the Board of Supervisors at the Harrison County Courthouse Gulfport, Mississippi. Plans and Specifications may be obtained at the office of Knessel Engineering Services, Inc., Consulting Engineers, 1714 22nd Avenue Gulfport, MS, 39501, upon payment of \$50.00 deposit. Any unsuccessful bidder, upon returning such set promptly and in good condition will be refunded his payment. Any non-bidder will forfeit his deposit.
A certified check or bank draft payable to the order of Harrison County, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the total bid is required for the project entitled:
HARRISON COUNTY
STATE OF MISSISSIPPI
LONG BEACH PIER EXTENSION
LONG BEACH, MISSISSIPPI
The Owner reserves the right to reject any or all bids or to waive any formalities in the bidding. Bids may be held by the Owner for a period not to exceed thirty (30) days from the date of opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.
By Order of the Board of Supervisors adopted the AUGUST 3, 1998.
/s/ John McAdams
John McAdams
Clerk of the Board of Supervisors
Harrison County, Mississippi
by: /s/ Frances Giley, DC
(Seal)
F-10,adv.8,2T 194085

4. That on September 8, 1998, this Board appointed its representatives to receive said bids on September 10, 1998. That only one bid was received at the time and place and in the manner provided in said Notice of Invitation to Bid, which bid is as follows:

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

**BID PROPOSAL**

Date 9-10-98

Proposal of TONY PARNELL

(hereinafter called "Bidder"), organized and existing under the laws of the State of MS, doing business as TONY PARNELL CONSTRUCTION CO., INC. (corporation)

To Harrison County Board of Supervisors, Mississippi, (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for:

HARRISON COUNTY  
STATE OF MISSISSIPPI  
LONG BEACH PIER EXTENSION  
LONG BEACH, MISSISSIPPI

having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter as stated hereafter in this proposal. Bidder further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph B of the Supplemental General Conditions.

Bidder acknowledges receipt of the following addenda:

\_\_\_\_\_

\*Insert corporation, partnership or individual as applies

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following unit prices:

**MINUTE BOOK**  
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<u>NO.</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>EXTENSION</u>
<b>1. MOBILIZATION AND DEMOBILIZATION</b>			
\$ 18,000.00	LUMP SUM	1 LS	\$ 18,000.00 SUBTOTAL
EIGHTEEN THOUSAND DOLLARS NO CENTS			UNIT PRICE IN WORDS

<b>2. PILINGS</b>			
\$ 490.00	EACH PILING	110 EA	\$ 53,900.00 SUBTOTAL
FOUR HUNDRED NINETY DOLLARS NO CENTS			UNIT PRICE IN WORDS

<b>3. PIER - TIMBER, DECK, &amp; HANDRAILS FOR EACH 10' SECTION OF 7' WIDE PIER</b>			
\$ 2,100.00	EACH 10' SECTION	50 EA	\$ 105,000.00 SUBTOTAL
TWO THOUSAND ONE HUNDRED DOLLARS NO CENTS			UNIT PRICE IN WORDS

<b>4. PLATFORMS - TIMBER, DECK, &amp; HANDRAILS FOR EACH 10' SECTION OF 9' WIDE FISHING PLATFORMS</b>			
\$ 3,000.00	EACH 10' SECTION	4 EA	\$ 12,000.00 SUBTOTAL
THREE THOUSAND DOLLARS NO CENTS			UNIT PRICE IN WORDS

<b>TOTAL BASE BID</b>	\$ 188,900.00	<b>TOTAL</b>
		NO CENTS
\$ ONE HUNDRED EIGHTY EIGHT THOUSAND NINE HUNDRED DOLLARS TOTAL		
(TOTAL BASE BID amount is to be in figures and words. In case of discrepancy, the amount shown in words will govern.)		

**ALTERNATE BID ITEMS (ABI'S)**

<b>5. PILINGS (TO BE ADDED TO OR DEDUCTED FROM THE "TOTAL BASE BID" FOR ADJUSTMENTS IN THE LENGTH OF THE PIER)</b>			
\$ 400.00	EACH PILING	1 EA	\$ 400.00 TOTAL ABI
FOUR HUNDRED DOLLARS NO CENTS			UNIT PRICE IN WORDS

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**6. PIER - TIMBER, DECK, & HANDRAILS FOR EACH 10' SECTION OF 7' WIDE PIER (TO BE ADDED TO OR DEDUCTED FROM THE "TOTAL BASE BID" FOR ADJUSTMENTS IN THE LENGTH OF THE PIER)**

\$ 1,818.00 EACH 10' SECTION 1 EA      \$ 1,818.00 TOTAL ABI

ONE THOUSAND EIGHT HUNDRED EIGHTEEN DOLLARS NO UNIT PRICE IN WORDS  
CENTS

The above bid price shall include all labor, materials, overhead profit, insurance, etc., to cover the finished work as specified.

Bidder understands that the Owner reserves the right to reject any or all bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The bid security attached in the sum of

5% of bid (\$ \_\_\_\_\_) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By 

signature

(SEAL - if bid is by corporation)

Address: P.O. Box 5128  
15701 Hwy 57  
VANDLEAVE, MS 39565

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

**United States Fidelity and Guaranty Company**  
Baltimore, Maryland  
A Stock Company



**Bid Bond**

Bond Number .....

**Know All Men By These Presents:**

That TONY PARNELL CONSTRUCTION CO., INC.  
..... of P.O. BOX 5128, VANCELEAVE, MS. 39565  
....., as Principal, and **United States Fidelity and Guaranty Company**, a Maryland corporation, as Surety, are held and firmly bound unto  
HARRISON COUNTY - STATE OF MISSISSIPPI  
as Oblige, in the full and just sum of FIVE PERCENT (5%) OF THE AMOUNT BID  
..... Dollars,  
lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**Whereas** the said Principal is herewith submitting its proposal for:  
LONG BEACH PIER EXTENSION  
LONG BEACH, MS

**The Condition Of This Obligation** is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Oblige the difference in money between the amount of the bid of the said Principal and the amount for which the Oblige legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered SEPTEMBER 10, 1998  
(Date)

TONY PARNELL CONSTRUCTION CO., INC. (Seal)

Tony Parnell, President (Seal)  
UNITED STATES FIDELITY AND GUARANTY COMPANY

Catherine Fountain  
Catherine Fountain Attorney-in-fact  
Mississippi Resident Agent

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

1810511

### United States Fidelity and Guaranty Company

Power of Attorney

No. 110818



Know all men by these presents: That **United States Fidelity and Guaranty Company**, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **Jim Eley Brashier, Troy P. Wagener, Belinda Tubbs and Catherine Fountain**

of the City of Biloxi, State of Mississippi its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said **United States Fidelity and Guaranty Company**, has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Assistant Secretary, this 27th day of March, A.D. 19 98.



United States Fidelity and Guaranty Company.  
(Signed) By [Signature] Vice President  
(Signed) By [Signature] Assistant Secretary

State of Maryland )  
Baltimore City )

SS:

On this 27th day of March, A.D. 19 98, before me personally came Gary A. Wilson, Vice President of **United States Fidelity and Guaranty Company**, and Thomas E. Huijbregtse, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Gary A. Wilson and Thomas E. Huijbregtse were respectively the Vice President and the Assistant Secretary of the said **United States Fidelity and Guaranty Company**, the corporation described in and which executed the foregoing Power of Attorney, that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the 1st day of August, A.D. 19 98.



(Signed) By [Signature] Notary Public

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the **United States Fidelity and Guaranty Company** on September 24, 1992:

**Resolved**, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

**Resolved**, That Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Huijbregtse, an Assistant Secretary of the **United States Fidelity and Guaranty Company**, do hereby certify that the foregoing are true excerpts from the Resolutions of the said Company as adopted by its Board of Directors on September 24, 1992 and that these Resolutions are in full force and effect.

I, the undersigned Assistant Secretary of the **United States Fidelity and Guaranty Company**, do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the **United States Fidelity and Guaranty Company**, on this 10th day of September, 19 98



[Signature]  
Assistant Secretary



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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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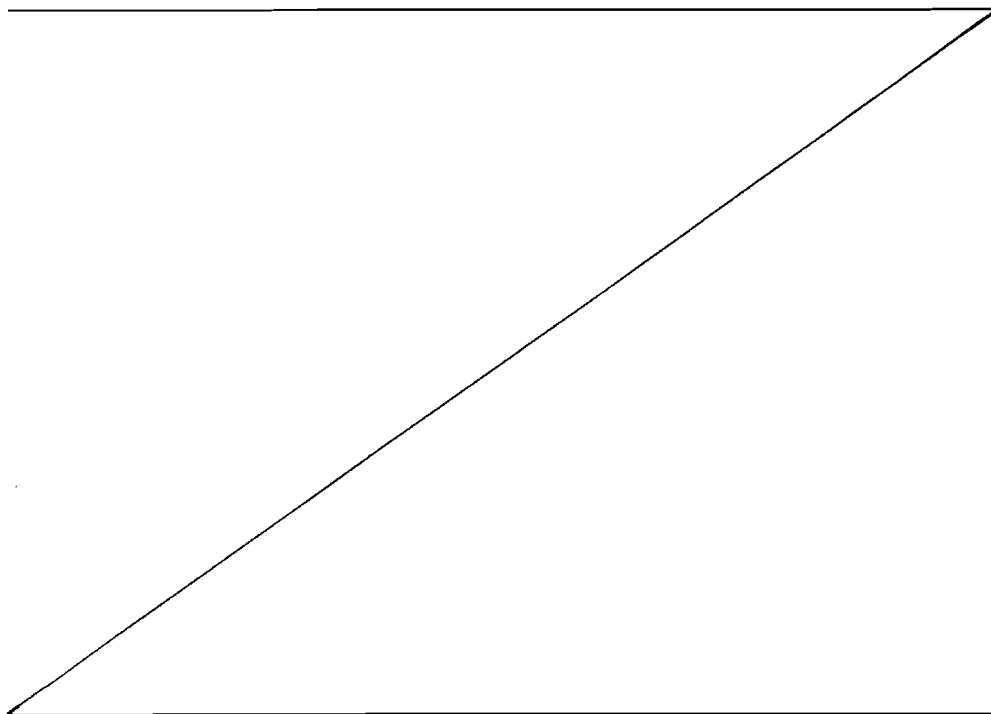
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5. The Board does hereby find that the bid of Tony Parnell Construction Co., Inc. is the only bid received; that same meets specifications and is, therefore, the lowest and best bid received for the 300 feet extension of the Jim Simpson Memorial Pier; and that said bid is reasonable and fair and should be accepted. It is, therefore,

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the bid of Tony Parnell Construction Co., Inc. in the amount of ONE HUNDRED THIRTY-SIX THOUSAND FIVE HUNDRED FORTY AND 00/100 DOLLARS (\$136,540.00) be and the same is HEREBY ACCEPTED for the 300 feet extension of the Jim Simpson Memorial Pier, Long Beach, Mississippi, \$100,000.00 to be paid from Tidelands funds and the balance from the Bond Funds.

IT IS FURTHER ORDERED that the Board does HEREBY AUTHORIZE the Board President to execute the contract in connection with said project, same being as follows, to-wit:

---



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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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**Standard Form of Agreement Between Owner and  
Contractor where the basis of payment is a STIPULATED SUM**

**AIA Document A101-1997**  
**1997 Edition -Electronic Format**

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

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**AGREEMENT** made as of the Fifth day of October in the year of Nineteen Hundred and Ninety-Eight.

*(In words, indicate day, month and year)*

**BETWEEN** the Owner:

*(Name, address and other information)*

Harrison County Board of Supervisors  
Post Office Drawer CC  
1801 23rd Ave.  
Gulfport, Mississippi 39502

and the Contractor

*(Name, address and other information)*

American Tennis Courts, Inc.  
163 North Florida Street  
Mobile, Alabama 36607

The Project is:

*(Name and location)*

Tennis Complex at the Recreational Facility  
D'Iberville, Mississippi

The Architect Engineer is:

*(Name, address and other information)*

Moran, Seymour & Associates, Inc.  
249 Beauvoir Road  
Biloxi, Mississippi 39531

The Owner and Contractor agree as follows.

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and

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# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

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Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 60 days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)*

Liquidated damages in the sum of \$500.00 for each consecutive calendar day thereafter shall be assessed.

#### ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Forty-Four Thousand Six Hundred & Three Dollars and No Cents Dollars (\$ 144,603.00 ), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)*

4.3 Unit prices, if any, are as follows:

n/a

#### ARTICLE 5 PAYMENTS

##### 5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the ~~Architect~~ Engineer by the Contractor and Certificates for Payment issued by the ~~Architect~~ Engineer the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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5.1.3 Provided that an Application for Payment is received by the Architect Engineer not later than the 15th day of a month, the Owner shall make payment to the Contractor not later than the 10th day of the month. If an Application for Payment is received by the Architect Engineer after the application date fixed above, payment shall be made by the Owner not later than 45 days after the Architect Engineer receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect Engineer may require. This schedule, unless objected to by the Architect Engineer shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect Engineer has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:  
*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*  
 n/a

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## 5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect/Engineer.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's Engineer final Certificate for Payment, or as follows:

**ARTICLE 6 TERMINATION OR SUSPENSION**

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

**ARTICLE 7 MISCELLANEOUS PROVISIONS**

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

n/a

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

n/a

7.3 The Owner's representative is:

*(Name, address and other information)*

n/a

7.4 The Contractor's representative is:

*(Name, address and other information)*

n/a

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

7.6 Other provisions:

n/a

**ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS**

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows:

---

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Document	Title	Pages
<u>n/a</u>		

**8.1.4** The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section	Title	Pages
<u>Project Specifications</u>	<u>Technical Specifications</u>	<u>90</u>

**8.1.5** The Drawings are as follows, and are dated unless a different date is shown below:  
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Number	Title	Date
<u>98-038</u>	<u>Tennis Complex at the Recreational Facility, D'Iberville, MS</u>	<u>September 1998</u>

**8.1.6** The Addenda, if any, are as follows:

Number	Date	Pages
<u>No. 1</u>	<u>Add. No. 1 - 9/15/98</u>	<u>2 pages</u>

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

**8.1.7** Other documents, if any, forming part of the Contract Documents are as follows:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

**ALL REFERENCES TO "ARCHITECT" SHOULD BE INTERPRETED AS "ENGINEER".**

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the ~~Architect~~ Engineer for use in the administration of the Contract, and the remainder to the Owner.

\_\_\_\_\_  
 OWNER (Signature)

\_\_\_\_\_  
 CONTRACTOR (Signature)

HARRISON COUNTY BOARD OF SUPERVISORS  
 (Printed name and title)

AMERICAN TENNIS COURTS, INC.  
 (Printed name and title)

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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Supervisor **C.T. SWITZER, JR.** moved adoption of the following:

ENTER CLOSED SESSION to discuss whether or not to enter Executive Session to discuss:

- 1) Litigation styled Walgren V. Harrison Co.,
- 2) Personnel matter involving the Youth Detention Center.

The Board voted unanimously, by show of hands, to enter Executive Session.

ALL ORDERED AND DONE, this the 5th day of October 1998.

\* \* \*

(SUPERVISOR MIDCALF WAS OUT ON VOTE)

Supervisor **BOBBY ELEUTERIUS** moved, and Supervisor **DAVID V. LAROSA, SR.** seconded, adoption of the following:

RECONVENE FROM EXECUTIVE SESSION. The Board Attorney reported that the Board received an update on the litigation and the personnel matter. No action was taken.

ALL ORDERED AND DONE, this the 5th day of October 1998.

\* \* \*



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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor **C.T. SWITZER, JR.** moved adoption of the following Order:

**ORDER ACCEPTING THE LOW BID OF TANNER CONSTRUCTION  
CO., INC. IN THE AMOUNT OF \$2,859,323.12 FOR THE  
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT  
PROJECT NO. DECD-0024(13)B, BEING A FOUR-LANE ROADWAY  
AND ACCESS ROAD BETWEEN HIGHWAY 49 AND THREE RIVERS  
ROAD NORTH OF INTERSTATE 10, AS RECOMMENDED BY THE  
STATE AID ENGINEER**

*Amended Book 3/3,  
page 316*

WHEREAS, the Board of Supervisors does hereby find as follows:

1. That this Board, at a meeting heretofore held on the 10th day of August 1998, adopted an Order authorizing and directing the Clerk of the Board to cause publication to be made of Notice to Contractors for bids on Community Development Project No. DECD-0024(13)B, Harrison County, Mississippi.
2. That as directed in the aforesaid Order, said notice was published in The Sun Herald newspaper, a newspaper published and having a general circulation in Harrison County, Mississippi for more than one (1) year next immediately preceding the date of said Order directing publication of said Notice, and that the Publisher's Affidavit of Proof of Publication has been filed with the Clerk of this Board, by said Clerk exhibited to the Board, and shows that said Advertisement for Bids was published on August 27, 1998 and September 3, 1998.
3. That publication of said Notice to Contractors has been made once each week for two (2) consecutive weeks, the last of which was at least seven (7) working days prior to September 28, 1998, the day fixed for receiving said bids in the Order identified in paragraph one thereof, said Proof of Publication being in the following form, words, and figures, to-wit:

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

**PROOF OF PUBLICATION**

See attached ad # 196799

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Before me, the undersigned Notary Public of Harrison County, Mississippi, personally appeared Melissa Edwards who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city Gulfport, in Harrison County, Mississippi, and that publication of the notice, a copy of which is hereto attached, has been made in said paper 2 times in the following numbers and on the following dates of such paper, viz:

Vol. 114 No., 331 dated 27 day of Aug., 19 98  
Vol. 114 No., 338 dated 3 day of Sept., 19 98  
Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

Melissa Edwards  
Clerk

Sworn to and subscribed before me this 12th day of November, A.D., 19 98  
VERA ELAINE MILLS  
NOTARY PUBLIC  
State of Mississippi  
Vera Elaine Mills  
Notary Public

My Commission Expires \_\_\_\_\_  
Printer's Fee ..... \$ \_\_\_\_\_  
Furnishing proof of publication ..... \$ \_\_\_\_\_  
TOTAL ..... \$ \_\_\_\_\_

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

DIVISION OF STATE AID ROAD CONSTRUCTION  
 MISSISSIPPI STATE HIGHWAY DEPARTMENT  
 BOARD OF SUPERVISORS OF HARRISON COUNTY  
 SECTION 800  
 NOTICE TO CONTRACTORS  
 Sealed bids will be received by the Board of Supervisors of Harrison County at the First Judicial Courthouse at Gulfport, Mississippi, on **11:00 A.M., September 28, 1998**, and shortly thereafter publicly opened, for the construction of a new four-lane roadway and access road, between Highway 49 and Three Rivers Road north of Interstate 10 to serve proposed Crossroads Shopping Center. Included will be grading, drainage, curbing, curb and gutter and two poured-in-place bridges. Principal items of work are approximately as follows:  
 Roadway Items  
 1.5 L.S. MOBILIZATION  
 4.5 L.S. CLEARING AND GRUBBING  
 2.8 ACRE CLEARING AND GRUBBING  
 2.705 S. S.Y. REMOVAL OF PAVEMENT  
 82.0 L.F. REMOVAL OF PIPE (ALL SIZES)  
 870.0 L.F. REMOVAL OF CURB AND GUTTER  
 7,860.0 C.Y. UNCLASSIFIED EXCAVATION (FM)  
 34,996.0 C.Y. BORROW EXCAVATION (A.M.) (CONTRACTOR FURNISHED) (FME) (CLASS 6)  
 4,824.0 C.Y. CHANNEL EXCAVATION (FM)  
 2,460.1 C.Y. STRUCTURE/EXCAVATION  
 6,018.1 TON PLANT MIX BITUMINOUS BASE COURSE, BB-1  
 6,868.0 C.Y. GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)  
 1,203.0 C.Y. GRANULAR MATERIAL (LVM) (CLASS 8, GROUP C)  
 187.5 TON HOT BITUMINOUS PAVEMENT LEVELING COURSE  
 4,354.6 TON HOT BITUMINOUS PAVEMENT BINDER COURSE  
 2,410.4 TON HOT BITUMINOUS PAVEMENT SURFACE COURSE  
 1,080.0 S.Y. COLD MILLING OF BITUMINOUS PAVEMENT (ALL DEPTHS)  
 105.89 C.Y. CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES  
 3,784.06 LB. REINFORCING STEEL  
 952.0 L.F. 15" REINFORCED CONCRETE PIPE, CLASS III  
 1,872.0 L.F. 18" REINFORCED CONCRETE PIPE, CLASS III  
 382.0 L.F. 24" REINFORCED CONCRETE PIPE, CLASS III  
 428.0 L.F. 30" REINFORCED CONCRETE PIPE, CLASS III  
 78.0 L.F. 36" REINFORCED CONCRETE PIPE, CLASS III  
 12.0 L.F. 42" REINFORCED CONCRETE PIPE, CLASS III  
 8.0 L.F. 48" REINFORCED CONCRETE PIPE, CLASS III  
 72.0 L.F. 54" REINFORCED CONCRETE PIPE, CLASS III  
 12.0 L.F. 60" REINFORCED CONCRETE PIPE, CLASS III

2.0 EA. 15" REINFORCED CONCRETE END SECTION  
 4.0 EA. 18" REINFORCED CONCRETE END SECTION  
 1.0 EA. 24" REINFORCED CONCRETE END SECTION  
 2.0 EA. 30" REINFORCED CONCRETE END SECTION  
 1.0 EA. 42" REINFORCED CONCRETE END SECTION  
 1.0 EA. 48" REINFORCED CONCRETE END SECTION  
 1.0 EA. 60" REINFORCED CONCRETE END SECTION  
 152.0 L.F. 30" X 23" CONCRETE ARCH PIPE, CLASS III  
 338.0 L.F. 31" X 31" CONCRETE ARCH PIPE, CLASS III  
 376.0 L.F. 38" X 38" CONCRETE ARCH PIPE, CLASS III  
 1.0 EA. 36" CONCRETE ARCH PIPE, END SECTION  
 1.0 EA. 58" X 38" CONCRETE ARCH PIPE, END SECTION  
 33,374.0 LB. CASTINGS  
 600.0 LB. GRATINGS  
 1,831.75 S.Y. CONCRETE SIDEWALK  
 7,247.34 L.F. CONCRETE CURB AND GUTTER (HEADER MODIFIED)  
 8,323.25 L.F. COMBINATION CONCRETE CURB AND GUTTER (TYPE I MODIFIED)  
 927.58 L.F. COMBINATION CONCRETE CURB AND GUTTER (TYPE I)  
 1.0' UNIT ADJUSTMENT OF MANHOLES  
 123.0 S.Y. CONCRETE ISLAND PAVEMENT  
 24.0 EA. RIGHT-OF-WAY MARKERS (TYPE II)  
 1,598 ML. 4" THERMOPLASTIC TRAFFIC STRIPE (SKIP WHITE)  
 190 MILS  
 0.325 ML. 4" THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS WHITE) (80 MILS)  
 1,562 ML. 4" THERMOPLASTIC EDGE TRAFFIC STRIPE (CONTINUOUS WHITE) (80 MILS)  
 524.0 L.F. 4" THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW) (80 MILS)  
 1.18 ML. 4" THERMOPLASTIC EDGE TRAFFIC STRIPE (CONTINUOUS YELLOW) (80 MILS)  
 4,025.0 L.F. 4" THERMOPLASTIC DETAIL TRAFFIC STRIPE (4" EQUIVALENT) (WHITE) (120 MILS)  
 3,072.0 L.F. 4" THERMOPLASTIC DETAIL TRAFFIC STRIPE (4" EQUIVALENT) (YELLOW) (120 MILS)  
 1,527.0 S.F. THERMOPLASTIC LEGEND (WHITE) (120 MILS)  
 22.0 EA. RED-CLEAR REFLECTIVE RAISED MARKERS  
 52.0 EA. TWO WAY YELLOW REFLECTIVE RAISED MARKERS  
 4.0 EA. REFLECTORIZED TRAFFIC REGULATORY SIGN (ENCAPSULATED LENS)  
 8.0 EA. REFLECTORIZED TRAFFIC HAZARD SIGN (ENCAPSULATED LENS)  
 L.S. L.S. MAINTENANCE OF TRAFFIC SIGNAL SYSTEM @ HIGHWAY 49  
 L.S. L.S. NEW TRAFFIC SIGNAL SYSTEM @ THREE RIVERS ROAD  
 Erosion Control Items  
 10.0 TON AGRICULTURAL LIMESTONE  
 5.0 TON COMMERCIAL FERTILIZER (13-13-13)  
 0.75 TON AMMONIUM NITRATE  
 5.0 ACRE SEEDING  
 11.0 TON VEGETATIVE MATERIAL FOR MULCH  
 7,402.6 S.Y. SOLID SODDING  
 12.0 EA. TREE PLANTING (4" DIA. LIVE OAK)  
 760.0 L.F. TEMPORARY SILT FENCE (TYPE II) (EOS 20-100)  
 235.0 TON LOOSE RIP-RAP, (200 LB.)  
 397.0 S.Y. FILTER FABRIC (TYPE V) (EOS 70-100) Bridge Items: Silt A  
 2.0 EA. TEST PILES  
 0.0 EA. LOADING TESTS  
 6,910.0 L.F. 14" PRESTRESSED CONCRETE PILING  
 0.0 L.F. 18" PRE-FORMED PILE HOLES  
 1,124.5 C.Y. CLASS "AA" BRIDGE CONCRETE  
 4,145.1 L.F. 40" PRESTRESSED CONCRETE BEAM  
 209,048.0 LBS. REINFORCEMENT  
 560.8 L.F. CONCRETE RAILING  
 878.0 TON LOOSE RIP-RAP, 300#  
 11,871.0 S.Y. FILTER FABRIC (TYPE V) (EOS 70-100)  
 Bridge Items: Silt B  
 2.0 EA. TEST PILES  
 0.0 EA. LOADING TESTS  
 2,830.0 L.F. 14" PRESTRESSED

CONCRETE PILING  
 0.0 L.F. 18" PRE-FORMED PILE HOLES  
 375.3 C.Y. CLASS "AA" BRIDGE CONCRETE  
 1,391.3 L.F. 40" PRESTRESSED CONCRETE BEAM  
 56,058.0 LBS. REINFORCEMENT  
 400.0 L.F. CONCRETE RAILING  
 782.0 TON LOOSE RIP-RAP, 300#  
 1,866.0 S.Y. FILTER FABRIC (TYPE V) (EOS 70-100)  
 CONTRACT TIME  
 180 WORKING DAYS  
 BASIS OF AWARD: The award if made, will be made to the lowest qualified bidder of published quantities.  
 Plans and specifications are on file in the office of the Chancery Clerk of Harrison County, Post Office Box CC, Gulfport, Mississippi 39502, the County State Aid Engineer, A. Garner Ruesat & Associates Inc., 520 33rd Street, (Post Office Box 1877, Gulfport, MS 39502), Gulfport, Mississippi, and in the office of the State Aid Engineer, 401 North West Street, Jackson, Mississippi. Plans may be secured from the County State Aid Engineer's office at the above address upon payment of \$50.00 deposit. Proposal packages may also be secured from the County State Aid Engineer's office upon payment of \$25.00. Any unsuccessful bidder upon returning the bid set within ten (10) days the bid and in good condition will be refunded the \$50.00 plan deposit. Bids must be submitted on proposal forms provided.  
 Each bid must be accompanied by a Certified Check, or a Bid Bond signed or counter-signed by an Agency authorized to write such bonds in the State of Mississippi; the said Certified Check or Bid Bond shall be in the amount of not less than five (5) percent of the amount of the Contractor's bid, and shall be made payable to the HARRISON COUNTY BOARD OF SUPERVISORS and the STATE OF MISSISSIPPI.  
 The name of the bidder, the number of the Bidder's Certificate of Responsibility, which Certificate is issued by the Mississippi State Board of Public Contractors shall be plainly written or marked on the outside of the sealed envelope containing each bid, and in addition thereto, the said envelope shall be plainly marked "Bid On Project No. DECD-002(1918) to be opened September 28, 1998". Bidders are hereby notified that any proposal accompanied by letters qualifying in any manner the condition under which the proposal is tendered will be considered irregular bid and such proposal will not be considered in making the award.  
 All bids must be on file with the Clerk of this Board on or prior to the hour and date first mentioned above. Bids sent through the mails should be addressed to the Board of Supervisors, care of the Chancery Clerk's Office, Post Office Box CC, Gulfport, Mississippi 39502. Bids may be delivered in person to the Clerk or his Deputy at either his Gulfport or Blox Office, bids delivered to the Blox Office must be delivered not later than September 25, 1998, bids delivered on September 28, 1998, must be delivered to the Clerk's Office at the First Judicial District Courthouse, Gulfport, Mississippi.  
 The Board of Supervisors hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.  
 The Board of Supervisors will meet at the time and in place first stated in this Notice and will then and there open, read aloud, consider and take action as the Board may determine on bids received in accordance with this Notice. The Board reserves the right to reject any and all bids and to waive informalities.  
 By Order of the Board of Supervisors, adopted the 10th day of August, 1998.  
 John Adams  
 Clerk of the Board of Supervisors  
 Harrison County, Mississippi  
 (SEAL)  
 H-64, s.d.v. 27, 2th  
 198799

4. That due to the emergency situation created by Hurricane Georges, the bid opening date was extended from September 28, 1998 to October 5, 1998. The following bids were received:

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

SECTION 902  
**PROPOSAL**

Date September 28, 1998

Proposal of Carter & Mullings, Inc.

of Columbia, MS

for constructing the following designated project within the time hereinafter specified.

The Plans are composed of drawings and blue prints on file in the offices of the Chancery Clerk of Harrison  
County at Gulfport Mississippi.

The Specifications are the currently approved Standard Specifications of the Office of State Aid Road Construction of the Mississippi Department of Transportation and the Federal Highway Administration, except where superseded or amended by Special Provisions and Revisions of the Specifications attached hereto and made a part thereof.

Board of Supervisors

Harrison County, Gulfport Mississippi

Sirs: The following is made on behalf of Carter & Mullins, Inc.

788 Hwy 98 Bypass

P. O. Box 112

Columbia, MS 39429

(Names and addresses of those interested)

and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is made without collusion on the part of any person, firm or corporation. I (we) certify that I (we) have carefully examined the Plans, and the Specifications, including the Special Provisions and Revisions herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Revisions and Plans I(we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (we) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid.

The following is my (our) itemized Proposal:

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

#### SECTION 902.-Proposal (Continued)

In the event of award of the Contract to me (us) under this Proposal, I (we) contemplate the sub-contracting of the following items, to the persons or firms named after each item in accordance with Special Provisions providing for the sub-contracting attached hereto if such sub-contracting thereof is approved by the Board of Supervisors and the State Aid Engineer. In the event of disapproval of such sub-contracting, I (we) agree to perform such item or items of work with my (our) own organization, in full compliance with all applicable terms of this Proposal.

NOTE: Bidder will insert below a list of the specific Pay Items and Quantities thereof which he proposes to sub-contract, and the names and addresses of the persons or firms to whom he proposes to sub-contract each item.

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

I hereby certify that the persons or firms are named above as sub-contractors with the knowledge and consent of the persons or firms named.

Signed P. Lake Pennington

By P. Lake Pennington, Vice President

In the event of the award of this contract to the above named bidder, for the performance of the work, and in the further event that the sub-contractor(s) named herein are approved by the Board of Supervisors and the State Aid Engineer, the sub-contractor or sub-contractors shall execute the following:

I (we) hereby certify that the use of our names as sub-contractors on the above items, was and is with our knowledge and consent.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For: CONSTRUCTION OF NEW FOUR-LANE ROADWAY, AND ACCESS ROAD, BETWEEN HIGHWAY 49 AND THREE RIVERS ROAD NORTH OF INTERSTATE 10 TO SERVE PROPOSED CROSSROADS SHOPPING CENTER.

I (we) agree to complete the entire site within One Hundred Eighty (180) Working Days.

\*\*\*SPECIAL NOTICE TO BIDDERS\*\*\*  
BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
<b>Roadway Items</b>								
1	S-200-A	MOBILIZATION	L.S.	L.S.	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX		42,000	00
2	S-201-A	CLEARING AND GRUBBING	L.S.	L.S.	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX		13,500	00
3	S-201-B	CLEARING AND GRUBBING	2.82	ACRE	3,500	00	9,870	00
4	S-202-A	REMOVAL OF PAVEMENT	2,705.8	S.Y.	3	00	8,117	40
5	S-202-B	REMOVAL OF PIPE (ALL SIZES)	82.0	L.F.	5	00	410	00
6	S-202-C	REMOVAL OF CURB AND GUTTER	870.0	L.F.	5	00	4,350	00
7	S-203-A	UNCLASSIFIED EXCAVATION (FM)	7,660.0	C.Y.	3	00	22,980	00
8	S-203-E1	BORROW EXCAVATION (A.H.) (CONTRACTOR FURNISHED) (FME) (CLASS 5)	34,096.0	C.Y.	6	00	204,576	00

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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SECTION 902  
PROPOSAL (Sheet No. 2-B)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
9	S-203-F	CHANNEL EXCAVATION (FM)	4,824.0	C.Y.		3 00	14,472	00 ✓
10	S-206	STRUCTURE EXCAVATION	2,460.1	C.Y.		3 00	7,380	30 ✓
11	S-301-A	PLANT MIX BITUMINOUS BASE COURSE, BB-1	6,018.7	TON		40 00	240,748	00 ✓
12	S-304	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)	6,868.0	C.Y.		7 00	48,076	00 ✓
13	S-304	GRANULAR MATERIAL (LVM) (CLASS 6, GROUP C)	1,203.0	C.Y.		10 00	12,030	00 ✓
14	S-403-A	HOT BITUMINOUS PAVEMENT LEVELING COURSE	187.5	TON		42 00	7,875	00 ✓
15	S-403-B	HOT BITUMINOUS PAVEMENT BINDER COURSE	4,354.6	TON		40 00	174,184	00 ✓
16	S-403-C	HOT BITUMINOUS PAVEMENT SURFACE COURSE	2,410.4	TON		44 00	106,057	60 ✓
17	S-406-A	COLD MILLING OF BITUMINOUS PAVEMENT (ALL DEPTHS)	1,080.0	S.Y.		6 50	7,020	00 ✓
18	S-601-B	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	105.89	C.Y.		415 00	43,944	35 ✓
19	S-602	REINFORCING STEEL	3,784.06	LB.		1 00	3,784	06 ✓
20	S-603-C-A	15" REINFORCED CONCRETE PIPE, CLASS III	852.0	L.F.		31 00	29,512	00 ✓

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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SECTION 902  
 PROPOSAL (Sheet No. 2-C)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
21	S-603-C-A	10" REINFORCED CONCRETE PIPE, CLASS III	1,072.0	L.F.	33	00	55,176	00 ✓
22	S-603-C-A	24" REINFORCED CONCRETE PIPE, CLASS III	382.0	L.F.	41	00	15,662	00 ✓
23	S-603-C-A	30" REINFORCED CONCRETE PIPE, CLASS III	428.0	L.F.	54	00	23,112	00 ✓
24	S-603-C-A	36" REINFORCED CONCRETE PIPE, CLASS III	76.0	L.F.	70	00	5,320	00 ✓
25	S-603-C-A	42" REINFORCED CONCRETE PIPE, CLASS III	12.0	L.F.	85	00	1,020	00 ✓
26	S-603-C-A	48" REINFORCED CONCRETE PIPE, CLASS III	8.0	L.F.	110	00	880	00 ✓
27	S-603-C-A	54" REINFORCED CONCRETE PIPE, CLASS III	72.0	L.F.	140	00	10,080	00 ✓
28	S-603-C-A	60" REINFORCED CONCRETE PIPE, CLASS III	12.0	L.F.	250	00	3,000	00 ✓
29	S-603-C-B	15" REINFORCED CONCRETE END SECTION	2.0	EA.	450	00	900	00 ✓
30	S-603-C-B	18" REINFORCED CONCRETE END SECTION	4.0	EA.	500	00	2,000	00 ✓
31	S-603-C-B	24" REINFORCED CONCRETE END SECTION	1.0	EA.	650	00	650	00 ✓
32	S-603-C-B	30" REINFORCED CONCRETE END SECTION	2.0	EA.	800	00	1,600	00 ✓

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SECTION 002  
 PROPOSAL (Sheet No. 2-D)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
33	S-603-C-B	42" REINFORCED CONCRETE END SECTION	1.0	EA.	1,400	00	1,400	00 ✓
34	S-603-C-B	48" REINFORCED CONCRETE END SECTION	1.0	EA.	1,600	00	1,600	00 ✓
35	S-603-C-B	60" REINFORCED CONCRETE END SECTION	1.0	EA.	2,300	00	2,300	00 ✓
36	S-603-C-E	36" X 23" CONCRETE ARCH PIPE, CLASS A III	152.0	L.F.	65	00	9,880	00 ✓
37	S-603-C-E	51" X 31" CONCRETE ARCH PIPE, CLASS A III	336.0	L.F.	115	00	38,640	00 ✓
38	S-603-C-E	58" X 36" CONCRETE ARCH PIPE, CLASS A III	376.0	L.F.	134	00	50,384	00 ✓
39	S-603-C-F	36" X 23" CONCRETE ARCH PIPE, END SECTION	1.0	EA.	650	00	650	00 ✓
40	S-603-C-F	58" X 36" CONCRETE ARCH PIPE, END SECTION	1.0	EA.	1,250	00	1,250	00 ✓
41	S-604-A	CASTINGS	33,374.0	LB.	1	25	41,717	50 ✓
42	S-604-B	GRATINGS	600.0	LB.	1	80	1,080	00 ✓
43	S-608-A	CONCRETE SIDEWALK	1,931.75	S.Y.	14	00	27,044	50 ✓
44	S-609-B	CONCRETE CURB, TYPE (HEADER MODIFIED)	7,247.34	L.F.	12	00	86,968	08 ✓

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Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
45	S-609-D	COMBINATION CONCRETE CURB AND GUTTER (TYPE I MODIFIED)	8,323.25	L.F.	12	00	99,879	00 ✓
46	S-609-D	COMBINATION CONCRETE CURB AND GUTTER (TYPE II)	927.58	L.F.	12	00	11,130	96 ✓
47	S-613-E	ADJUSTMENT OF MANHOLES	1.0	UNIT	300	00	300	00 ✓
48	S-616-A	CONCRETE ISLAND PAVEMENT	123.9	S.Y.	16	00	1,982	40 ✓
49	S-617-A	RIGHT-OF-WAY MARKERS (TYPE II)	24.0	EA.	45	00	1,080	00 ✓
50	626-A	4" THERMOPLASTIC TRAFFIC STRIPE (SKIP WHITE)(90 MILS)	1.598	MI.	900	00	1,438	20 ✓
51	626-B	4" THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS WHITE)(90 MILS)	0.325	MI.	900	00	292	50 ✓
52	626-C	4" THERMOPLASTIC EDGE TRAFFIC STRIPE (CONTINUOUS WHITE)(60 MILS)	1.562	MI.	800	00	1,249	60 ✓
53	626-E	4" THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW)(90 MILS)	1,634.00	L.F.	1	00	1,634	00 ✓
54	626-F	4" THERMOPLASTIC EDGE TRAFFIC STRIPE (CONTINUOUS YELLOW)(60 MILS)	1.19	MI.	900	00	1,071	00 ✓
55	626-G	1" THERMOPLASTIC DETAIL TRAFFIC STRIPE (4" EQUIVALENT)(WHITE)(120 MILS)	4,025.0	L.F.	1	00	4,025	00 ✓
56	626-G	4" THERMOPLASTIC DETAIL TRAFFIC STRIPE (4" EQUIVALENT)(YELLOW)(120 MILS)	3,072.0	L.F.	1	00	3,072	00 ✓

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Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total		
					Dollars	Cents	Dollars	Cents	
57	626-H	THERMOPLASTIC LEGEND (WHITE) (120 MILS)	1,527.0	S.F.	3	00	4,581	00 ✓	
58	627-C	RED-CLEAR REFLECTIVE RAISED MARKERS	23.0	EA.	200	00	4,600	00 ✓	
59	627-D	TWO WAY YELLOW REFLECTIVE RAISED MARKERS	52.0	EA.	200	00	10,400	00 ✓	
60	S-630-2	REFLECTORIZED TRAFFIC REGULATORY SIGN (ENCAPSULATED LENS)	4.0	EA.	150	00	600	00 ✓	
61	S-630-3	REFLECTORIZED TRAFFIC HAZARD SIGN (ENCAPSULATED LENS)	8.0	EA.	150	00	1,200	00 ✓	
62	901-S-618	MAINTENANCE OF TRAFFIC	L.S.	L.S.	XXXXXXXXXXXXXXXXXXXX		10,000	00 ✓	
63	901-S-618-A	ADDITIONAL CONSTRUCTION SIGNS	0.0	S.F.	6	00	0	00 ✓	
64	901-S-908-635-A	MODIFICATION TO TRAFFIC SIGNAL SYSTEM @ HIGHWAY 49	L.S.	L.S.	XXXXXXXXXXXXXXXXXXXX		35,951	18 ✓	
65	901-S-908-635-B	NEW TRAFFIC SIGNAL SYSTEM @ THREE RIVERS ROAD	L.S.	L.S.	XXXXXXXXXXXXXXXXXXXX		62,253	36 ✓	
Subtotal Roadway Items							1,639,940	99	✓
<b>Erosion Control Items</b>									
66	S-212-A	AGRICULTURAL LIMESTONE	10.0	TON	150	00	1,500	00 ✓	

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SECTION 902  
 PROPOSAL (Sheet No. 2-G)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
67	S-212-B	COMMERCIAL FERTILIZER (13-13-13)	5.0	TON	500	00	2,500	00 ✓
68	S-212-F	AMMONIUM NITRATE	0.75	TON	600	00	450	00 ✓
69	S-214	SEEDING	5.0	ACRE	800	00	4,000	00 ✓
70	901-S-215-A	VEGETATIVE MATERIALS FOR MULCH	11.0	TON	300	00	3,300	00 ✓
71	S-226	SOLID SODDING	7,402.6	S.Y.	4	50	33,311	70 ✓
72	230-B	TREE PLANTING (4" DIA. LIVE OAK)	12.0	EA.	750	00	9,000	00 ✓
73	S-610-A	TEMPORARY SILT FENCE (TYPE II) (EOS 20-100)	760.0	L.F.	3	50	2,160	00 ✓
74	S-815-A	LOOSE RIP-RAP, (200 LS.)	235.0	TON	40	00	9,400	00 ✓
75	S-815-F	FILTER FABRIC (TYPE V) (EOS 70-100)	397.0	S.Y.	1	50	595	50 ✓
<b>Subtotal Erosion Control Items</b>							66,717	20 ✓
<b>BRIDGE ITEMS - SITE A</b>								
76	S-803-A	TEST PILES	2.0	EA.	8000	00	16,000	00 ✓

SECTION 902  
PROPOSAL (Sheet No. 2-H)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
77	S-803-B	LOADING TESTS	0.0	EA.	4,000	00	0	00 ✓
78	S-803-C	14" PRESTRESSED CONCRETE PILING	8,910.0	L.F.	24	50	218,295	00 ✓
79	S-803-I	18" PRE-FORMED PILE HOLES	0.0	L.F.	10	00	0	00 ✓
80	S-804-A	CLASS "AA" BRIDGE CONCRETE	1,124.5	C.Y.	400	00	449,800	00 ✓
81	S-804-C	40" PRESTRESSED CONCRETE BEAM	4,145.1	L.F.	40	00	165,804	00 ✓
82	S-805	REINFORCEMENT	209,048.0	LBS.		45	94,071	60 ✓
83	S-813-A	CONCRETE RAILING	560.6	L.F.	32	00	17,937	20 ✓
84	S-815-A	LOOSE RIP-RAP, 300#	878.0	TON	40	00	35,120	00 ✓
85	S-815-F	FILTER FABRIC (TYPE V) (EOS 70-100)	1,871.0	S.Y.	1	50	2,806	50 ✓
<b>Subtotal Bridge Items - Site A</b>							999,836	30 ✓
<b>BRIDGE ITEMS - SITE B</b>								
86	S-803-A	TEST PILES	2.0	EA.	8000	00	16,000	00 ✓

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SECTION 902  
PROPOSAL (Sheet No. 2-1)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
87	S-803-B	LOADING TESTS	0.0	EA.	4,000	00	0	00 ✓
88	S-803-C	14" PRESTRESSED CONCRETE PILING	2,830.0	L.F.	24	50	69,335	00 ✓
89	S-803-I	18" PRE-FORMED PILE HOLES	0.0	L.F.	10	00	0	00 ✓
90	S-804-A	CLASS "AA" BRIDGE CONCRETE	375.5	C.Y.	400	00	150,200	00 ✓
91	S-804-C	40' PRESTRESSED CONCRETE BEAM	1,391.3	L.F.	40	00	55,652	00 ✓
92	S-805	REINFORCEMENT	56,063.0	LBS.		45	25,228	35 ✓
93	S-813-A	CONCRETE RAILING	400.0	L.F.	32	00	12,500	00 ✓
94	S-815-A	LOOSE RIP-RAP, 300#	782.0	TON	40	00	31,280	00 ✓
95	S-815-F	FILTER FABRIC (TYPE V) (EOS 70-100)	1,666.0	S.Y.	1	50	2,499	00 ✓
<b>Subtotal Bridge Items - Site B</b>							362,994	35 ✓
<b>GRAND TOTAL BID</b>							3,069,488.84	✓

*o.k. ok*

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SECTION 902—Proposal (Continued)

I (we) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

I (we) further propose to execute the attached contract agreement (Section 903) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit provided for in the Specifications and Notice to Contractors. I (we) also propose to execute the attached contract bond (Section 904) in an amount not less than one hundred (100) per cent of the total of my (our) bid. This bond shall not only serve to guarantee the completion of the work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (we) enclose a certified check (bid bond) for five percent of total bid (\$5% of bid) Dollars and hereby agree that in case of my (our) failure to execute the contract and furnish bond within FIFTEEN (15) days after notice of award, the amount of this check (bid bond) will be forfeited to the County of Harrison State of Mississippi, as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Respectfully submitted,

Carter & Mullins, Inc.

By P. Lake Pennington Contractor.

Title P. Lake Pennington, Vice President

Address P O Box 112, Columbia, MS 39429

Date September 28, 1998

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of Mississippi and the names, titles and business addresses of the executives are as follows:

Robert P. Carter	P O Box 112, Columbia, MS 39429
President	Address
Robert C. Carter	P O Box 112, Columbia, MS 39429
Secretary	Address
Robert C. Carter	P O Box 112, Columbia, MS 39429
Treasurer	Address

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Bond No. ....

**Fidelity and Deposit Company**

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Carter & Mullings, Inc.  
P.O. Box 112, Columbia, MS 39429

....., as Principal, (hereinafter called the "Principal"), and  
the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized  
under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound  
unto Harrison County Board of Supervisors  
and the State of Mississippi

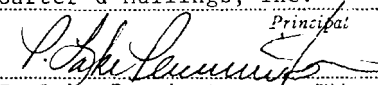
.....as Obligee, (hereinafter called the "Obligee"),  
in the sum of Five Percent of Total Bid Dollars (\$ 5% of Bid),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves,  
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for.....  
State Aid - Federal Aid Project No. DECD-0024(13)B

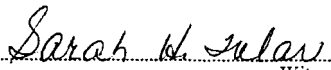
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into  
a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be  
specified in the bidding or contract documents with good and sufficient surety for the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

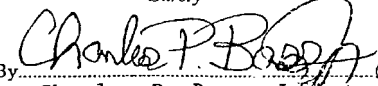
Signed and sealed this 28th day of September A.D. 19 98

  
.....  
Witness

Carter & Mullings, Inc. (SEAL)  
Principal  
  
P. Lake Pennington Title  
Vice-President

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
Surety

  
.....  
Witness

By  (SEAL)  
Charles P. Bass, Jr.  
Attorney-in-Fact



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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DIVISION OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI STATE HIGHWAY DEPARTMENT

AFFIDAVIT  
(To Be Executed in Duplicate)

State of Mississippi

County of Marion

I, P. Lake Pennington  
(Name of person signing affidavit)

individually, and in my capacity as Vice President of  
(Title)

Carter & Mullings, Inc. being duly sworn, on  
(Name of Firm, Partnership, or Corporation)

oath, do depose and say as follows:

That Carter & Mullings, Inc., Bidder on  
(Name of Firm, Partnership, or Corporation)

Project No. DECD-0024(13)B,

in Harrison County, Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees, or principal owners.

Further, being duly sworn (or under penalty of perjury under the laws of the United States and the State of Mississippi), certifies that, except as noted below, (the company) or any person associated therewith in the capacity of (owner, partner, director, manager, auditor, or any position involving the administration of federal funds):

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(Rev. 10-1-89)

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AFFIDAVIT (Continued)

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Item (b) of this subsection; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here " \_\_\_\_\_ " if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

The Bidder shall provide immediate written notice to the Board of Supervisors and the State Aid Engineer at any time, prior to or after award, that it is known a certification was erroneous when executed or has become erroneous by reason of changed circumstances.

NOTE: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

All of the foregoing and attachments (when indicated) is true and correct.

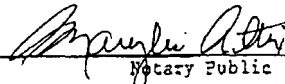
  
\_\_\_\_\_  
Signature

(SEAL)

P. Lake Pennington, Vice President  
Title

Sworn before me this 28th day of September 19 98

My commission expires 9-10-2000

  
\_\_\_\_\_  
Notary Public

NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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**SECTION 902**  
**PROPOSAL**

Period Oct. 5, 1998  
Date September 28, 1998  
Proposal of Columbia Welding & Construction Inc.  
of Columbia, MS

for constructing the following designated project within the time hereinafter specified.

The Plans are composed of drawings and blue prints on file in the offices of the Chancery Clerk of Harrison  
County at Gulfport Mississippi.

The Specifications are the currently approved Standard Specifications of the Office of State Aid Road Construction of the Mississippi Department of Transportation and the Federal Highway Administration, except where superseded or amended by Special Provisions and Revisions of the Specifications attached hereto and made a part thereof.

Board of Supervisors  
Harrison County, Gulfport Mississippi

Sirs: The following is made on behalf of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Names and addresses of those interested)

and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is made without collusion on the part of any person, firm or corporation. I (we) certify that I (we) have carefully examined the Plans, and the Specifications, including the Special Provisions and Revisions herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Revisions and Plans I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (we) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid.

The following is my (our) itemized Proposal:

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**SECTION 902—Proposal (Continued)**

In the event of award of the Contract to me (us) under this Proposal, I (we) contemplate the sub-contracting of the following items, to the persons or firms named after each item in accordance with Special Provisions providing for the sub-contracting attached hereto if such sub-contracting thereof is approved by the Board of Supervisors and the State Aid Engineer. In the event of disapproval of such sub-contracting, I (we) agree to perform such item or items of work with my (our) own organization, in full compliance with all applicable terms of this Proposal.

NOTE: Bidder will insert below a list of the specific Pay Items and Quantities thereof which he proposes to sub-contract, and the names and addresses of the persons or firms to whom he proposes to sub-contract each Item.

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

I hereby certify that the persons or firms are named above as sub-contractors with the knowledge and consent of the persons or firms named.

Signed \_\_\_\_\_

By \_\_\_\_\_

In the event of the award of this contract to the above named bidder, for the performance of the work, and in the further event that the sub-contractor(s) named herein are approved by the Board of Supervisors and the State Aid Engineer, the sub-contractor or sub-contractors shall execute the following:

I (we) hereby certify that the use of our names as sub-contractors on the above items, was and is with our knowledge and consent.

\_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_ 19 \_\_\_\_\_

SECTION 902  
PROPOSAL SHEET (2-A)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

For: CONSTRUCTION OF NEW FOUR-LANE ROADWAY, AND ACCESS ROAD, BETWEEN HIGHWAY 49 AND THREE RIVERS ROAD NORTH OF INTERSTATE 10 TO SERVE PROPOSED CROSSROADS SHOPPING CENTER.

I (we) agree to complete the entire site within One Hundred Eighty (180) Working Days.

\*\*\*SPECIAL NOTICE TO BIDDERS\*\*\*  
BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total		
					Dollars	Cents	Dollars	Cents	
<b>Roadway Items</b>									
1	S-200-A	MOBILIZATION	L.S.	L.S.	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX		250000	00	✓
2	S-201-A	CLEARING AND GRUBBING	L.S.	L.S.	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX		250000	00	✓
3	S-201-B	CLEARING AND GRUBBING	2.82	ACRE	8000	00	22560	00	✓
4	S-202-A	REMOVAL OF PAVEMENT	2,705.8	S.Y.	3	00	8,117.40	00	✓
5	S-202-B	REMOVAL OF PIPE (ALL SIZES)	82.0	L.F.	15	00	1230	00	✓
6	S-202-C	REMOVAL OF CURB AND GUTTER	870.0	L.F.	4	00	3480	00	✓
7	S-203-A	UNCLASSIFIED EXCAVATION (FM)	7,660.0	C.Y.	2	50	19150	00	✓
8	S-203-E1	BORROW EXCAVATION (A.H.) (CONTRACTOR FURNISHED) (FME) (CLASS 5)	34,096.0	C.Y.	7	50	255720	00	✓

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SECTION 902  
 PROPOSAL (Sheet No. 2-B)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
9	S-203-F	CHANNEL EXCAVATION (FM)	4,824.0	C.Y.	2	50	12060	00 ✓
10	S-206	STRUCTURE EXCAVATION	2,460.1	C.Y.	2	50	6150	25 ✓
11	S-301-A	PLANT MIX BITUMINOUS BASE COURSE, BB-1	6,018.7	TON	36	00	216673	20 ✓
12	S-304	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)	6,868.0	C.Y.	10	00	68680	00 ✓
13	S-304	GRANULAR MATERIAL (LVM) (CLASS 6, GROUP C)	1,203.0	C.Y.	20	00	24060	00 ✓
14	S-403-A	HOT BITUMINOUS PAVEMENT LEVELING COURSE	187.5	TON	38	00	7125	00 ✓
15	S-403-B	HOT BITUMINOUS PAVEMENT BINDER COURSE	4,354.6	TON	38	00	165474	80 ✓
16	S-403-C	HOT BITUMINOUS PAVEMENT SURFACE COURSE	2,410.4	TON	38	00	91595	20 ✓
17	S-406-A	COLD MILLING OF BITUMINOUS PAVEMENT (ALL DEPTHS)	1,080.0	S.Y.	15	00	16200	00 ✓
18	S-601-B	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	105.89	C.Y.	731	50	77458	53 ✓
19	S-602	REINFORCING STEEL	3,784.06	LB.		45	1702	83 ✓
20	S-603-C-A	15" REINFORCED CONCRETE PIPE, CLASS III	952.0	L.F.	28	75	27370	00 ✓

SECTION 902  
PROPOSAL (Sheet No. 2-C)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
21	S-603-C-A	18" REINFORCED CONCRETE PIPE, CLASS III	1,672.0	L.F.	31	02	51865	44 ✓
22	S-603-C-A	24" REINFORCED CONCRETE PIPE, CLASS III	382.0	L.F.	46	30	17686	60 ✓
23	S-603-C-A	30" REINFORCED CONCRETE PIPE, CLASS III	428.0	L.F.	60	90	26065	20 ✓
24	S-603-C-A	36" REINFORCED CONCRETE PIPE, CLASS III	76.0	L.F.	79	51	6042	76 ✓
25	S-603-C-A	42" REINFORCED CONCRETE PIPE, CLASS III	12.0	L.F.	104	30	1251	60 ✓
26	S-603-C-A	48" REINFORCED CONCRETE PIPE, CLASS III	8.0	L.F.	117	35	938	80 ✓
27	S-603-C-A	54" REINFORCED CONCRETE PIPE, CLASS III	72.0	L.F.	132	69	9553	68 ✓
28	S-603-C-A	60" REINFORCED CONCRETE PIPE, CLASS III	12.0	L.F.	202	92	2435	04 ✓
29	S-603-C-B	15" REINFORCED CONCRETE END SECTION	2.0	EA.	280	80	561	60 ✓
30	S-603-C-B	18" REINFORCED CONCRETE END SECTION	4.0	EA.	540	16	2160	64 ✓
31	S-603-C-B	24" REINFORCED CONCRETE END SECTION	1.0	EA.	636	82	636	82 ✓
32	S-603-C-B	30" REINFORCED CONCRETE END SECTION	2.0	EA.	730	82	1461	64 ✓

MINUTE BOOK  
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SECTION 902  
 PROPOSAL (Sheet No. 2-D)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total		
					Dollars	Cents	Dollars	Cents	
33	S-603-C-B	42" REINFORCED CONCRETE END SECTION	1.0	EA.	1189	16	1189	16	✓
34	S-603-C-B	48" REINFORCED CONCRETE END SECTION	1.0	EA.	1328	46	1328	46	✓
35	S-603-C-B	60" REINFORCED CONCRETE END SECTION	1.0	EA.	1821	12	1821	12	✓
36	S-603-C-E	36" X 23" CONCRETE ARCH PIPE, CLASS A III	152.0	L.F.	65	71	9987	92	✓
37	S-603-C-E	51" X 31" CONCRETE ARCH PIPE, CLASS A III	336.0	L.F.	108	17	36345	12	✓
38	S-603-C-E	58" X 36" CONCRETE ARCH PIPE, CLASS A III	376.0	L.F.	134	98	50752	48	✓
39	S-603-C-F	36" X 23" CONCRETE ARCH PIPE, END SECTION	1.0	EA.	678	57	678	57	✓
40	S-603-C-F	58" X 36" CONCRETE ARCH PIPE, END SECTION	1.0	EA.	1328	46	1328	46	✓
41	S-604-A	CASTINGS	33,374.0	LB.	1	14	38046	36	✓
42	S-604-B	GRATINGS	600.0	LB.	1	53	918	00	✓
43	S-608-A	CONCRETE SIDEWALK	1,931.75	S.Y.	18	00	34721	50	✓
44	S-609-B	CONCRETE CURB, TYPE (HEADER MODIFIED)	7,247.34	L.F.	10	25	74285	23	✓



SECTION 902  
PROPOSAL (Sheet No. 2-E)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
45	S-609-D	COMBINATION CONCRETE CURB AND GUTTER (TYPE I MODIFIED)	8,323.25	L.F.	10	50	87394	13 ✓
46	S-609-D	COMBINATION CONCRETE CURB AND GUTTER (TYPE II)	927.58	L.F.	10	50	9739	59 ✓
47	S-613-E	ADJUSTMENT OF MANHOLES	1.0	UNIT	4000	00	4000	00 ✓
48	S-616-A	CONCRETE ISLAND PAVEMENT	123.9	S.Y.	28	00	3469	20 ✓
49	S-617-A	RIGHT-OF-WAY MARKERS (TYPE II)	24.0	EA.	50	00	1200	00 ✓
50	626-A	4" THERMOPLASTIC TRAFFIC STRIPE (SKIP WHITE)(90 MILS)	1.598	MI.	1000	00	1598	00 ✓
51	626-B	4" THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS WHITE)(90 MILS)	0.325	MI.	1000	00	325	00 ✓
52	626-C	4" THERMOPLASTIC EDGE TRAFFIC STRIPE (CONTINUOUS WHITE)(60 MILS)	1.562	MI.	1000	00	1562	00 ✓
53	626-E	4" THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW)(90 MILS)	1,634.00	L.F.		50	812	00 ✓
54	626-F	4" THERMOPLASTIC EDGE TRAFFIC STRIPE (CONTINUOUS YELLOW)(60 MILS)	1.19	MI.	1000	00	1190	00 ✓
55	626-G	4" THERMOPLASTIC DETAIL TRAFFIC STRIPE (4" EQUIVALENT)(WHITE)(120 MILS)	4,025.0	L.F.		75	3018	75 ✓
56	626-G	4" THERMOPLASTIC DETAIL TRAFFIC STRIPE (4" EQUIVALENT)(YELLOW)(120 MILS)	3,072.0	L.F.		75	2304	00 ✓

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SECTION 902  
 PROPOSAL (Sheet No. 2-F)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
57	626-H	THERMOPLASTIC LEGEND (WHITE) (120 MILS)	1,527.0	S.F.	5	00	7635	00 ✓
58	627-C	RED-CLEAR REFLECTIVE RAISED MARKERS	23.0	EA.	5	00	115	00 ✓
59	627-D	TWO WAY YELLOW REFLECTIVE RAISED MARKERS	52.0	EA.	5	00	260	00 ✓
60	S-630-2	REFLECTORIZED TRAFFIC REGULATORY SIGN (ENCAPSULATED LENS)	4.0	EA.	100	00	400	00 ✓
61	S-630-3	REFLECTORIZED TRAFFIC HAZARD SIGN (ENCAPSULATED LENS)	8.0	EA.	75	00	600	00 ✓
62	901-S-618	MAINTENANCE OF TRAFFIC	L.S.	L.S.	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX		12000	00 ✓
63	901-S-618-A	ADDITIONAL CONSTRUCTION SIGNS	0.0	S.F.		6 00		0 00 ✓
64	901-S-908-635-A	MODIFICATION TO TRAFFIC SIGNAL SYSTEM @ HIGHWAY 49	L.S.	L.S.	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX		31297	25 ✓
65	901-S-908-635-B	NEW TRAFFIC SIGNAL SYSTEM @ THREE RIVERS ROAD	L.S.	L.S.	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX		46898	00 ✓
<b>Subtotal Roadway Items</b>							2,112,842	83 ✓
<b>Erosion Control Items</b>							2,112,949	43-05P ✓
66	S-212-A	AGRICULTURAL LIMESTONE	10.0	TON	50	00	500	00 ✓

SECTION 902  
PROPOSAL (Sheet No. 2-G)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total		
					Dollars	Cents	Dollars	Cents	
67	S-212-B	COMMERCIAL FERTILIZER (13-13-13)	5.0	TON	250	00	1250	00 ✓	
68	S-212-F	AMMONIUM NITRATE	0.75	TON	500	00	375	00 ✓	
69	S-214	SEEDING	5.0	ACRE	500	00	2500	00 ✓	
70	901-S-215-A	VEGETATIVE MATERIALS FOR MULCH	11.0	TON	150	00	1650	00 ✓	
71	S-226	SOLID SODDING	7,402.6	S.Y.	280		20727	28 ✓	
72	230-B	TREE PLANTING (4" DIA. LIVE OAK)	12.0	EA.	150	00	1800	00 ✓	
73	S-610-A	TEMPORARY SILT FENCE (TYPE II) (EOS 20-100)	760.0	LF.	7	00	5320	00 ✓	
74	S-815-A	LOOSE RIP-RAP, (200 LS.)	235.0	TON	40	00	9400	00 ✓	
75	S-815-F	FILTER FABRIC (TYPE V) (EOS 70-100)	397.0	S.Y.	2	00	794	00 ✓	
Subtotal Erosion Control Items							44316	28	
BRIDGE ITEMS - SITE A							43,216	28	8 ✓
76	S-803-A	TEST PILES	2.0	EA.	4237	00	8474	00 ✓	

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SECTION 902  
 PROPOSAL (Sheet No. 2-H)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
77	S-803-B	LOADING TESTS	0.0	EA.	4,000	00	0	00 ✓
78	S-803-C	14" PRESTRESSED CONCRETE PILING	8,910.0	L.F.	17	85	159	043 50 ✓
79	S-803-I	18" PRE-FORMED PILE HOLES	0.0	L.F.	10	00	0	00 ✓
80	S-804-A	CLASS "AA" BRIDGE CONCRETE	1,124.5	C.Y.	375	00	421	687 50 ✓
81	S-804-C	40" PRESTRESSED CONCRETE BEAM	4,145.1	L.F.	44	00	182	384 00 ✓
82	S-805	REINFORCEMENT	209,048.0	LBS.		45	94	071 60 ✓
83	S-813-A	CONCRETE RAILING	560.6	L.F.	34	00	19	060 40 ✓
84	S-815-A	LOOSE RIP-RAP, 300#	878.0	TON	40	00	35	120 00 ✓
85	S-815-F	FILTER FABRIC (TYPE V) (EOS 70-100)	1,871.0	S.Y.	2	00	37	42 00 ✓
Subtotal Bridge Items - Site A							923	583 00 ✓
<b>BRIDGE ITEMS - SITE B</b>								
86	S-803-A	TEST PILES	2.0	EA.	4237	00	84	74 00 ✓

SECTION 902  
PROPOSAL (Sheet No. 2-1)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
87	S-803-B	LOADING TESTS	0.0	EA.	4,000	00	0	00 ✓
88	S-803-C	14" PRESTRESSED CONCRETE PILING	2,830.0	L.F.	17	85	50,515	50 ✓
89	S-803-I	18" PRE-FORMED PILE HOLES	0.0	L.F.	10	00	0	00 ✓
90	S-804-A	CLASS "AA" BRIDGE CONCRETE	375.5	C.Y.	375	00	140,812	50 ✓
91	S-804-C	40' PRESTRESSED CONCRETE BEAM	1,391.3	L.F.	44	00	61,217	20 ✓
92	S-805	REINFORCEMENT	56,063.0	LBS.		45	252,283	35 ✓
93	S-813-A	CONCRETE RAILING	400.0	L.F.	34	00	13,600	00 ✓
94	S-815-A	LOOSE RIP-RAP, 300#	782.0	TON	40	00	31,280	00 ✓
95	S-815-F	FILTER FABRIC (TYPE V) (EOS 70-100)	1,666.0	S.Y.	2	00	3,332	00 ✓
Subtotal Bridge Items - Site B							334,459	55 ✓
GRAND TOTAL BID							3,415,201.66	
							<del>3,459,082.00</del>	
							\$ 3,414,102.08	

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**SECTION 902--Proposal (Continued)**

I (we) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

I (we) further propose to execute the attached contract agreement (Section 903) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit provided for in the Specifications and Notice to Contractors. I (we) also propose to execute the attached contract bond (Section 904) in an amount not less than one hundred (100) per cent of the total of my (our) bid. This bond shall not only serve to guarantee the completion of the work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (we) enclose a certified check (bid bond) for Five Percent (\$ 5%) Dollars and hereby agree that in case of my (our) failure to execute the contract and furnish bond within FIFTEEN (15) days after notice of award, the amount of this check (bid bond) will be forfeited to the County of Harrison State of Mississippi, as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Respectfully submitted,

Columbia Welding & Prost, Inc.  
Contractor.

By D. Pace

Title President

Address P.O. Box 21, Columbia, MS 39439

Date October 5, 1998

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of MS and the names, titles and business addresses of the executives are as follows:

Don S. Pace  
President

P.O. Box 21, Columbia, MS 39439  
Address

Paul E. Pace  
Secretary

"  
Address

Treasurer

Address

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Fidelity and Guaranty Insurance Company



**Bid Bond**

Bond Number .....

Know all men by these presents:

That COLUMBIA WELDING & CONSTRUCTION, INC. of COLUMBIA, MS, as Principal, and Fidelity and Guaranty Insurance Company, an Iowa corporation, as Surety, are held and firmly bound unto BOARD OF SUPERVISORS OF HARRISON COUNTY as Oblige, in the full and just sum of 5% OF BID

Dollars, lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said Principal is herewith submitting its proposal CONSTRUCTION OF A NEW FOUR-LANE ROADWAY AND ACES ROAD BETWEEN HIGHWAY 49 AND THREE RIVERS ROAD NORTH OF INTERSTATE 10 TO SERVE PROPOSED CROSSROADS SHOPPING CENTER. INCLUDED WILL BE GRADE, DRAINAGE, PAVING, CURB AND GUTTER AND TWO POURED-IN-PLACE BRIDGES.

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Oblige the difference in money between the amount of the bid of the said Principal and the amount for which the Oblige legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered OCTOBER 5, 1998 (Date)

COLUMBIA WELDING & CONSTRUCTION, INC. (Seal)

Handwritten signatures: Sarah Barber, Paul Pace, [unclear]

Handwritten signature: [unclear] (Seal)

Fidelity and Guaranty Insurance Company

Handwritten signature: Richard Teb Jones  
RICHARD TEB JONES Attorney-in-fact  
STEWART SNEED HEWES JONES, INC.  
P.O. BOX 1976  
HATTIESBURG, MS 39403-1976

MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
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1630987

United States Fidelity and Guaranty Company

Power of Attorney

No. 108636



Know all men by these presents: That United States Fidelity and Guaranty Company, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Richard T. Jones, Richard Teb Jones and Mary J. Norval

of the City of Hattiesburg, State of Mississippi its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said United States Fidelity and Guaranty Company, has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Assistant Secretary, this 13th day of August, A.D. 1997.

United States Fidelity and Guaranty Company.



(Signed) By [Signature]  
Vice President

(Signed) By [Signature]  
Assistant Secretary

State of Maryland )

Baltimore City )

THIS POWER OF ATTORNEY IS INVALID WITHOUT THESE SEALS

On this 13th day of August, A.D. 1997, before me personally came Gary A. Wilson, Vice President of United States Fidelity and Guaranty Company, and Thomas E. Huibregtse, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Gary A. Wilson and Thomas E. Huibregtse were respectively the Vice President and the Assistant Secretary of the said United States Fidelity and Guaranty Company, the corporation described in and which executed the foregoing Power of Attorney, that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the 1st day of August, A.D. 1998.



(Signed) By [Signature]  
Notary Public

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the United States Fidelity and Guaranty Company on September 24, 1992:

Resolved, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

Resolved, That Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Huibregtse, an Assistant Secretary of the United States Fidelity and Guaranty Company, do hereby certify that the foregoing are true excerpts from the Resolutions of the said Company as adopted by its Board of Directors on September 24, 1992 and that these Resolutions are in full force and effect.

I, the undersigned Assistant Secretary of the United States Fidelity and Guaranty Company, do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the United States Fidelity and Guaranty Company, on this 5TH day of OCTOBER, 19 98



[Signature]  
Assistant Secretary



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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DIVISION OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI STATE HIGHWAY DEPARTMENT

AFFIDAVIT  
(To Be Executed in Duplicate)

State of Mississippi

County of HarrisonI, Dan S Pace  
(Name of person signing affidavit)individually, and in my capacity as President of  
(Title)Columbia Welding & Construction Inc being duly sworn, on  
(Name of Firm, Partnership, or Corporation)

oath, do depose and say as follows:

That Columbia Welding & Construction Inc, Bidder on  
(Name of Firm, Partnership, or Corporation)Project No. B DECD -0024(13)B,in Harrison County, Mississippi, has  
not either directly or indirectly entered into any agreement, partici-  
pated in any collusion; or otherwise taken any action in restraint of  
free competitive bidding in connection with this contract; nor have  
any of its officers, partners, employees, or principal owners.Further, being duly sworn (or under penalty of perjury under the laws  
of the United States and the State of Mississippi), certifies that,  
except as noted below, (the company) or any person associated therewith  
in the capacity of (owner, partner, director, manager, auditor, or any  
position involving the administration of federal funds):

- (a) Are not presently debarred, suspended, proposed for debarment,  
declared ineligible, or voluntarily excluded from covered trans-  
actions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been  
convicted of or had a civil judgment rendered against them for  
commission of fraud or a criminal offense in connection with ob-  
taining, attempting to obtain, or performing a public (Federal,  
State or local) transaction or contract under a public transaction;  
violation of Federal or State antitrust statutes or commission of  
embezzlement, theft, forgery, bribery, falsification or destruction  
of records, making false statements, or receiving stolen property;

(Rev. 10-1-89)

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AFFIDAVIT (Continued)

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Item (b) of this subsection; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here " \_\_\_\_\_ " if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

The Bidder shall provide immediate written notice to the Board of Supervisors and the State Aid Engineer at any time, prior to or after award, that it is known a certification was erroneous when executed or has become erroneous by reason of changed circumstances.

NOTE: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

All of the foregoing and attachments (when indicated) is true and correct.

*D. D. Dore*  
Signature  
President  
Title

(SEAL)

Sworn before me this 5<sup>th</sup> day of October 1998

My commission expires July 4, 2002 *Suzanne G. Barber*  
Notary Public

NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

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SECTION 902  
**PROPOSAL**

*Oct. 5, 1998*

Date ~~SEPT 28, 1998~~

Proposal of FORE CONSTRUCTION, INC.

of GULFPORT, MS

for constructing the following designated project within the time hereinafter specified.

The Plans are composed of drawings and blue prints on file in the offices of the Chancery Clerk of HARRISON

County at GULFPORT Mississippi.

The Specifications are the currently approved Standard Specifications of the Office of State Aid Road Construction of the Mississippi Department of Transportation and the Federal Highway Administration, except where superseded or amended by Special Provisions and Revisions of the Specifications attached hereto and made a part thereof.

Board of Supervisors

HARRISON County, GULFPORT Mississippi

Sirs: The following is made on behalf of FORE CONSTRUCTION, INC.  
P O Box 2324  
Gulfport, MS 39505-2324

(Names and addresses of those interested)

and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is made without collusion on the part of any person, firm or corporation. I (we) certify that I (we) have carefully examined the Plans, and the Specifications, including the Special Provisions and Revisions herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Revisions and Plans I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (we) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose the perform any increased or decreased quantities of work at the unit prices bid.

The following is my (our) itemized Proposal:

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SECTION 902—Proposal (Continued)

In the event of award of the Contract to me (us) under this Proposal, I (we) contemplate the sub-contracting of the following items, to the persons or firms named after each item in accordance with Special Provisions providing for the sub-contracting attached hereto if such sub-contracting thereof is approved by the Board of Supervisors and the State Aid Engineer. In the event of disapproval of such sub-contracting, I (we) agree to perform such item or items of work with my (our) own organization, in full compliance with all applicable terms of this Proposal.

NOTE: Bidder will insert below a list of the specific Pay Items and Quantities thereof which he proposes to sub-contract, and the names and addresses of the persons or firms to whom he proposes to sub-contract each item.

Pay Item No. _____:	_____	_____
	(quantity)	(description)
to _____	of _____	
Pay Item No. _____:	_____	_____
	(quantity)	(description)
to _____	of _____	
Pay Item No. _____:	_____	_____
	(quantity)	(description)
to _____	of _____	
Pay Item No. _____:	_____	_____
	(quantity)	(description)
to _____	of _____	
Pay Item No. _____:	_____	_____
	(quantity)	(description)
to _____	of _____	
Pay Item No. _____:	_____	_____
	(quantity)	(description)
to _____	of _____	
Pay Item No. _____:	_____	_____
	(quantity)	(description)
to _____	of _____	

I hereby certify that the persons or firms are named above as sub-contractors with the knowledge and consent of the persons or firms named.

Signed \_\_\_\_\_ FORE CONSTRUCTION, INC.  
By *Pat Jones III*

In the event of the award of this contract to the above named bidder, for the performance of the work, and in the further event that the sub-contractor(s) named herein are approved by the Board of Supervisors and the State Aid Engineer, the sub-contractor or sub-contractors shall execute the following:

I (we) hereby certify that the use of our names as sub-contractors on the above items, was and is with our knowledge and consent.

_____	19	_____
_____	19	_____
_____	19	_____
_____	19	_____

SECTION 902  
PROPOSAL SHEET (2-A)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

For: CONSTRUCTION OF NEW FOUR-LANE ROADWAY, AND ACCESS ROAD, BETWEEN HIGHWAY 49 AND THREE RIVERS ROAD NORTH OF INTERSTATE 10 TO SERVE PROPOSED CROSSROADS SHOPPING CENTER.

I (we) agree to complete the entire site within One Hundred Eighty (180) Working Days.

\*\*\*SPECIAL NOTICE TO BIDDERS\*\*\*  
BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
<b>Roadway Items</b>								
1	S-200-A	MOBILIZATION	L.S.	L.S.	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX		\$ 291,532.	15
2	S-201-A	CLEARING AND GRUBBING	L.S.	L.S.	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX		29,700.	00
3	S-201-B	CLEARING AND GRUBBING	2.82	ACRE	\$ 3,000.	00	8,460.	00
4	S-202-A	REMOVAL OF PAVEMENT	2,705.8	S.Y.	6.	00	16,324.	80
5	S-202-B	REMOVAL OF PIPE (ALL SIZES)	82.0	L.F.	12.	00	984.	00
6	S-202-C	REMOVAL OF CURB AND GUTTER	870.0	L.F.	4.	00	3,480.	00
7	S-203-A	UNCLASSIFIED EXCAVATION (FM)	7,660.0	C.Y.	5.	80	44,428.	00
8	S-203-E1	BORROW EXCAVATION (A.H.) (CONTRACTOR FURNISHED) (FME) (CLASS 5)	34,096.0	C.Y.	6.	54	222,987.	84

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SECTION 902  
 PROPOSAL (Sheet No. 2-B)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
9	S-203-F	CHANNEL EXCAVATION (FM)	4,824.0	C.Y.	\$ 8.	00	\$ 38,592	00
10	S-206	STRUCTURE EXCAVATION	2,460.1	C.Y.	7.	00	17,220	70
11	S-301-A	PLANT MIX BITUMINOUS BASE COURSE, BB-1	6,018.7	TON	41.	40	249,174	18
12	S-304	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)	6,868.0	C.Y.	5.	00	34,340	00
13	S-304	GRANULAR MATERIAL (LVM) (CLASS 6, GROUP C)	1,203.0	C.Y.	5.	00	6,015	00
14	S-403-A	HOT BITUMINOUS PAVEMENT LEVELING COURSE	187.5	TON	43.	70	8,193	75
15	S-403-B	HOT BITUMINOUS PAVEMENT BINDER COURSE	4,354.6	TON	43.	70	190,296	02
16	S-403-C	HOT BITUMINOUS PAVEMENT SURFACE COURSE	2,410.4	TON	43.	70	105,334	48
17	S-406-A	COLD MILLING OF BITUMINOUS PAVEMENT (ALL DEPTHS)	1,080.0	S.Y.	10.	00	10,800	00
18	S-601-B	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	105.89	C.Y.	750.	00	79,417	50
19	S-602	REINFORCING STEEL	3,784.06	LB.	1.	00	3,784	06
20	S-603-C-A	15" REINFORCED CONCRETE PIPE, CLASS III	952.0	L.F.	23.	00	21,896	00

SECTION 902  
 PROPOSAL (Sheet No. 2-C)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
21	S-603-C-A	18" REINFORCED CONCRETE PIPE, CLASS III	1,672.0	L.F.	\$ 25.	40	\$ 42,468.	80
22	S-603-C-A	24" REINFORCED CONCRETE PIPE, CLASS III	382.0	L.F.	40.	60	15,509.	20
23	S-603-C-A	30" REINFORCED CONCRETE PIPE, CLASS III	428.0	L.F.	56.	60	24,224.	80
24	S-603-C-A	36" REINFORCED CONCRETE PIPE, CLASS III	76.0	L.F.	80.	20	6,095.	20
25	S-603-C-A	42" REINFORCED CONCRETE PIPE, CLASS III	12.0	L.F.	149.	40	1,792.	80
26	S-603-C-A	48" REINFORCED CONCRETE PIPE, CLASS III	8.0	L.F.	193.	00	1,544.	00
27	S-603-C-A	54" REINFORCED CONCRETE PIPE, CLASS III	72.0	L.F.	230.	85	16,621.	20
28	S-603-C-A	60" REINFORCED CONCRETE PIPE, CLASS III	12.0	L.F.	282.	50	3,390.	00
29	S-603-C-B	15" REINFORCED CONCRETE END SECTION	2.0	EA.	455.	20	910.	40
30	S-603-C-B	18" REINFORCED CONCRETE END SECTION	4.0	EA.	467.	10	1,868.	40
31	S-603-C-B	24" REINFORCED CONCRETE END SECTION	1.0	EA.	309.	40	309.	40
32	S-603-C-B	30" REINFORCED CONCRETE END SECTION	2.0	EA.	611.	40	1,222.	80

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SECTION 902  
PROPOSAL (Sheet No. 2-D)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
33	S-603-C-B	42" REINFORCED CONCRETE END SECTION	1.0	EA.	\$ 1,379.	00	\$ 1,379.	00
34	S-603-C-B	48" REINFORCED CONCRETE END SECTION	1.0	EA.	1,525.	00	1,525.	00
35	S-603-C-B	60" REINFORCED CONCRETE END SECTION	1.0	EA.	2,130.	00	2,130.	00
36	S-603-C-E	36" X 23" CONCRETE ARCH PIPE, CLASS A III	152.0	L.F.	65.	75	9,994.	00
37	S-603-C-E	51" X 31" CONCRETE ARCH PIPE, CLASS A III	336.0	L.F.	117.	00	39,312.	00
38	S-603-C-E	58" X 36" CONCRETE ARCH PIPE, CLASS A III	376.0	L.F.	148.	40	55,798.	40
39	S-603-C-F	36" X 23" CONCRETE ARCH PIPE, END SECTION	1.0	EA.	611.	40	611.	40
40	S-603-C-F	58" X 36" CONCRETE ARCH PIPE, END SECTION	1.0	EA.	1,524.	75	1,524.	75
41	S-604-A	CASTINGS	33,374.0	LB.	2.	00	66,748.	00
42	S-604-B	GRATINGS	600.0	LB.	2.	30	1,380.	00
43	S-608-A	CONCRETE SIDEWALK	1,931.75	S.Y.	23.	00	44,430.	25
44	S-609-B	CONCRETE CURB, TYPE (HEADER MODIFIED)	7,247.34	L.F.	12.	65	91,678.	86



SECTION 902  
 PROPOSAL (Sheet No. 2-E)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
45	S-609-D	COMBINATION CONCRETE CURB AND GUTTER (TYPE I MODIFIED)	8,323.25	L.F.	\$ 12.	65	\$ 105,289.	11
46	S-609-D	COMBINATION CONCRETE CURB AND GUTTER (TYPE II)	927.58	L.F.	13.	20	12,244.	06
47	S-613-E	ADJUSTMENT OF MANHOLES	1.0	UNIT	500.	00	500.	00
48	S-616-A	CONCRETE ISLAND PAVEMENT	123.9	S.Y.	27.	60	3,419.	64
49	S-617-A	RIGHT-OF-WAY MARKERS (TYPE II)	24.0	EA.	45.	50	1,092.	00
50	626-A	4" THERMOPLASTIC TRAFFIC STRIPE (SKIP WHITE)(90 MILS)	1.598	MI.	1,150.	00	1,837.	70
51	626-B	4" THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS WHITE)(90 MILS)	0.325	MI.	1,150.	00	373.	75
52	626-C	4" THERMOPLASTIC EDGE TRAFFIC STRIPE (CONTINUOUS WHITE)(60 MILS)	1.562	MI.	1,150.	00	1,796.	30
53	626-E	4" THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW)(90 MILS)	1,634.00	L.F.		,65	1,062.	10
54	626-F	4" THERMOPLASTIC EDGE TRAFFIC STRIPE (CONTINUOUS YELLOW)(60 MILS)	1.19	MI.	1,150.	00	1,368.	50
55	626-G	4" THERMOPLASTIC DETAIL TRAFFIC STRIPE (4" EQUIVALENT)(WHITE)(120 MILS)	4,025.0	L.F.		.90	3,622.	50
56	626-G	4" THERMOPLASTIC DETAIL TRAFFIC STRIPE (4" EQUIVALENT)(YELLOW)(120 MILS)	3,072.0	L.F.		.90	2,764.	80

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SECTION 902  
 PROPOSAL (Sheet No. 2-F)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
57	626-H	THERMOPLASTIC LEGEND (WHITE) (120 MILS)	1,527.0	S.F.	\$ 5.	75	\$ 8,780.	25
58	627-C	RED-CLEAR REFLECTIVE RAISED MARKERS	23.0	EA.	5.	75	132.	25
59	627-D	TWO WAY YELLOW REFLECTIVE RAISED MARKERS	52.0	EA.	5.	75	299.	00
60	S-630-2	REFLECTORIZED TRAFFIC REGULATORY SIGN (ENCAPSULATED LENS)	4.0	EA.	115.	00	460.	00
61	S-630-3	REFLECTORIZED TRAFFIC HAZARD SIGN (ENCAPSULATED LENS)	8.0	EA.	90.	00	720.	00
62	901-S-618	MAINTENANCE OF TRAFFIC	L.S.	L.S.	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX		23,100.	00
63	901-S-618-A	ADDITIONAL CONSTRUCTION SIGNS	0.0	S.F.	6	00	0	00
64	901-S-908-635-A	MODIFICATION TO TRAFFIC SIGNAL SYSTEM @ HIGHWAY 49	L.S.	L.S.	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX		57,464.	64
65	901-S-908-635-B	NEW TRAFFIC SIGNAL SYSTEM @ THREE RIVERS ROAD	L.S.	L.S.	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX		33,185.	70
<b>Subtotal Roadway Items</b>							\$2,074,941.	44
<b>Erosion Control Items</b>								
66	S-212-A	AGRICULTURAL LIMESTONE	10.0	TON	\$ 120.	00	\$ 1,200	00

SECTION 902  
PROPOSAL (Sheet No. 2-G)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
67	S-212-B	COMMERCIAL FERTILIZER (13-13-13)	5.0	TON	\$ 360.	00	\$ 1,800.	00
68	S-212-F	AMMONIUM NITRATE	0.75	TON	360.	00	270.	00
69	S-214	SEEDING	5.0	ACRE	600.	00	3,000.	00
70	901-S-215-A	VEGETATIVE MATERIALS FOR MULCH	11.0	TON	205.	00	2,255.	00
71	S-226	SOLID SODDING	7,402.6	S.Y.	4.	80	35,532.	48
72	230-B	TREE PLANTING (4" DIA. LIVE OAK)	12.0	EA.	800.	00	9,600.	00
73	S-610-A	TEMPORARY SILT FENCE (TYPE II) (EOS 20-100)	760.0	L.F.	2.	00	1,520.	00
74	S-815-A	LOOSE RIP-RAP, (200 LS.)	235.0	TON	54.	00	12,690.	00
75	S-815-F	FILTER FABRIC (TYPE V) (EOS 70-100)	397.0	S.Y.	3.	00	1,191.	00
<b>Subtotal Erosion Control Items</b>							\$ 69,058.	48
<b>BRIDGE ITEMS - SITE A</b>								
76	S-803-A	TEST PILES	2.0	EA.	\$ 4,200.	00	\$ 8,400.	00

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SECTION 902  
 PROPOSAL (Sheet No. 2-H)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
77	S-803-B	LOADING TESTS	0.0	EA.	4,000	00	0	00
78	S-803-C	14" PRESTRESSED CONCRETE PILING	8,910.0	L.F.	\$ 23.	40	\$ 208,494.	00
79	S-803-I	18" PRE-FORMED PILE HOLES	0.0	L.F.	10	00	0	00
80	S-804-A	CLASS "AA" BRIDGE CONCRETE	1,124.5	C.Y.	405.	00	455,422.	50
81	S-804-C	40' PRESTRESSED CONCRETE BEAM	4,145.1	L.F.	45.	85	190,052.	84
82	S-805	REINFORCEMENT	209,048.0	LBS.	.	55	114,976.	40
83	S-813-A	CONCRETE RAILING	560.6	L.F.	43.	20	24,217.	92
84	S-815-A	LOOSE RIP-RAP, 300#	878.0	TON	54.	00	47,412.	00
85	S-815-F	FILTER FABRIC (TYPE V) (EOS 70-100)	1,871.0	S.Y.	3.	00	5,613.	00
<b>Subtotal Bridge Items - Site A</b>							<b>\$1,054,588.</b>	<b>66</b>
<b>BRIDGE ITEMS - SITE B</b>								
86	S-803-A	TEST PILES	2.0	EA.	\$ 4,200.	00	\$ 8,400.	00

SECTION 902  
PROPOSAL (Sheet No. 2-I)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
87	S-803-B	LOADING TESTS	0.0	EA.	4,000	00	0	00
88	S-803-C	14" PRESTRESSED CONCRETE PILING	2,830.0	L.F.	\$ 23	40	\$ 66,222	00
89	S-803-I	18" PRE-FORMED PILE HOLES	0.0	L.F.	10	00	0	00
90	S-804-A	CLASS "AA" BRIDGE CONCRETE	375.5	C.Y.	405.	00	152,077	50
91	S-804-C	40' PRESTRESSED CONCRETE BEAM	1,391.3	L.F.	45.	85	63,791	10
92	S-805	REINFORCEMENT	56,063.0	LBS.		.55	30,834	65
93	S-813-A	CONCRETE RAILING	400.0	L.F.	43.	20	17,280	00
94	S-815-A	LOOSE RIP-RAP, 300#	782.0	TON	54.	00	42,228	00
95	S-815-F	FILTER FABRIC (TYPE V) (EOS 70-100)	1,666.0	S.Y.	3.	00	4,998	00
<b>Subtotal Bridge Items - Site B</b>							\$385,831.	25
<b>GRAND TOTAL BID</b>							\$3,584,419.83	

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**BARKSDALE BONDING AND INSURANCE, INC.**

P. O. Box 13389 Jackson, MS 39236-3389  
PH (601) 981-6700 WATS (800) 844-6700 FAX (601) 981-9191

**BID BOND**

The American Institute of Architects,  
AIA Document No. A310 (February, 1970 Edition)

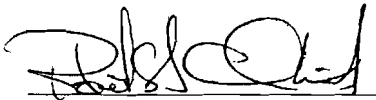
KNOW ALL MEN BY THESE PRESENTS, that we Fore Construction, Inc.  
Gulfport, Mississippi  
as Principal, hereinafter called the Principal, and ~~United States Fidelity and Guaranty Company~~  
Baltimore, Maryland  
a corporation duly organized under the laws of the state of Maryland  
as Surety, hereinafter called the Surety, are held and firmly bound unto State of Mississippi and Board of  
Supervisors Harrison County, Gulfport, Mississippi  
as Obligee, hereinafter called Obligee, in the sum of Five Per Cent (5%) of Amount Bid

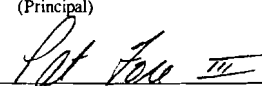
Dollars (\$ \_\_\_\_\_),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, adminis-  
trators, successors and assigns, jointly and severally, firmly by these presents.

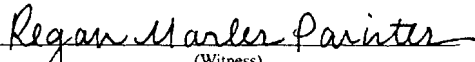
WHEREAS, the Prinicpal has submitted a bid for Construction of State Aid Project, DECD-0024(13)B,  
Harrison County, Mississippi, as per proposal

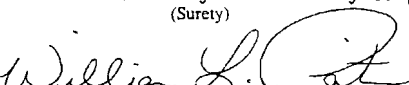
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in  
accordance with the terms of such bid, and give such bond or bonds as many be specified in the bidding or Contract Documents with good  
and sufficient surety for the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

Signed and sealed this 5th day of October 19 98

  
(Witness)

Fore Construction, Inc.  
(Principal) (Seal)  
By   
(Title)

  
(Witness)

United States Fidelity and Guaranty Company  
(Surety)  
By   
(Attorney-in-fact & Res. Miss. Agent)  
William L. Painter

MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
OCTOBER 1998 TERM

1711544

United States Fidelity and Guaranty Company



Power of Attorney

No. 110574

Know all men by these presents: That United States Fidelity and Guaranty Company, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Charles F. Porter, Mark M. Porter, Jr., Linda S. Harrell and William L. Painter

of the City of Jackson, State of Mississippi its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said United States Fidelity and Guaranty Company, has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Assistant Secretary, this 26th day of September .A.D. 19 97.



United States Fidelity and Guaranty Company.

(Signed) By [Signature] Vice President

(Signed) By [Signature] Assistant Secretary

State of Maryland )  
Baltimore City )

SS:

On this 26th day of September .A.D. 19 97, before me personally came Gary A. Wilson, Vice President of United States Fidelity and Guaranty Company, and Thomas E. Huibregtse, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Gary A. Wilson and Thomas E. Huibregtse, were respectively the Vice President and the Assistant Secretary of the said United States Fidelity and Guaranty Company, the corporation described in and with the executed the foregoing Power of Attorney, that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, and it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the 1st day of August .A.D. 19 98



(Signed) By [Signature] Notary Public

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the United States Fidelity and Guaranty Company on September 24, 1992.

Resolved, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

Resolved, That Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Huibregtse, an Assistant Secretary of the United States Fidelity and Guaranty Company, do hereby certify that the foregoing are true excerpts from the Resolutions of the said Company as adopted by its Board of Directors on September 24, 1992 and that these Resolutions are in full force and effect.

I, the undersigned Assistant Secretary of the United States Fidelity and Guaranty Company, do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the United States Fidelity and Guaranty Company, on this 5th day of October .19 98



[Signature]  
Assistant Secretary

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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DIVISION OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI STATE HIGHWAY DEPARTMENT

AFFIDAVIT  
(To Be Executed in Duplicate)

State of Mississippi

County of HARRISON

I, PAT FORE, III  
(Name of person signing affidavit)

individually, and in my capacity as PRESIDENT of  
(Title)

FORE CONSTRUCTION, INC. being duly sworn, on  
(Name of Firm, Partnership, or Corporation)

oath, do depose and say as follows:

That FORE CONSTRUCTION, INC., Bidder on  
(Name of Firm, Partnership, or Corporation)

Project No. DECD-0024(13)B.

in HARRISON County, Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees, or principal owners.

Further, being duly sworn (or under penalty of perjury under the laws of the United States and the State of Mississippi), certifies that, except as noted below, (the company) or any person associated therewith in the capacity of (owner, partner, director, manager, auditor, or any position involving the administration of federal funds):

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(Rev. 10-1-89)



# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

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Page 2

#### AFFIDAVIT (Continued)

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Item (b) of this subsection; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here " \_\_\_\_\_ " if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

The Bidder shall provide immediate written notice to the Board of Supervisors and the State Aid Engineer at any time, prior to or after award, that it is known a certification was erroneous when executed or has become erroneous by reason of changed circumstances.

NOTE: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

All of the foregoing and attachments (when indicated) is true and correct.

*Pat Fox III*  
Signature  
President  
Title

(SEAL)

Sworn before me this 5th day of October 19 98

My commission expires MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES AUG. 14, 2000 *Marilyn R. Fox*  
Notary Public

NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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**SECTION 902**  
**PROPOSAL**

Date 9-28-98

Proposal of LFA Contracting Company

of \_\_\_\_\_  
HATTIESBURG, Ms.

for constructing the following designated project within the time hereinafter specified.

The Plans are composed of drawings and blue prints on file in the offices of the Chancery Clerk of HARRISON  
County at CLUFTPORT Mississippi.

The Specifications are the currently approved Standard Specifications of the Office of State Aid Road Construction of the Mississippi Department of Transportation and the Federal Highway Administration, except where superseded or amended by Special Provisions and Revisions of the Specifications attached hereto and made a part thereof.

Board of Supervisors  
HARRISON County, \_\_\_\_\_ Mississippi

Sirs: The following is made on behalf of \_\_\_\_\_  
LFA Contracting Company  
100 SIMS ROAD  
HATTIESBURG, Ms. 39401

(Names and addresses of those interested)

and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is made without collusion on the part of any person, firm or corporation. I (we) certify that I (we) have carefully examined the Plans, and the Specifications, including the Special Provisions and Revisions herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Revisions and Plans I(we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (we) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid.

The following is my (our) itemized Proposal:

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SECTION 902—Proposal (Continued)

In the event of award of the Contract to me (us) under this Proposal, I (we) contemplate the sub-contracting of the following items, to the persons or firms named after each item in accordance with Special Provisions providing for the sub-contracting attached hereto if such sub-contracting thereof is approved by the Board of Supervisors and the State Aid Engineer. In the event of disapproval of such sub-contracting, I (we) agree to perform such item or items of work with my (our) own organization, in full compliance with all applicable terms of this Proposal.

NOTE: Bidder will insert below a list of the specific Pay Items and Quantities thereof which he proposes to sub-contract, and the names and addresses of the persons or firms to whom he proposes to sub-contract each Item.

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

I hereby certify that the persons or firms are named above as sub-contractors with the knowledge and consent of the persons or firms named.

Signed *Lee Sims*  
By LEE SIMS OF L&A CONTRACTING COMPANY

In the event of the award of this contract to the above named bidder, for the performance of the work, and in the further event that the sub-contractor(s) named herein are approved by the Board of Supervisors and the State Aid Engineer, the sub-contractor or sub-contractors shall execute the following:

I (we) hereby certify that the use of our names as sub-contractors on the above items, was and is with our knowledge and consent.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECTION 902  
PROPOSAL SHEET (2-A)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

For: CONSTRUCTION OF NEW FOUR-LANE ROADWAY, AND ACCESS ROAD, BETWEEN HIGHWAY 49 AND THREE RIVERS ROAD NORTH OF INTERSTATE 10 TO SERVE PROPOSED CROSSROADS SHOPPING CENTER.

I (we) agree to complete the entire site within One Hundred Eighty (180) Working Days.

\*\*\*SPECIAL NOTICE TO BIDDERS\*\*\*  
BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total		
					Dollars	Cents	Dollars	Cents	
<b>Roadway Items</b>									
1	S-200-A	MOBILIZATION	L.S.	L.S.	XXXXXXXXXXXXX XXXXXXXXXXXXX XXXXXXXXXXXXX		200,000	00	✓
2	S-201-A	CLEARING AND GRUBBING	L.S.	L.S.	XXXXXXXXXXXXX XXXXXXXXXXXXX XXXXXXXXXXXXX		5000	00	✓
3	S-201-B	CLEARING AND GRUBBING	2.82	ACRE	500	00	1410	00	✓
4	S-202-A	REMOVAL OF PAVEMENT	2,705.8	S.Y.	2	25	6088	05	✓
5	S-202-B	REMOVAL OF PIPE (ALL SIZES)	82.0	L.F.	5	25	430	50	✓
6	S-202-C	REMOVAL OF CURB AND GUTTER	870.0	L.F.	5	00	4350	00	✓
7	S-203-A	UNCLASSIFIED EXCAVATION (FM)	7,660.0	C.Y.	4	00	30640	00	✓
8	S-203-E1	BORROW EXCAVATION (A.H.) (CONTRACTOR FURNISHED) (FME) (CLASS 5)	34,096.0	C.Y.	7	15	264244	00	✓

SECTION 902  
PROPOSAL (Sheet No. 2-B)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
9	S-203-F	CHANNEL EXCAVATION (FM)	4,824.0	C.Y.	5	25	25320	00 ✓
10	S-206	STRUCTURE EXCAVATION	2,460.1	C.Y.	7	00	17220	70 ✓
11	S-301-A	PLANT MIX BITUMINOUS BASE COURSE, BB-1	6,018.7	TON	37	25	224190	50 ✓
12	S-304	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)	6,868.0	C.Y.	7	50	51510	00 ✓
13	S-304	GRANULAR MATERIAL (LVM) (CLASS 6, GROUP C)	1,203.0	C.Y.	32	50	39097	50 ✓
14	S-403-A	HOT BITUMINOUS PAVEMENT LEVELING COURSE	187.5	TON	37	75	7078	13 ✓
15	S-403-B	HOT BITUMINOUS PAVEMENT BINDER COURSE	4,354.6	TON	35	75	155676	95 ✓
16	S-403-C	HOT BITUMINOUS PAVEMENT SURFACE COURSE	2,410.4	TON	32	70	70820	00 ✓
17	S-406-A	COLD MILLING OF BITUMINOUS PAVEMENT (ALL DEPTHS)	1,080.0	S.Y.	2	10	2260	00 ✓
18	S-601-B	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	105.89	C.Y.	800	00	84712	00 ✓
19	S-602	REINFORCING STEEL	3,784.06	LB.	8	50	1892	03 ✓
20	S-603-C-A	15" REINFORCED CONCRETE PIPE, CLASS III	952.0	L.F.	23	00	21296	00 ✓

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SECTION 902  
 PROPOSAL (Sheet No. 2-C)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
21	S-603-C-A	18" REINFORCED CONCRETE PIPE, CLASS III	1,672.0	L.F.	27	00	45144	00 ✓
22	S-603-C-A	24" REINFORCED CONCRETE PIPE, CLASS III	382.0	L.F.	35	00	13370	00 ✓
23	S-603-C-A	30" REINFORCED CONCRETE PIPE, CLASS III	428.0	L.F.	46	50	19902	00 ✓
24	S-603-C-A	36" REINFORCED CONCRETE PIPE, CLASS III	76.0	L.F.	66	00	5016	00 ✓
25	S-603-C-A	42" REINFORCED CONCRETE PIPE, CLASS III	12.0	L.F.	82	30	987	60 ✓
26	S-603-C-A	48" REINFORCED CONCRETE PIPE, CLASS III	8.0	L.F.	100	00	800	00 ✓
27	S-603-C-A	54" REINFORCED CONCRETE PIPE, CLASS III	72.0	L.F.	130	00	9360	00 ✓
28	S-603-C-A	60" REINFORCED CONCRETE PIPE, CLASS III	12.0	L.F.	160	00	1920	00 ✓
29	S-603-C-B	15" REINFORCED CONCRETE END SECTION	2.0	EA.	400	00	800	00 ✓
30	S-603-C-B	18" REINFORCED CONCRETE END SECTION	4.0	EA.	415	00	1660	00 ✓
31	S-603-C-B	24" REINFORCED CONCRETE END SECTION	1.0	EA.	460	00	460	00 ✓
32	S-603-C-B	30" REINFORCED CONCRETE END SECTION	2.0	EA.	620	00	1240	00 ✓

SECTION 902  
PROPOSAL (Sheet No. 2-D)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
33	S-603-C-B	42" REINFORCED CONCRETE END SECTION	1.0	EA.	1250	00	1250	00 ✓
34	S-603-C-B	48" REINFORCED CONCRETE END SECTION	1.0	EA.	1350	00	1350	00 ✓
35	S-603-C-B	60" REINFORCED CONCRETE END SECTION	1.0	EA.	1900	00	1900	00 ✓
36	S-603-C-E	36" X 23" CONCRETE ARCH PIPE, CLASS A III	152.0	L.F.	52	00	7904	00 ✓
37	S-603-C-E	51" X 31" CONCRETE ARCH PIPE, CLASS A III	336.0	L.F.	110	00	36960	00 ✓
38	S-603-C-E	58" X 36" CONCRETE ARCH PIPE, CLASS A III	376.0	L.F.	125	00	47000	00 ✓
39	S-603-C-F	36" X 23" CONCRETE ARCH PIPE, END SECTION	1.0	EA.	570	00	570	00 ✓
40	S-603-C-F	58" X 36" CONCRETE ARCH PIPE, END SECTION	1.0	EA.	1325	00	1325	00 ✓
41	S-604-A	CASTINGS	33,374.0	LB.	1	75	58404	50 ✓
42	S-604-B	GRATINGS	600.0	LB.	2	50	1500	00 ✓
43	S-608-A	CONCRETE SIDEWALK	1,931.75	S.Y.	25	20	48680	10 ✓
44	S-609-B	CONCRETE CURB, TYPE (HEADER MODIFIED)	7,247.34	L.F.	9	45	68487	36 ✓

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SECTION 902  
 PROPOSAL (Sheet No. 2-E)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
45	S-609-D	COMBINATION CONCRETE CURB AND GUTTER (TYPE I MODIFIED)	8,323.25	L.F.	10	00	83232	50 ✓
46	S-609-D	COMBINATION CONCRETE CURB AND GUTTER (TYPE II)	927.58	L.F.	12	60	11687	51 ✓
47	S-613-E	ADJUSTMENT OF MANHOLES	1.0	UNIT	3675	00	3675	00 ✓
48	S-616-A	CONCRETE ISLAND PAVEMENT	123.9	S.Y.	23	10	2862	09 ✓
49	S-617-A	RIGHT-OF-WAY MARKERS (TYPE II)	24.0	EA.	85	00	2040	00 ✓
50	626-A	4" THERMOPLASTIC TRAFFIC STRIPE (SKIP WHITE)(90 MILS)	1.598	MI.	1100	00	1757	80 ✓
51	626-B	4" THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS WHITE)(90 MILS)	0.325	MI.	1100	00	357	50 ✓
52	626-C	4" THERMOPLASTIC EDGE TRAFFIC STRIPE (CONTINUOUS WHITE)(60 MILS)	1.562	MI.	1100	00	1718	20 ✓
53	626-E	4" THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW)(90 MILS)	1,634.00	L.F.	φ	55	898	70 ✓
54	626-F	4" THERMOPLASTIC EDGE TRAFFIC STRIPE (CONTINUOUS YELLOW)(60 MILS)	1.19	MI.	1000	00	1190	00 ✓
55	626-G	4" THERMOPLASTIC DETAIL TRAFFIC STRIPE (4" EQUIVALENT)(WHITE)(120 MILS)	4,025.0	L.F.	φ	80	3220	00 ✓
56	626-G	4" THERMOPLASTIC DETAIL TRAFFIC STRIPE (4" EQUIVALENT)(YELLOW)(120 MILS)	3,072.0	L.F.	φ	80	2457	60 ✓



Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total		
					Dollars	Cents	Dollars	Cents	
57	626-H	THERMOPLASTIC LEGEND (WHITE) (120 MILS)	1,527.0	S.F.	5	25	8016	75	
58	627-C	RED-CLEAR REFLECTIVE RAISED MARKERS	23.0	EA.	5	25	120	75	
59	627-D	TWO WAY YELLOW REFLECTIVE RAISED MARKERS	52.0	EA.	5	25	273	00	
60	S-630-2	REFLECTORIZED TRAFFIC REGULATORY SIGN (ENCAPSULATED LENS)	4.0	EA.	105	00	420	00	
61	S-630-3	REFLECTORIZED TRAFFIC HAZARD SIGN (ENCAPSULATED LENS)	8.0	EA.	80	00	640	00	
62	901-S-618	MAINTENANCE OF TRAFFIC	L.S.	L.S.	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX		10000	00	
63	901-S-618-A	ADDITIONAL CONSTRUCTION SIGNS	0.0	S.F.	6	00	0	00	
64	901-S-908-635-A	MODIFICATION TO TRAFFIC SIGNAL SYSTEM @ HIGHWAY 49	L.S.	L.S.	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX		31500	00	
65	901-S-908-635-B	NEW TRAFFIC SIGNAL SYSTEM @ THREE RIVERS ROAD	L.S.	L.S.	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX		47000	00	
<b>Subtotal Roadway Items</b>							180,914	48	
<b>Erosion Control Items</b>									
66	S-212-A	AGRICULTURAL LIMESTONE	10.0	TON	53	00	530	00	

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SECTION 902  
 PROPOSAL (Sheet No. 2-G)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
67	S-212-B	COMMERCIAL FERTILIZER (13-13-13)	5.0	TON	265	00	1325	00
68	S-212-F	AMMONIUM NITRATE	0.75	TON	525	00	393	75
69	S-214	SEEDING	5.0	ACRE	525	00	2625	00
70	901-S-215-A	VEGETATIVE MATERIALS FOR MULCH	11.0	TON	160	00	1760	00
71	S-226	SOLID SODDING	7,402.6	S.Y.	3	00	22207	80
72	230-B	TREE PLANTING (4" DIA. LIVE OAK)	12.0	EA.	160	00	1920	00
73	S-610-A	TEMPORARY SILT FENCE (TYPE II) (EOS 20-100)	760.0	L.F.	5	00	3800	00
74	S-815-A	LOOSE RIP-RAP, (200 LS.)	235.0	TON	33	00	7755	00
75	S-815-F	FILTER FABRIC (TYPE V) (EOS 70-100)	397.0	S.Y.	1	75	694	75
<b>Subtotal Erosion Control Items</b>							43011	30
<b>BRIDGE ITEMS - SITE A</b>								
76	S-803-A	TEST PILES	2.0	EA.	5500	00	11000	00

SECTION 902  
PROPOSAL (Sheet No. 2-H)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
77	S-803-B	LOADING TESTS	0.0	EA.	4,000	00	0	00 ✓
78	S-803-C	14" PRESTRESSED CONCRETE PILING	8,910.0	LF.	22	00	196020	00 ✓
79	S-803-I	18" PRE-FORMED PILE HOLES	0.0	LF.	10	00	0	00 ✓
80	S-804-A	CLASS "AA" BRIDGE CONCRETE	1,124.5	C.Y.	345	00	387952	50 ✓
81	S-804-C	40' PRESTRESSED CONCRETE BEAM	4,145.1	LF.	35	00	145078	50 ✓
82	S-805	REINFORCEMENT	209,048.0	LBS.	4	40	83619	20 ✓
83	S-813-A	CONCRETE RAILING	560.6	LF.	28	00	15696	80 ✓
84	S-815-A	LOOSE RIP-RAP, 300#	878.0	TON	33	00	28974	00 ✓
85	S-815-F	FILTER FABRIC (TYPE V) (EOS 70-100)	1,871.0	S.Y.	1	75	3274	25 ✓
Subtotal Bridge Items - Site A							871615	25 ✓
<b>BRIDGE ITEMS - SITE B</b>								
86	S-803-A	TEST PILES	2.0	EA.	5500	00	11000	00 ✓

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
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Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
87	S-803-B	LOADING TESTS	0.0	EA.	4,000	00	0	00
88	S-803-C	14" PRESTRESSED CONCRETE PILING	2,830.0	L.F.	22	00	62260	00
89	S-803-I	18" PRE-FORMED PILE HOLES	0.0	L.F.	10	00	0	00
90	S-804-A	CLASS "AA" BRIDGE CONCRETE	375.5	C.Y.	395	00	148322	50
91	S-804-C	40' PRESTRESSED CONCRETE BEAM	1,391.3	L.F.	35	00	48695	50
92	S-805	REINFORCEMENT	56,063.0	LBS.	0	40	22425	20
93	S-813-A	CONCRETE RAILING	400.0	L.F.	28	00	11200	00
94	S-815-A	LOOSE RIP-RAP, 300#	782.0	TON	33	00	25806	00
95	S-815-F	FILTER FABRIC (TYPE V) (EOS 70-100)	1,666.0	S.Y.	1	75	2915	50
<b>Subtotal Bridge Items - Site B</b>							337624	70
<b>GRAND TOTAL BID</b>							3,058,165	73

OK 9/20

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

#### SECTION 902—Proposal (Continued)

I (we) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

I (we) further propose to execute the attached contract agreement (Section 903) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit provided for in the Specifications and Notice to Contractors. I (we) also propose to execute the attached contract bond (Section 904) in an amount not less than one hundred (100) per cent of the total of my (our) bid. This bond shall not only serve to guarantee the completion of the work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (we) enclose a certified check (bid bond) for FIVE PERCENT OF BID AMOUNT (\$ 5% ) Dollars and hereby agree that in case of my (our) failure to execute the contract and furnish bond within FIFTEEN (15) days after notice of award, the amount of this check (bid bond) will be forfeited to the County of HARRISON State of Mississippi, as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Respectfully submitted,

L&A CONTRACTING COMPANY Contractor.  
By LEE SIMS Lee Sims  
Title SECRETARY/TREASURER  
Address 100 SIMS ROAD  
HATTIESBURG, MS

Date ~~9-28~~<sup>15</sup> 10-5-1998

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of MISSISSIPPI and the names, titles and business addresses of the executives are as follows:

<u>ROY A. SIMS</u> President	<u>100 SIMS ROAD HATTIESBURG, MS</u> Address
<u>LEE SIMS</u> Secretary	<u>100 SIMS ROAD HATTIESBURG, MS.</u> Address
<u>LEE SIMS</u> Treasurer	<u>100 SIMS ROAD HATTIESBURG, MS.</u> Address

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

**BID BOND**

**THE BOTTRELL AGENCY**

**SEABOARD SURETY COMPANY**

KNOW ALL MEN BY THESE PRESENTS, That we, **L & A CONTRACTING COMPANY**  
**Hattiesburg, Mississippi**

as Principal, hereinafter called the Principal, and **SEABOARD SURETY COMPANY**  
**Bedminster, New Jersey**

a corporation duly organized under the laws of the State of **New Jersey**

as Surety, hereinafter called the Surety, are held and firmly bound unto **HARRISON COUNTY AND THE STATE OF MISSISSIPPI**

as Oblige, hereinafter called the Oblige, in the sum of **Five Percent of the Amount of the Bid**

Dollars (\$ **5%** of Bid )

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

WHEREAS, the Principal has submitted a bid for **the construction of Project No. DECD-0024(13)B**  
**Harrison County.**

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Oblige the difference in money between the amount of the bid of the said Principal and the amount for which the Oblige legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this 5th day of October A.D. 1998

**L & A CONTRACTING COMPANY**

(Principal) (Seal)

By: [Signature] LEE SIMS  
SECRETARY/TREASURER (Title)

**SEABOARD SURETY COMPANY**

(Surety) (Seal)

[Signature]  
**Jim A. Armstrong** (Attorney-in-Fact)  
Resident Mississippi Agent  
Dan Bottrell Agency, Inc.

[Signature]  
(Witness)

[Signature]  
**Trina Cobb** (Witness)

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
OCTOBER 1998 TERM

Certified Copy

SEABOARD SURETY COMPANY

3D- 1965

No. 11849

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint J. Carlton Smith or S. Lyle Bates, Jr. or W. E. French or Jim A. Armstrong or Jerry G. Veazey, Jr. or Guy M. Parker, Jr. or Eric Donahoe or D. M. Ferris or Gene Horner or Stephen L. Farr or C. Ray Dixon, Jr. or Robert L. Elliott or Thomas L. Joyner, Jr. or T. L. Joyner, III of Jackson, Mississippi of its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of similar nature as follows:

Without Limitations

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officers of the Company and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927, with Amendments to and including January 15, 1982 and are still in full force and effect:

ARTICLE VII, SECTION 1:

"Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto.

Insurance policies, bonds, recognizances, stipulations, consents of surety and underwriting undertakings of the Company, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Company

(a) by the Chairman of the Board, the President, a Vice-President or a Resident Vice-President and by the Secretary, an Assistant Secretary, a Resident Secretary or a Resident Assistant Secretary; or (b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board, the President or a Vice-President to make such signature; or (c) by such other officers or representatives as the Board may from time to time determine.

The seal of the Company shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative."

IN WITNESS WHEREOF, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries, this 16th day of December, 1993.

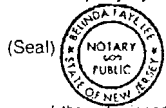


Attest: [Signature] Assistant Secretary

SEABOARD SURETY COMPANY, By [Signature] Brian P. Curry Vice-President

STATE OF NEW JERSEY COUNTY OF SOMERSET

On this 16th day of December, 1993, before me personally appeared Brian P. Curry, a Vice-President of SEABOARD SURETY COMPANY, with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of New Jersey; that he is a Vice-President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Vice-President of said Company by like authority.



BELINDA FAYE LEE NOTARY PUBLIC OF NEW JERSEY My Commission Expires Sept. 9, 1998

[Signature] Notary Public

CERTIFICATE

I, the undersigned Assistant Secretary of SEABOARD SURETY COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Vice-President who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an attorney-in-fact as provided in Article VII, Section 1, of the By-Laws of SEABOARD SURETY COMPANY.

This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Executive Committee of the Board of Directors of SEABOARD SURETY COMPANY at a meeting duly called and held on the 25th day of March 1970.

"RESOLVED: (2) That the use of a printed facsimile of the corporate seal of the Company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Article VII, Section 1, of the By-Laws appointing and authorizing an attorney-in-fact to sign in the name and on behalf of the Company surety bonds, underwriting undertakings or other instruments described in said Article VII, Section 1, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this 5th day of October, 1998.



[Signature] Assistant Secretary

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

SAA-1

DIVISION OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI STATE HIGHWAY DEPARTMENT

AFFIDAVIT  
(To Be Executed in Duplicate)

State of Mississippi

County of FOLLESTI, LEE SIMS  
(Name of person signing affidavit)individually, and in my capacity as SECRETARY/TREASURER of  
(Title)LFA CONTRACTING COMPANY being duly sworn, on  
(Name of Firm, Partnership, or Corporation)

oath, do depose and say as follows:

That LFA CONTRACTING COMPANY, Bidder on  
(Name of Firm, Partnership, or Corporation)Project No. DECD-0024(13)B,in HARRISON County, Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees, or principal owners.

Further, being duly sworn (or under penalty of perjury under the laws of the United States and the State of Mississippi), certifies that, except as noted below, (the company) or any person associated therewith in the capacity of (owner, partner, director, manager, auditor, or any position involving the administration of federal funds):

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(Rev. 10-1-89)



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Page 2

AFFIDAVIT (Continued)

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Item (b) of this subsection; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "\_\_\_\_\_" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

The Bidder shall provide immediate written notice to the Board of Supervisors and the State Aid Engineer at any time, prior to or after award, that it is known a certification was erroneous when executed or has become erroneous by reason of changed circumstances.

NOTE: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

All of the foregoing and attachments (when indicated) is true and correct.

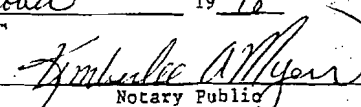
LEE SIMS   
Signature

(SEAL)

SECRETARY/Treasurer  
Title

Sworn before me this 5<sup>th</sup> day of October 19 98

My commission expires \_\_\_\_\_  
Notary Public State of Mississippi At Large  
My Commission Expires: September 1, 2001

  
Notary Public

NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

**SECTION 902**  
**PROPOSAL**

Date 9-28-98

Proposal of magco, Inc  
of 602 OLD HWY 84 LOOP RD.  
LAUREL MS 39449

for constructing the following designated project within the time hereinafter specified.

The Plans are composed of drawings and blue prints on file in the offices of the Chancery Clerk of Harrison  
County at Gulfport Mississippi.

The Specifications are the currently approved Standard Specifications of the Office of State Aid Road Construction of the Mississippi Department of Transportation and the Federal Highway Administration, except where superseded or amended by Special Provisions and Revisions of the Specifications attached hereto and made a part thereof.

Board of Supervisors  
Harrison County, Gulfport Mississippi

Sirs: The following is made on behalf of magco, Inc  
602 OLD HWY 84 LOOP RD.  
LAUREL MS 39449

(Names and addresses of those interested)

and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is made without collusion on the part of any person, firm or corporation. I (we) certify that I (we) have carefully examined the Plans, and the Specifications, including the Special Provisions and Revisions herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Revisions and Plans I(we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (we) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid.

The following is my (our) itemized Proposal:

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

**SECTION 902—Proposal (Continued)**

In the event of award of the Contract to me (us) under this Proposal, I (we) contemplate the sub-contracting of the following items, to the persons or firms named after each item in accordance with Special Provisions providing for the sub-contracting attached hereto if such sub-contracting thereof is approved by the Board of Supervisors and the State Aid Engineer. In the event of disapproval of such sub-contracting, I (we) agree to perform such item or items of work with my (our) own organization, in full compliance with all applicable terms of this Proposal.

NOTE: Bidder will insert below a list of the specific Pay Items and Quantities thereof which he proposes to sub-contract, and the names and addresses of the persons or firms to whom he proposes to sub-contract each item.

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

I hereby certify that the persons or firms are named above as sub-contractors with the knowledge and consent of the persons or firms named.

Signed \_\_\_\_\_

By \_\_\_\_\_

In the event of the award of this contract to the above named bidder, for the performance of the work, and in the further event that the sub-contractor(s) named herein are approved by the Board of Supervisors and the State Aid Engineer, the sub-contractor or sub-contractors shall execute the following:

I (we) hereby certify that the use of our names as sub-contractors on the above items, was and is with our knowledge and consent.

\_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_ 19 \_\_\_\_\_

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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SECTION 902  
 PROPOSAL SHEET (2-A)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

For: CONSTRUCTION OF NEW FOUR-LANE ROADWAY, AND ACCESS ROAD, BETWEEN HIGHWAY 49 AND THREE RIVERS ROAD NORTH OF INTERSTATE 10 TO SERVE PROPOSED CROSSROADS SHOPPING CENTER.

I (we) agree to complete the entire site within One Hundred Eighty (180) Working Days.

\*\*\*SPECIAL NOTICE TO BIDDERS\*\*\*  
 BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total		
					Dollars	Cents	Dollars	Cents	
<b>Roadway Items</b>									
1	S-200-A	MOBILIZATION	L.S.	L.S.	XXXXXXXXXXXX		106.056	10	✓
2	S-201-A	CLEARING AND GRUBBING	L.S.	L.S.	XXXXXXXXXXXX		72,672	00	✓
3	S-201-B	CLEARING AND GRUBBING	2.82	ACRE	2560	00	7,219	20	✓
4	S-202-A	REMOVAL OF PAVEMENT	2,705.8	S.Y.	1	38	3,734	00	✓
5	S-202-B	REMOVAL OF PIPE (ALL SIZES)	82.0	L.F.	10	15	832	30	✓
6	S-202-C	REMOVAL OF CURB AND GUTTER	870.0	L.F.	2	01	1,748	70	✓
7	S-203-A	UNCLASSIFIED EXCAVATION (FM)	7,660.0	C.Y.	1	50	11,490	00	✓
8	S-203-E1	BORROW EXCAVATION (A.H.) (CONTRACTOR FURNISHED) (FME) (CLASS 5)	34,096.0	C.Y.	6	38	217,532	48	✓

SECTION 902  
PROPOSAL (Sheet No. 2-B)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
9	S-203-F	CHANNEL EXCAVATION (FM)	4,824.0	C.Y.	3	00	14,472	00 ✓
10	S-206	STRUCTURE EXCAVATION	2,460.1	C.Y.	5	00	12,300	50 ✓
11	S-301-A	PLANT MIX BITUMINOUS BASE COURSE, BB-1	6,018.7	TON	36	00	216,673	20 ✓
12	S-304	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)	6,868.0	C.Y.	7	86	53,982	48 ✓
13	S-304	GRANULAR MATERIAL (LVM) (CLASS 6, GROUP C)	1,203.0	C.Y.	24	52	29,497	56 ✓
14	S-403-A	HOT BITUMINOUS PAVEMENT LEVELING COURSE	187.5	TON	38	00	7,125	00 ✓
15	S-403-B	HOT BITUMINOUS PAVEMENT BINDER COURSE	4,354.6	TON	38	00	165,474	80 ✓
16	S-403-C	HOT BITUMINOUS PAVEMENT SURFACE COURSE	2,410.4	TON	38	00	91,595	20 ✓
17	S-406-A	COLD MILLING OF BITUMINOUS PAVEMENT (ALL DEPTHS)	1,080.0	S.Y.	3	46	3,736	80 ✓
18	S-601-B	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	105.89	C.Y.	896	00	94,877	44 ✓
19	S-602	REINFORCING STEEL	3,784.06	LB.	0	44	1,664	99 ✓
20	S-603-C-A	15" REINFORCED CONCRETE PIPE, CLASS III	952.0	L.F.	19	57	18,630	64 ✓

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
 MINUTE BOOK  
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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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SECTION 902  
 PROPOSAL (Sheet No. 2-C)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
21	S-603-C-A	18" REINFORCED CONCRETE PIPE, CLASS III	1,672.0	L.F.	22	69	37,937	68 ✓
22	S-603-C-A	24" REINFORCED CONCRETE PIPE, CLASS III	382.0	L.F.	32	44	12,392	08 ✓
23	S-603-C-A	30" REINFORCED CONCRETE PIPE, CLASS III	428.0	L.F.	43	12	18,455	36 ✓
24	S-603-C-A	36" REINFORCED CONCRETE PIPE, CLASS III	76.0	L.F.	63	59	4,832	84 ✓
25	S-603-C-A	42" REINFORCED CONCRETE PIPE, CLASS III	12.0	L.F.	76	20	914	40 ✓
26	S-603-C-A	48" REINFORCED CONCRETE PIPE, CLASS III	8.0	L.F.	94	78	758	24 ✓
27	S-603-C-A	54" REINFORCED CONCRETE PIPE, CLASS III	72.0	L.F.	109	59	7890	48 ✓
28	S-603-C-A	60" REINFORCED CONCRETE PIPE, CLASS III	12.0	L.F.	131	56	1,578	72 ✓
29	S-603-C-B	15" REINFORCED CONCRETE END SECTION	2.0	EA.	428	93	857	86 ✓
30	S-603-C-B	18" REINFORCED CONCRETE END SECTION	4.0	EA.	437	63	1,750	52 ✓
31	S-603-C-B	24" REINFORCED CONCRETE END SECTION	1.0	EA.	524	03	524	03 ✓
32	S-603-C-B	30" REINFORCED CONCRETE END SECTION	2.0	EA.	575	17	1,150	34 ✓

SECTION 902  
PROPOSAL (Sheet No. 2-D)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
33	S-603-C-B	42" REINFORCED CONCRETE END SECTION	1.0	EA.	1200	58	1,200	58 ✓
34	S-603-C-B	48" REINFORCED CONCRETE END SECTION	1.0	EA.	1339	20	1,339	20 ✓
35	S-603-C-B	60" REINFORCED CONCRETE END SECTION	1.0	EA.	1883	14	1883	14 ✓
36	S-603-C-E	36" X 23" CONCRETE ARCH PIPE, CLASS A III	152.0	L.F.	51	64	7849	28 ✓
					<del>1249</del>	<del>60</del>	<del>1249</del>	<del>60</del> ✓
37	S-603-C-E	51" X 31" CONCRETE ARCH PIPE, CLASS A III	336.0	L.F.	81	82	27491	52 ✓
					<del>128</del>	<del>60</del>	<del>60</del>	<del>68</del> ✓
38	S-603-C-E	58" X 36" CONCRETE ARCH PIPE, CLASS A III	376.0	L.F.	101	86	38299	36 ✓
					<del>209</del>	<del>1248</del>	<del>00</del>	<del>00</del> ✓
39	S-603-C-F	36" X 23" CONCRETE ARCH PIPE, END SECTION	1.0	EA.	575	17	575	17 ✓
					<del>1000</del>	<del>3499</del>	<del>50</del>	<del>00</del> ✓
40	S-603-C-F	58" X 36" CONCRETE ARCH PIPE, END SECTION	1.0	EA.	1249	60	1249	60 ✓
					<del>10</del>	<del>85</del>	<del>74</del>	<del>85</del> ✓
41	S-604-A	CASTINGS	33,374.0	LB.	1	82	60,140	68 ✓
					<del>10</del>	<del>50</del>	<del>09</del>	<del>394</del> ✓
42	S-604-B	GRATINGS	600.0	LB.	2	07	1242	00 ✓
					<del>10</del>	<del>50</del>	<del>4</del>	<del>939</del> ✓
43	S-608-A	CONCRETE SIDEWALK	1,931.75	S.Y.	18	00	34771	50 ✓
					<del>1280</del>	<del>00</del>	<del>1280</del>	<del>00</del> ✓
44	S-609-B	CONCRETE CURB, TYPE (HEADER MODIFIED)	7,247.34	L.F.	10	25	74,385	24 ✓
					<del>38</del>	<del>00</del>	<del>34</del>	<del>69</del> ✓

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
 OCTOBER 1998 TERM  
 MINUTE BOOK

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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SECTION 902  
 PROPOSAL (Sheet No. 2-E)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
45	S-609-D	COMBINATION CONCRETE CURB AND GUTTER (TYPE I MODIFIED)	8,323.25	L.F.	10	50	87,394	13 ✓
46	S-609-D	COMBINATION CONCRETE CURB AND GUTTER (TYPE II)	927.58	L.F.	10	50	9,739	59 ✓
47	S-613-E	ADJUSTMENT OF MANHOLES	1.0	UNIT	1280	00	1280	00 ✓
48	S-616-A	CONCRETE ISLAND PAVEMENT	123.9	S.Y.	28	00	3469	20 ✓
49	S-617-A	RIGHT-OF-WAY MARKERS (TYPE II)	24.0	EA.	64	63	1551	12 ✓
50	626-A	4" THERMOPLASTIC TRAFFIC STRIPE (SKIP WHITE)(90 MILS)	1.598	MI.	1000	00	1598	00 ✓
51	626-B	4" THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS WHITE)(90 MILS)	0.325	MI.	2100	00	682	50 ✓
52	626-C	4" THERMOPLASTIC EDGE TRAFFIC STRIPE (CONTINUOUS WHITE)(60 MILS)	1.562	MI.	2100	00	3280	20 ✓
53	626-E	4" THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW)(90 MILS)	1,634.00	L.F.		40	653	60 ✓
54	626-F	4" THERMOPLASTIC EDGE TRAFFIC STRIPE (CONTINUOUS YELLOW)(60 MILS)	1.19	MI.	2100	00	2499	00 ✓
55	626-G	4" THERMOPLASTIC DETAIL TRAFFIC STRIPE (4" EQUIVALENT)(WHITE)(120 MILS)	4,025.0	L.F.		50	2012	50 ✓
56	626-G	4" THERMOPLASTIC DETAIL TRAFFIC STRIPE (4" EQUIVALENT)(YELLOW)(120 MILS)	3,072.0	L.F.		50	1536	00 ✓



Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
57	626-H	THERMOPLASTIC LEGEND (WHITE) (120 MILS)	1,527.0	S.F.	16	00	24,432	00 ✓
58	627-C	RED-CLEAR REFLECTIVE RAISED MARKERS	23.0	EA.	6	00	138	00 ✓
59	627-D	TWO WAY YELLOW REFLECTIVE RAISED MARKERS	52.0	EA.	6	00	312	00 ✓
60	S-630-2	REFLECTORIZED TRAFFIC REGULATORY SIGN (ENCAPSULATED LENS)	4.0	EA.	100	00	400	00 ✓
61	S-630-3	REFLECTORIZED TRAFFIC HAZARD SIGN (ENCAPSULATED LENS)	8.0	EA.	75	00	600	00 ✓
62	901-S-618	MAINTENANCE OF TRAFFIC	L.S.	L.S.	XXXXXXXXXXXX		21,162	34 ✓
63	901-S-618-A	ADDITIONAL CONSTRUCTION SIGNS	0.0	S.F.	6	00	0	00 ✓
64	901-S-908-635-A	MODIFICATION TO TRAFFIC SIGNAL SYSTEM @ HIGHWAY 49	L.S.	L.S.	XXXXXXXXXXXX		31,297	00 ✓
65	901-S-908-635-B	NEW TRAFFIC SIGNAL SYSTEM @ THREE RIVERS ROAD	L.S.	L.S.	XXXXXXXXXXXX		46,998	00 ✓
<b>Subtotal Roadway Items</b>							1,972,320	39 ✓
<b>Erosion Control Items</b>							492,320	39 ✓
66	S-212-A	AGRICULTURAL LIMESTONE	10.0	TON	100	00	1,000	00 ✓

**MINUTE BOOK**  
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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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SECTION 902  
 PROPOSAL (Sheet No. 2-G)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total		
					Dollars	Cents	Dollars	Cents	
67	S-212-B	COMMERCIAL FERTILIZER (13-13-13)	5.0	TON	300	00	1500	00 ✓	
68	S-212-F	AMMONIUM NITRATE	0.75	TON	300	00	225	00 ✓	
69	S-214	SEEDING	5.0	ACRE	500	00	2500	00 ✓	
70	901-S-215-A	VEGETATIVE MATERIALS FOR MULCH	11.0	TON	175	00	1925	00 ✓	
71	S-226	SOLID SODDING	7,402.6	S.Y.	3	65	27,019	49 ✓	
72	230-B	TREE PLANTING (4" DIA. LIVE OAK)	12.0	EA.	500	00	6000	00 ✓	
73	S-610-A	TEMPORARY SILT FENCE (TYPE II) (EOS 20-100)	760.0	L.F.	4	50	3420	00 ✓	
74	S-815-A	LOOSE RIP-RAP, (200 LS.)	235.0	TON	38	00	8930	00 ✓	
75	S-815-F	FILTER FABRIC (TYPE V) (EOS 70-100)	397.0	S.Y.	1	28	508	16 ✓	
<b>Subtotal Erosion Control Items</b>							<b>53,027</b>	<b>65</b>	✓
<b>BRIDGE ITEMS - SITE A</b>									
76	S-803-A	TEST PILES	2.0	EA.	3153	33	6306	66 ✓	

SECTION 902  
PROPOSAL (Sheet No. 2-H)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
77	S-803-B	LOADING TESTS	0.0	EA.	4,000	00	0	00 ✓
78	S-803-C	14" PRESTRESSED CONCRETE PILING	8,910.0	L.F.	21	00	187,110	00 ✓
79	S-803-I	18" PRE-FORMED PILE HOLES	0.0	L.F.	10	00	0	00 ✓
80	S-804-A	CLASS "AA" BRIDGE CONCRETE	1,124.5	C.Y.	400	00	449,800	00 ✓
81	S-804-C	40' PRESTRESSED CONCRETE BEAM	4,145.1	L.F.	39	35	163,109	69 ✓
82	S-805	REINFORCEMENT	209,048.0	LBS.	0	42	87800	16 ✓
83	S-813-A	CONCRETE RAILING	560.6	L.F.	34	00	19,060	40 ✓
84	S-815-A	LOOSE RIP-RAP, 300#	878.0	TON	38	00	33,360	00 ✓
85	S-815-F	FILTER FABRIC (TYPE V) (EQS 70-100)	1,871.0	S.Y.	1	28	2394	88 ✓
Subtotal Bridge Items - Site A							948,945	79 ✓
<b>BRIDGE ITEMS - SITE B</b>								
86	S-803-A	TEST PILES	2.0	EA.	3,153	33	6,306	66 ✓

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SECTION 902  
 PROPOSAL (Sheet No. 2-1)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
87	S-803-B	LOADING TESTS	0.0	EA.	4,000	00	0	00 ✓
88	S-803-C	14" PRESTRESSED CONCRETE PILING	2,830.0	L.F.	21	00	59,430	00 ✓
89	S-803-I	18" PRE-FORMED PILE HOLES	0.0	L.F.	10	00	0	00
90	S-804-A	CLASS "AA" BRIDGE CONCRETE	375.5	C.Y.	400	00	150,200	00 ✓
91	S-804-C	40" PRESTRESSED CONCRETE BEAM	1,391.3	L.F.	38	23	53,189	40 ✓
92	S-805	REINFORCEMENT	56,063.0	LBS.	0	42	23,546	46 ✓
93	S-813-A	CONCRETE RAILING	400.0	L.F.	34	00	13,600	00 ✓
94	S-815-A	LOOSE RIP-RAP, 300#	782.0	TON	38	00	29,716	00 ✓
95	S-815-F	FILTER FABRIC (TYPE V) (EOS 70-100)	1,666.0	S.Y.	1	28	2,132	48 ✓
Subtotal Bridge Items - Site B							338,121	00 ✓
GRAND TOTAL BID							3,112,414.83	84 ✓
<del>3,132,414.83</del>								

*ck ash*

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

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#### SECTION 902—Proposal (Continued)

I (we) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

I (we) further propose to execute the attached contract agreement (Section 903) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit provided for in the Specifications and Notice to Contractors. I (we) also propose to execute the attached contract bond (Section 904) in an amount not less than one hundred (100) per cent of the total of my (our) bid. This bond shall not only serve to guarantee the completion of the work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (we) enclose a certified check (bid bond) for 590 of bid (\$ \_\_\_\_\_) Dollars and hereby agree that in case of my (our) failure to execute the contract and furnish bond within FIFTEEN (15) days after notice of award, the amount of this check (bid bond) will be forfeited to the County of Harrison State of Mississippi, as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Respectfully submitted,

magno, Inc.  
Contractor.  
By Laura Jo Hall  
Title Sec/Treas  
Address 302 OLD HWY 84 LOOP RD.  
LAUREL, MS 39448

Date 9/28, 1998

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of ms and the names, titles and business addresses of the executives are as follows:

<u>Suzanne Dikes</u> President	<u>302 OLD HWY 84 LOOP RD.</u> <u>LAUREL, MS 39448</u> Address
<u>Laura Jo Hall</u> Secretary	" Address
" Treasurer	" Address

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**BID BOND**

**THE BOTTRELL AGENCY**

**RLI INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS, That we, **MAGCO, INC.**  
**Laurel, Missisippi**

as Principal, hereinafter called the Principal, and **RLI INSURANCE COMPANY**  
**Peoria, Illinois**

a corporation duly organized under the laws of the State of **Illinois**

as Surety, hereinafter called the Surety, are held and firmly bound unto **HARRISON COUNTY AND THE STATE**  
**OF MISSISSIPPI**

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

Dollars (\$ **5% of Bid** )

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

WHEREAS, the Principal has submitted a bid for **the construction of Project No. DECD-0024(13)B**  
**Harrison County.**

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this 5th day of October A.D 1998

*Suzanne Dybis*  
(Witness)

**MAGCO, INC.**  
\_\_\_\_\_  
(Principal) (Seal)  
By: *Jarvis D. Johnson*  
(Title) **V. P. /**

*Trina Cobb*  
(Witness)

**RLI INSURANCE COMPANY**  
\_\_\_\_\_  
(Surety) (Seal)  
*Jim A. Armstrong*  
**Jim A. Armstrong** (Attorney-in-Fact)  
**Resident Mississippi Agent**  
**Dan Bottrell Agency, Inc.**

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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9025 N. Lindbergh Dr. • Peoria, IL 61615

POWER OF ATTORNEY

Know All Men by These Presents:

BOND NO. SSB- 253479

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI INSURANCE COMPANY, an Illinois corporation, does hereby make, constitute and appoint Gene Horner, Jerry G. Veazey, Jr., Keith R. James, D. M. Ferris, Thomas L. Joyner, Jr., S. Lyle Bates, Jr., Robert L. Elliott, J. Carlton Smith, Jason J. Young, W. E. French, John G. Rames, T. L. Joyner, III, Jim A. Armstrong in the City of Jackson, Mississippi its true and lawful Agent and Attorney-in-Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Four Million Dollars (\$4,000,000) for any single obligation.

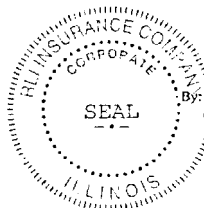
The acknowledgement and execution of such bond by the said Attorney-in-Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

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

(Blue shaded area above indicates authenticity)

IN WITNESS WHEREOF, the RLI Insurance company has caused these presents to be executed by its President with its corporate seal affixed this 1st day of March, 1996.



RLI INSURANCE COMPANY

By: Jonathan E. Michael, President

State of Illinois )
) SS
County of Peoria )

CERTIFICATE

On this 1st day of March, 1996, before me, a Notary Public, personally appeared Jonathan E. Michael, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI INSURANCE COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 5th day of October, 1998.

Signature of Notary Public: Kathy A. Yeske

RLI INSURANCE COMPANY

By: Jonathan E. Michael, President

"OFFICIAL SEAL"
KATHY A. YESKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 03/22/99

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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SAA-1

DIVISION OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI STATE HIGHWAY DEPARTMENT

AFFIDAVIT  
(To Be Executed in Duplicate)

State of Mississippi

County of Wayne

I, Laura Jo Hall  
(Name of person signing affidavit)

individually, and in my capacity as SEC/TREAS. of  
(Title)

MAGCO, INC. being duly sworn, on  
(Name of Firm, Partnership, or Corporation)

oath, do depose and say as follows:

That MAGCO, INC., Bidder on  
(Name of Firm, Partnership, or Corporation)

Project No. DECD-0024 (13) P8

in Harrison County, Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees, or principal owners.

Further, being duly sworn (or under penalty of perjury under the laws of the United States and the State of Mississippi), certifies that, except as noted below, (the company) or any person associated therewith in the capacity of (owner, partner, director, manager, auditor, or any position involving the administration of federal funds):

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(Rev. 10-1-89)



**MINUTE BOOK**  
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Page 2

AFFIDAVIT (Continued)

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Item (b) of this subsection; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here " \_\_\_\_\_ " if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

The Bidder shall provide immediate written notice to the Board of Supervisors and the State Aid Engineer at any time, prior to or after award, that it is known a certification was erroneous when executed or has become erroneous by reason of changed circumstances.

NOTE: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

All of the foregoing and attachments (when indicated) is true and correct.

Lawrence A. Keel  
Signature

(SEAL)

Sec/Treas  
Title

Sworn before me this 28 day of Sept 1998

My commission NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE.  
EXPIRES: Dec. 13, 1999.  
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS.

Jarvis E. Davis  
Notary Public

NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
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SECTION 902  
PROPOSAL

Date September 28, 1998

Proposal of Tony Parnell  
of Tony Parnell Construction Co., Inc.

for constructing the following designated project within the time hereinafter specified.

The Plans are composed of drawings and blue prints on file in the offices of the Chancery Clerk of Harrison  
County at Gulfport Mississippi.

The Specifications are the currently approved Standard Specifications of the Office of State Aid Road Construction of the Mississippi Department of Transportation and the Federal Highway Administration, except where superseded or amended by Special Provisions and Revisions of the Specifications attached hereto and made a part thereof.

Board of Supervisors  
Harrison County, Gulfport Mississippi

Sirs: The following is made on behalf of Tony Parnell  
DBIA Tony Parnell Construction Co., Inc.  
P.O. Box 5128 15701 Hwy 57  
Vandalia, MS 39565

(Names and addresses of those interested)

and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is made without collusion on the part of any person, firm or corporation. I (we) certify that I (we) have carefully examined the Plans, and the Specifications, including the Special Provisions and Revisions herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Revisions and Plans I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (we) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid.

The following is my (our) itemized Proposal:

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

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#### SECTION 902—Proposal (Continued)

In the event of award of the Contract to me (us) under this Proposal, I (we) contemplate the sub-contracting of the following items, to the persons or firms named after each item in accordance with Special Provisions providing for the sub-contracting attached hereto if such sub-contracting thereof is approved by the Board of Supervisors and the State Aid Engineer. In the event of disapproval of such sub-contracting, I (we) agree to perform such item or items of work with my (our) own organization, in full compliance with all applicable terms of this Proposal.

NOTE: Bidder will insert below a list of the specific Pay Items and Quantities thereof which he proposes to sub-contract, and the names and addresses of the persons or firms to whom he proposes to sub-contract each Item.

Pay Item No. _____:	_____	_____
	(quantity)	(description)
to _____:	_____	_____
	_____	_____
Pay Item No. _____:	_____	_____
	(quantity)	(description)
to _____:	_____	_____
	_____	_____
Pay Item No. _____:	_____	_____
	(quantity)	(description)
to _____:	_____	_____
	_____	_____
Pay Item No. _____:	_____	_____
	(quantity)	(description)
to _____:	_____	_____
	_____	_____
Pay Item No. _____:	_____	_____
	(quantity)	(description)
to _____:	_____	_____
	_____	_____
Pay Item No. _____:	_____	_____
	(quantity)	(description)
to _____:	_____	_____
	_____	_____
Pay Item No. _____:	_____	_____
	(quantity)	(description)
to _____:	_____	_____
	_____	_____

I hereby certify that the persons or firms are named above as sub-contractors with the knowledge and consent of the persons or firms named.

Signed \_\_\_\_\_

By \_\_\_\_\_

In the event of the award of this contract to the above named bidder, for the performance of the work, and in the further event that the sub-contractor(s) named herein are approved by the Board of Supervisors and the State Aid Engineer, the sub-contractor or sub-contractors shall execute the following:

I (we) hereby certify that the use of our names as sub-contractors on the above items, was and is with our knowledge and consent.

_____	19	_____
_____	19	_____
_____	19	_____
_____	19	_____

SECTION 902  
PROPOSAL SHEET (2-A)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

For: CONSTRUCTION OF NEW FOUR-LANE ROADWAY, AND ACCESS ROAD, BETWEEN HIGHWAY 49 AND THREE RIVERS ROAD NORTH OF INTERSTATE 10 TO SERVE PROPOSED CROSSROADS SHOPPING CENTER.

I (we) agree to complete the entire site within One Hundred Eighty (180) Working Days.

\*\*\*SPECIAL NOTICE TO BIDDERS\*\*\*  
BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total		
					Dollars	Cents	Dollars	Cents	
<b>Roadway Items</b>									
1	S-200-A	MOBILIZATION	L.S.	L.S.	XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX		92000	00	✓
2	S-201-A	CLEARING AND GRUBBING	L.S.	L.S.	XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX		100000	00	✓
3	S-201-B	CLEARING AND GRUBBING	2.82	ACRE	1250	00	3525	00	✓
4	S-202-A	REMOVAL OF PAVEMENT	2,705.8	S.Y.	4	00	10823	20	✓
5	S-202-B	REMOVAL OF PIPE (ALL SIZES)	82.0	L.F.	8	00	656	00	✓
6	S-202-C	REMOVAL OF CURB AND GUTTER	870.0	L.F.	6	00	5220	00	✓
7	S-203-A	UNCLASSIFIED EXCAVATION (FM)	7,660.0	C.Y.	3	00	22980	00	✓
8	S-203-E1	BORROW EXCAVATION (A.H.) (CONTRACTOR FURNISHED) (FME) (CLASS 5)	34,096.0	C.Y.	6	00	204576	00	✓

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SECTION 902  
PROPOSAL (Sheet No. 2-B)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
9	S-203-F	CHANNEL EXCAVATION (FM)	4,824.0	C.Y.	4	50	21,708	00
10	S-206	STRUCTURE EXCAVATION	2,460.1	C.Y.	3	00	7,380	30
11	S-301-A	PLANT MIX BITUMINOUS BASE COURSE, BB-1	6,018.7	TON	44	00	264,822	80
12	S-304	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)	6,868.0	C.Y.	6	00	41,208	00
13	S-304	GRANULAR MATERIAL (LVM) (CLASS 6, GROUP C)	1,203.0	C.Y.	12	00	14,436	00
14	S-403-A	HOT BITUMINOUS PAVEMENT LEVELING COURSE	187.5	TON	44	00	8,250	00
15	S-403-B	HOT BITUMINOUS PAVEMENT BINDER COURSE	4,354.6	TON	44	00	191,602	40
16	S-403-C	HOT BITUMINOUS PAVEMENT SURFACE COURSE	2,410.4	TON	44	00	106,057	60
17	S-406-A	COLD MILLING OF BITUMINOUS PAVEMENT (ALL DEPTHS)	1,080.0	S.Y.	4	00	4,320	00
18	S-601-B	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	105.89	C.Y.	750	00	79,417	50
19	S-602	REINFORCING STEEL	3,784.06	LB.		75	2,838	05
20	S-603-C-A	15" REINFORCED CONCRETE PIPE, CLASS III	952.0	L.F.	26	75	25,466	00

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SECTION 902  
 PROPOSAL (Sheet No. 2-C)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
21	S-603-C-A	18" REINFORCED CONCRETE PIPE, CLASS III	1,672.0	L.F.	34	00	56,848	00 ✓
22	S-603-C-A	24" REINFORCED CONCRETE PIPE, CLASS III	382.0	L.F.	40	00	15,280	00 ✓
23	S-603-C-A	30" REINFORCED CONCRETE PIPE, CLASS III	428.0	L.F.	50	00	21,400	00 ✓
24	S-603-C-A	36" REINFORCED CONCRETE PIPE, CLASS III	76.0	L.F.	90	00	6,840	00 ✓
25	S-603-C-A	42" REINFORCED CONCRETE PIPE, CLASS III	12.0	L.F.	125	00	1,500	00 ✓
26	S-603-C-A	48" REINFORCED CONCRETE PIPE, CLASS III	8.0	L.F.	200	00	1,600	00 ✓
27	S-603-C-A	54" REINFORCED CONCRETE PIPE, CLASS III	72.0	L.F.	110	00	7,920	00 ✓
28	S-603-C-A	60" REINFORCED CONCRETE PIPE, CLASS III	12.0	L.F.	250	00	3,000	00 ✓
29	S-603-C-B	15" REINFORCED CONCRETE END SECTION	2.0	EA.	450	00	900	00 ✓
30	S-603-C-B	18" REINFORCED CONCRETE END SECTION	4.0	EA.	450	00	1,800	00 ✓
31	S-603-C-B	24" REINFORCED CONCRETE END SECTION	1.0	EA.	500	00	500	00 ✓
32	S-603-C-B	30" REINFORCED CONCRETE END SECTION	2.0	EA.	650	00	1,300	00 ✓

SECTION 902  
PROPOSAL (Sheet No. 2-D)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
33	S-603-C-B	42" REINFORCED CONCRETE END SECTION	1.0	EA.	1150	00	1150	00 ✓
34	S-603-C-B	48" REINFORCED CONCRETE END SECTION	1.0	EA.	1150	00	1150	00 ✓
35	S-603-C-B	60" REINFORCED CONCRETE END SECTION	1.0	EA.	1650	00	1650	00 ✓
36	S-603-C-E	36" X 23" CONCRETE ARCH PIPE, CLASS A III	152.0	L.F.	65	00	9880	00 ✓
37	S-603-C-E	51" X 31" CONCRETE ARCH PIPE, CLASS A III	336.0	L.F.	90	00	30240	00 ✓
38	S-603-C-E	58" X 36" CONCRETE ARCH PIPE, CLASS A III	376.0	L.F.	115	00	43240	00 ✓
39	S-603-C-F	36" X 23" CONCRETE ARCH PIPE, END SECTION	1.0	EA.	600	00	600	00 ✓
40	S-603-C-F	58" X 36" CONCRETE ARCH PIPE, END SECTION	1.0	EA.	1150	00	1150	00 ✓
41	S-604-A	CASTINGS	33,374.0	LB.	1	10	36711	40 ✓
42	S-604-B	GRATINGS	600.0	LB.	1	60	960	00 ✓
43	S-608-A	CONCRETE SIDEWALK	1,931.75	S.Y.	20	00	38635	00 ✓
44	S-609-B	CONCRETE CURB, TYPE (HEADER MODIFIED)	7,247.34	L.F.	11	25	81532	58 ✓

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SECTION 902  
PROPOSAL (Sheet No. 2-E)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
45	S-609-D	COMBINATION CONCRETE CURB AND GUTTER (TYPE I MODIFIED)	8,323.25	L.F.	11	50	95717	38 ✓
46	S-609-D	COMBINATION CONCRETE CURB AND GUTTER (TYPE II)	927.58	L.F.	11	50	10667	17 ✓
47	S-613-E	ADJUSTMENT OF MANHOLES	1.0	UNIT	1500	00	1500	00 ✓
48	S-616-A	CONCRETE ISLAND PAVEMENT	123.9	S.Y.	31	00	3840	90 ✓
49	S-617-A	RIGHT-OF-WAY MARKERS (TYPE II)	24.0	EA.	60	00	1440	00 ✓
50	626-A	4" THERMOPLASTIC TRAFFIC STRIPE (SKIP WHITE)(90 MILS)	1.598	MI.	1000	00	1598	00 ✓
51	626-B	4" THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS WHITE)(90 MILS)	0.325	MI.	1000	00	325	00 ✓
52	626-C	4" THERMOPLASTIC EDGE TRAFFIC STRIPE (CONTINUOUS WHITE)(60 MILS)	1.562	MI.	1000	00	1562	00 ✓
53	626-E	4" THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW)(90 MILS)	1,634.00	L.F.		50	817	00 ✓
54	626-F	4" THERMOPLASTIC EDGE TRAFFIC STRIPE (CONTINUOUS YELLOW)(60 MILS)	1.19	MI.	1000	00	1190	00 ✓
55	626-G	4" THERMOPLASTIC DETAIL TRAFFIC STRIPE (4" EQUIVALENT)(WHITE)(120 MILS)	4,025.0	L.F.		75	3018	75 ✓
56	626-G	4" THERMOPLASTIC DETAIL TRAFFIC STRIPE (4" EQUIVALENT)(YELLOW)(120 MILS)	3,072.0	L.F.		75	2304	00 ✓

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SECTION 902  
PROPOSAL (Sheet No. 2-F)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
57	626-H	THERMOPLASTIC LEGEND (WHITE) (120 MILS)	1,527.0	S.F.	5	00	7635	00 ✓
58	627-C	RED-CLEAR REFLECTIVE RAISED MARKERS	23.0	EA.	5	00	115	00 ✓
59	627-D	TWO WAY YELLOW REFLECTIVE RAISED MARKERS	52.0	EA.	5	00	260	00 ✓
60	S-630-2	REFLECTORIZED TRAFFIC REGULATORY SIGN (ENCAPSULATED LENS)	4.0	EA.	100	00	400	00 ✓
61	S-630-3	REFLECTORIZED TRAFFIC HAZARD SIGN (ENCAPSULATED LENS)	8.0	EA.	75	00	600	00 ✓
62	901-S-618	MAINTENANCE OF TRAFFIC	L.S.	L.S.	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX		30000	00 ✓
63	901-S-618-A	ADDITIONAL CONSTRUCTION SIGNS	0.0	S.F.	6	00	0	00 ✓
64	901-S-908-635-A	MODIFICATION TO TRAFFIC SIGNAL SYSTEM @ HIGHWAY 49	L.S.	L.S.	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX		30000	00 ✓
65	901-S-908-635-B	NEW TRAFFIC SIGNAL SYSTEM @ THREE RIVERS ROAD	L.S.	L.S.	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX		49500	00 ✓
<b>Subtotal Roadway Items</b>							1,815,564	02 ✓
<b>Erosion Control Items</b>								
66	S-212-A	AGRICULTURAL LIMESTONE	10.0	TON	50	00	500	00 ✓

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SECTION 902  
 PROPOSAL (Sheet No. 2-G)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total		
					Dollars	Cents	Dollars	Cents	
67	S-212-B	COMMERCIAL FERTILIZER (13-13-13)	5.0	TON	250	00	1250	00	
68	S-212-F	AMMONIUM NITRATE	0.75	TON	500	00	375	00	
69	S-214	SEEDING	5.0	ACRE	500	00	2500	00	
70	901-S-215-A	VEGETATIVE MATERIALS FOR MULCH	11.0	TON	150	00	1650	00	
71	S-226	SOLID SODDING	7,402.6	S.Y.	2	80	20727	28	
72	230-B	TREE PLANTING (4" DIA. LIVE OAK)	12.0	EA.	150	00	1800	00	
73	S-610-A	TEMPORARY SILT FENCE (TYPE II) (EOS 20-100)	760.0	L.F.	4	00	3040	00	
74	S-815-A	LOOSE RIP-RAP, (200 LS.)	235.0	TON	34	00	7990	00	
75	S-815-F	FILTER FABRIC (TYPE V) (EOS 70-100)	397.0	S.Y.	1	50	595	50	
<b>Subtotal Erosion Control Items</b>							<b>40427</b>	<b>78</b>	
<b>BRIDGE ITEMS - SITE A</b>									
76	S-803-A	TEST PILES	2.0	EA.	4500	00	9000	00	

SECTION 902  
PROPOSAL (Sheet No. 2-H)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total		
					Dollars	Cents	Dollars	Cents	
77	S-803-B	LOADING TESTS	0.0	EA.	4,000	00	0	00	
78	S-803-C	14" PRESTRESSED CONCRETE PILING	8,910.0	L.F.	19	00	169,290	00	
79	S-803-I	18" PRE-FORMED PILE HOLES	0.0	L.F.	10	00	0	00	
80	S-804-A	CLASS "AA" BRIDGE CONCRETE	1,124.5	C.Y.	360	00	404,820	00	
81	S-804-C	40" PRESTRESSED CONCRETE BEAM	4,145.1	L.F.	36	50	151,296	15	
82	S-805	REINFORCEMENT	209,048.0	LBS.		45	94,071	60	
83	S-813-A	CONCRETE RAILING	560.6	L.F.	30	00	16,818	00	
84	S-815-A	LOOSE RIP-RAP, 300#	878.0	TON	34	00	29,852	00	
85	S-815-F	FILTER FABRIC (TYPE V) (EOS 70-100)	1,871.0	S.Y.	1	50	2,806	50	
<b>Subtotal Bridge Items - Site A</b>							<b>877,954</b>	<b>25</b>	
<b>BRIDGE ITEMS - SITE B</b>									
86	S-803-A	TEST PILES	2.0	EA.	4500	00	9000	00	

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SECTION 902  
 PROPOSAL (Sheet No. 2-1)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
87	S-803-B	LOADING TESTS	0.0	EA.	4,000	00	0	00
88	S-803-C	14" PRESTRESSED CONCRETE PILING	2,830.0	L.F.	19	00	53,770	00
89	S-803-I	18" PRE-FORMED PILE HOLES	0.0	L.F.	10	00	0	00
90	S-804-A	CLASS "AA" BRIDGE CONCRETE	375.5	C.Y.	360	00	135,180	00
91	S-804-C	40" PRESTRESSED CONCRETE BEAM	1,391.3	L.F.	36	50	50,782	45
92	S-805	REINFORCEMENT	56,063.0	LBS.		45	25,228	35
93	S-813-A	CONCRETE RAILING	400.0	L.F.	30	00	12,000	00
94	S-815-A	LOOSE RIP-RAP, 300#	782.0	TON	34	00	26,588	00
95	S-815-F	FILTER FABRIC (TYPE V) (EOS 70-100)	1,666.0	S.Y.	1	50	2,499	00
<b>Subtotal Bridge Items - Site B</b>							315,047	80
<b>GRAND TOTAL BID</b>							3,048,993	85

*Handwritten initials*

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

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#### SECTION 902—Proposal (Continued)

I (we) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

I (we) further propose to execute the attached contract agreement (Section 903) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit provided for in the Specifications and Notice to Contractors. I (we) also propose to execute the attached contract bond (Section 904) in an amount not less than one hundred (100) per cent of the total of my (our) bid. This bond shall not only serve to guarantee the completion of the work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (we) enclose a certified check (bid bond) for 50% of bid (\$ \_\_\_\_\_) Dollars and hereby agree that in case of my (our) failure to execute the contract and furnish bond within FIFTEEN (15) days after notice of award, the amount of this check (bid bond) will be forfeited to the County of \_\_\_\_\_ State of Mississippi, as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Respectfully submitted,

TONY PARNELL Construction Co., Inc.  
Contractor.  
By: [Signature]  
Title: PRESIDENT  
Address: P.O. Box 5128 Vanderve, MS 39565

Date: October 5, 1998

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of Mississippi and the names, titles and business addresses of the executives are as follows:

<u>TONY PARNELL</u> President	<u>15701 Hwy 57 Vanderve, MS 39565</u> Address
<u>TONY PARNELL</u> Secretary	<u>SAME</u> Address
<u>TONY PARNELL</u> Treasurer	<u>SAME</u> Address

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

**United States Fidelity and Guaranty Company**  
Baltimore, Maryland  
A Stock Company



**Bid Bond**

Bond Number .....

**Know All Men By These Presents:**

That TONY PARNELL CONSTRUCTION CO., INC.  
..... of P.O. BOX 5128, VANCELEAVE, MS. 39565  
..... as Principal, and **United States Fidelity and Guaranty Company**, a Maryland corporation, as Surety, are held and firmly bound unto  
HARRISON COUNTY BOARD OF SUPERVISORS  
as Oblige, in the full and just sum of FIVE PERCENT (5%) OF THE AMOUNT BID  
..... Dollars,  
lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**Whereas** the said Principal is herewith submitting its proposal for:  
HARRISON COUNTY  
DECD-0024 (13) B  
NEW 4-LANE ROAD AND ACCESS ROAD

**The Condition Of This Obligation** is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Oblige the difference in money between the amount of the bid of the said Principal and the amount for which the Oblige legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered October 5, 1998  
(Date)

TONY PARNELL CONSTRUCTION CO., INC. (Seal)  
..... (Seal)  
TONY PARNELL, President  
**UNITED STATES FIDELITY AND GUARANTY COMPANY**  
Catherine Fountain  
Catherine Fountain Attorney-in-fact  
Mississippi Resident Agent

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

1810571

### United States Fidelity and Guaranty Company



Power of Attorney  
No. 110818

Know all men by these presents: That **United States Fidelity and Guaranty Company**, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **Jim Eley Brasher, Troy P. Wagener, Belinda Tubbs and Catherine Fountain**

of the City of Biloxi State of Mississippi its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said **United States Fidelity and Guaranty Company**, has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Assistant Secretary, this 27th day of March A.D. 19 98.



United States Fidelity and Guaranty Company.  
(Signed) By [Signature] Vice President  
(Signed) By [Signature] Assistant Secretary

State of Maryland )  
Baltimore City )

SS:

On this 27th day of March A.D. 19 98, before me personally, Gary A. Wilson, Vice President of **United States Fidelity and Guaranty Company**, and Thomas E. Huijbregtse, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Gary A. Wilson and Thomas E. Huijbregtse were respectively the Vice President and the Assistant Secretary of the said **United States Fidelity and Guaranty Company**, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the 1st day of August A.D. 19 98.



(Signed) By [Signature] Notary Public

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the **United States Fidelity and Guaranty Company** on September 24, 1992:

**Resolved**, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

**Resolved**, That Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Huijbregtse, an Assistant Secretary of the **United States Fidelity and Guaranty Company**, do hereby certify that the foregoing are true excerpts from the Resolutions of the said Company as adopted by its Board of Directors on September 24, 1992 and that these Resolutions are in full force and effect.

I, the undersigned Assistant Secretary of the **United States Fidelity and Guaranty Company**, do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the **United States Fidelity and Guaranty Company**, on this 28TH day of SEPTEMBER 19 98



[Signature]  
Assistant Secretary

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SAA-1

DIVISION OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI STATE HIGHWAY DEPARTMENT

AFFIDAVIT  
(To Be Executed in Duplicate)

State of Mississippi

County of JACKSONI, TONY PARNELL  
(Name of person signing affidavit)individually, and in my capacity as PRESIDENT of  
(Title)TONY PARNELL CONSTRUCTION CO. INC. being duly sworn, on  
(Name of Firm, Partnership, or Corporation)

oath, do depose and say as follows:

That TONY PARNELL CONSTRUCTION CO. INC., Bidder on  
(Name of Firm, Partnership, or Corporation)Project No. DECD-0024(13)B,in HARRISON County, Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees, or principal owners.

Further, being duly sworn (or under penalty of perjury under the laws of the United States and the State of Mississippi), certifies that, except as noted below, (the company) or any person associated therewith in the capacity of (owner, partner, director, manager, auditor, or any position involving the administration of federal funds):

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(Rev. 10-1-89)



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Page 2

AFFIDAVIT (Continued)

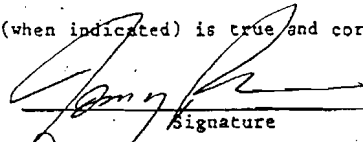
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Item (b) of this subsection; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "\_\_\_\_\_" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

The Bidder shall provide immediate written notice to the Board of Supervisors and the State Aid Engineer at any time, prior to or after award, that it is known a certification was erroneous when executed or has become erroneous by reason of changed circumstances.

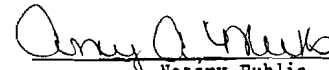
NOTE: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

All of the foregoing and attachments (when indicated) is true and correct.

  
\_\_\_\_\_  
Signature  
President  
\_\_\_\_\_  
Title

(SEAL)

Sworn before me this 5<sup>th</sup> day of October 1998

My commission expires 12-28-99   
\_\_\_\_\_  
Notary Public

NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

**MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
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**SECTION 902  
PROPOSAL**

Date 9/28/98

Proposal of TANNER CONSTRUCTION COMPANY, INC.

P. O. Box 460  
ELLISVILLE, MS 39437

of \_\_\_\_\_

for constructing the following designated project within the time hereinafter specified.

The Plans are composed of drawings and blue prints on file in the offices of the Chancery Clerk of HARRISON  
County at GULFPORT Mississippi.

The Specifications are the currently approved Standard Specifications of the Office of State Aid Road Construction of the Mississippi Department of Transportation and the Federal Highway Administration, except where superseded or amended by Special Provisions and Revisions of the Specifications attached hereto and made a part thereof.

Board of Supervisors  
HARRISON County, GULFPORT Mississippi

Sirs: The following is made on behalf of \_\_\_\_\_

TANNER CONSTRUCTION COMPANY, INC.  
P. O. Box 460  
ELLISVILLE, MS 39437

(Names and addresses of those interested)

and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is made without collusion on the part of any person, firm or corporation. I (we) certify that I (we) have carefully examined the Plans, and the Specifications, including the Special Provisions and Revisions herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Revisions and Plans I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (we) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid.

The following is my (our) itemized Proposal:

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 1998 TERM

#### SECTION 902—Proposal (Continued)

In the event of award of the Contract to me (us) under this Proposal, I (we) contemplate the sub-contracting of the following items, to the persons or firms named after each item in accordance with Special Provisions providing for the sub-contracting attached hereto if such sub-contracting thereof is approved by the Board of Supervisors and the State Aid Engineer. In the event of disapproval of such sub-contracting, I (we) agree to perform such item or items of work with my (our) own organization, in full compliance with all applicable terms of this Proposal.

NOTE: Bidder will insert below a list of the specific Pay Items and Quantities thereof which he proposes to sub-contract, and the names and addresses of the persons or firms to whom he proposes to sub-contract each item.

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_ : \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

I hereby certify that the persons or firms are named above as sub-contractors with the knowledge and consent of the persons or firms named.

Signed \_\_\_\_\_

By \_\_\_\_\_

In the event of the award of this contract to the above named bidder, for the performance of the work, and in the further event that the sub-contractor(s) named herein are approved by the Board of Supervisors and the State Aid Engineer, the sub-contractor or sub-contractors shall execute the following:

I (we) hereby certify that the use of our names as sub-contractors on the above items, was and is with our knowledge and consent.

\_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_ 19 \_\_\_\_\_

SECTION 902  
PROPOSAL SHEET (2-A)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

For: CONSTRUCTION OF NEW FOUR-LANE ROADWAY, AND ACCESS ROAD, BETWEEN HIGHWAY 49 AND THREE RIVERS ROAD NORTH OF INTERSTATE 10 TO SERVE PROPOSED CROSSROADS SHOPPING CENTER.

I (we) agree to complete the entire site within One Hundred Eighty (180) Working Days.

\*\*\*SPECIAL NOTICE TO BIDDERS\*\*\*  
BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total		
					Dollars	Cents	Dollars	Cents	
<b>Roadway Items</b>									
1	S-200-A	MOBILIZATION	L.S.	L.S.	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX	GCT	131000	00	✓
							<del>146000</del>	<del>00</del>	
2	S-201-A	CLEARING AND GRUBBING	L.S.	L.S.	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX		200000	00	✓
3	S-201-B	CLEARING AND GRUBBING	2.82	ACRE	2400	00	6768	00	✓
4	S-202-A	REMOVAL OF PAVEMENT	2,705.8	S.Y.	4	50	12176	10	✓
5	S-202-B	REMOVAL OF PIPE (ALL SIZES)	82.0	L.F.	7	00	574	00	✓
6	S-202-C	REMOVAL OF CURB AND GUTTER	870.0	L.F.	4	50	3915	00	✓
7	S-203-A	UNCLASSIFIED EXCAVATION (FM)	7,660.0	C.Y.	4	30	32938	00	✓
8	S-203-E1	BORROW EXCAVATION (A.H.) (CONTRACTOR FURNISHED) (FME) (CLASS 5)	34,096.0	C.Y.	5	80	197756	80	✓

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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SECTION 902  
PROPOSAL (Sheet No. 2-B)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
9	S-203-F	CHANNEL EXCAVATION (FM)	4,824.0	C.Y.		2 65	12783	60
10	S-206	STRUCTURE EXCAVATION	2,460.1	C.Y.		4 50	11070	45
11	S-301-A	PLANT MIX BITUMINOUS BASE COURSE, BB-1	6,018.7	TON	GCT 30 00 40 00		180561 <del>246748</del>	00 GCT 00
12	S-304	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)	6,868.0	C.Y.		7 80	53570	40
13	S-304	GRANULAR MATERIAL (LVM) (CLASS 6, GROUP C)	1,203.0	C.Y.		15 00	18045	00
14	S-403-A	HOT BITUMINOUS PAVEMENT LEVELING COURSE	187.5	TON	GCT 40 00 45 00		7500 <del>8437</del>	00 GCT 50
15	S-403-B	HOT BITUMINOUS PAVEMENT BINDER COURSE	4,354.6	TON	GCT 40 00 45 00		174184 <del>195957</del>	00 GCT 00
16	S-403-C	HOT BITUMINOUS PAVEMENT SURFACE COURSE	2,410.4	TON	GCT 40 00 45 00		96416 <del>108468</del>	00 GCT 00
17	S-406-A	COLD MILLING OF BITUMINOUS PAVEMENT (ALL DEPTHS)	1,080.0	S.Y.		1 00	1080	00
18	S-601-B	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	105.89	C.Y.		750 00	79417	50
19	S-602	REINFORCING STEEL	3,784.06	LB.		0 50	1892	03
20	S-603-C-A	15" REINFORCED CONCRETE PIPE, CLASS III	952.0	L.F.		21 00	19992	00

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
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SECTION 902  
 PROPOSAL (Sheet No. 2-C)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
21	S-603-C-A	18" REINFORCED CONCRETE PIPE, CLASS III	1,672.0	L.F.	22	00	36784	00
22	S-603-C-A	24" REINFORCED CONCRETE PIPE, CLASS III	382.0	L.F.	32	00	12224	00
23	S-603-C-A	30" REINFORCED CONCRETE PIPE, CLASS III	428.0	L.F.	41	00	17548	00
24	S-603-C-A	36" REINFORCED CONCRETE PIPE, CLASS III	76.0	L.F.	56	00	4256	00
25	S-603-C-A	42" REINFORCED CONCRETE PIPE, CLASS III	12.0	L.F.	70	00	840	00
26	S-603-C-A	48" REINFORCED CONCRETE PIPE, CLASS III	8.0	L.F.	87	00	696	00
27	S-603-C-A	54" REINFORCED CONCRETE PIPE, CLASS III	72.0	L.F.	105	00	7560	00
28	S-603-C-A	60" REINFORCED CONCRETE PIPE, CLASS III	12.0	L.F.	126	00	1512	00
29	S-603-C-B	15" REINFORCED CONCRETE END SECTION	2.0	EA.	360	00	720	00
30	S-603-C-B	18" REINFORCED CONCRETE END SECTION	4.0	EA.	370	00	1480	00
31	S-603-C-B	24" REINFORCED CONCRETE END SECTION	1.0	EA.	420	00	420	00
32	S-603-C-B	30" REINFORCED CONCRETE END SECTION	2.0	EA.	460	00	920	00

SECTION 902  
PROPOSAL (Sheet No. 2-D)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total		
					Dollars	Cents	Dollars	Cents	
33	S-603-C-B	42" REINFORCED CONCRETE END SECTION	1.0	EA.	1000	00	1000	00	X
34	S-603-C-B	48" REINFORCED CONCRETE END SECTION	1.0	EA. <sup>GCT</sup>	1100	00	1100	00	X
					<del>1500</del>	<del>00</del>	<del>1500</del>	<del>00</del>	X
35	S-603-C-B	60" REINFORCED CONCRETE END SECTION	1.0	EA.	1500	00	1500	00	X
36	S-603-C-E	36" X 23" CONCRETE ARCH PIPE, CLASS A III	152.0	L.F.	47	00	7144	00	X
37	S-603-C-E	51" X 31" CONCRETE ARCH PIPE, CLASS A III	336.0	L.F.	80	00	26880	00	X
38	S-603-C-E	58" X 36" CONCRETE ARCH PIPE, CLASS A III	376.0	L.F.	100	00	37600	00	X
39	S-603-C-F	36" X 23" CONCRETE ARCH PIPE, END SECTION	1.0	EA.	460	00	460	00	X
40	S-603-C-F	58" X 36" CONCRETE ARCH PIPE, END SECTION	1.0	EA.	1100	00	1100	00	X
41	S-604-A	CASTINGS	33,374.0	LB.		1 30	43386	20	X
42	S-604-B	GRATINGS	600.0	LB.		1 60	960	00	X
43	S-608-A	CONCRETE SIDEWALK	1,931.75	S.Y.		24 00	46362	00	X
44	S-609-B	CONCRETE CURB, TYPE (HEADER MODIFIED)	7,247.34	L.F.		9 00	65226	06	X

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SECTION 902  
PROPOSAL (Sheet No. 2-E)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
45	S-609-D	COMBINATION CONCRETE CURB AND GUTTER (TYPE I MODIFIED)	8,323.25	L.F.	9	50	79070	88
46	S-609-D	COMBINATION CONCRETE CURB AND GUTTER (TYPE II)	927.58	L.F.	12	00	11130	96
47	S-613-E	ADJUSTMENT OF MANHOLES	1.0	UNIT	300	00	300	00
48	S-616-A	CONCRETE ISLAND PAVEMENT	123.9	S.Y.	22	00	2725	80
49	S-617-A	RIGHT-OF-WAY MARKERS (TYPE II)	24.0	EA.	50	00	1200	00
50	626-A	4" THERMOPLASTIC TRAFFIC STRIPE (SKIP WHITE)(90 MILS)	1.598	MI.	1000	00	1598	00
51	626-B	4" THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS WHITE)(90 MILS)	0.325	MI.	1000	00	325	00
52	626-C	4" THERMOPLASTIC EDGE TRAFFIC STRIPE (CONTINUOUS WHITE)(60 MILS)	1.562	MI.	1000	00	1562	00
53	626-E	4" THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW)(90 MILS)	1,634.00	L.F.	0	50	817	00
54	626-F	4" THERMOPLASTIC EDGE TRAFFIC STRIPE (CONTINUOUS YELLOW)(60 MILS)	1.19	MI.	1000	00	1190	00
55	626-G	4" THERMOPLASTIC DETAIL TRAFFIC STRIPE (4" EQUIVALENT)(WHITE)(120 MILS)	4,025.0	L.F.	0	75	3018	75
56	626-G	4" THERMOPLASTIC DETAIL TRAFFIC STRIPE (4" EQUIVALENT)(YELLOW)(120 MILS)	3,072.0	L.F.	0	75	2304	00

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SECTION 902  
PROPOSAL (Sheet No. 2-F)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total		
					Dollars	Cents	Dollars	Cents	
57	626-H	THERMOPLASTIC LEGEND (WHITE) (120 MILS)	1,527.0	S.F.	5	00	7635	00	
58	627-C	RED-CLEAR REFLECTIVE RAISED MARKERS	23.0	EA.	5	00	115	00	
59	627-D	TWO WAY YELLOW REFLECTIVE RAISED MARKERS	52.0	EA.	5	00	260	00	
60	S-630-2	REFLECTORIZED TRAFFIC REGULATORY SIGN (ENCAPSULATED LENS)	4.0	EA.	100	00	400	00	
61	S-630-3	REFLECTORIZED TRAFFIC HAZARD SIGN (ENCAPSULATED LENS)	8.0	EA.	75	00	600	00	
62	901-S-618	MAINTENANCE OF TRAFFIC	L.S.	L.S.	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX		10000	00	
63	901-S-618-A	ADDITIONAL CONSTRUCTION SIGNS	0.0	S.F.		6 00		0 00	
64	901-S-908-635-A	MODIFICATION TO TRAFFIC SIGNAL SYSTEM @ HIGHWAY 49	L.S.	L.S.	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX		28000	00	
65	901-S-908-635-B	NEW TRAFFIC SIGNAL SYSTEM @ THREE RIVERS ROAD	L.S.	L.S.	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX		50000	00	
							GET	1582656	53
							Subtotal Roadway Items	<del>1656757</del>	<del>53</del>
Erosion Control Items								1,581,570	53
66	S-212-A	AGRICULTURAL LIMESTONE	10.0	TON	50	00	500	00	

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SECTION 902  
 PROPOSAL (Sheet No. 2-G)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
67	S-212-B	COMMERCIAL FERTILIZER (13-13-13)	5.0	TON	250	00	1250	00
68	S-212-F	AMMONIUM NITRATE	0.75	TON	500	00	375	00
69	S-214	SEEDING	5.0	ACRE	500	00	2500	00
70	901-S-215-A	VEGETATIVE MATERIALS FOR MULCH	11.0	TON	150	00	1650	00
71	S-226	SOLID SODDING	7,402.6	S.Y.	2	80	20727	28
72	230-B	TREE PLANTING (4" DIA. LIVE OAK)	12.0	EA.	150	00	1800	00
73	S-610-A	TEMPORARY SILT FENCE (TYPE II) (EOS 20-100)	760.0	L.F.	3	00	2280	00
74	S-815-A	LOOSE RIP-RAP, (200 LS.)	235.0	TON	38	00	8930	00
75	S-815-F	FILTER FABRIC (TYPE V) (EOS 70-100)	397.0	S.Y.	1	00	397	00
<b>Subtotal Erosion Control Items</b>							<b>40409</b>	<b>28</b>
<b>BRIDGE ITEMS - SITE A</b>								
76	S-803-A	TEST PILES	2.0	EA.	6250	00	12500	00

SECTION 902  
PROPOSAL (Sheet No. 2-H)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
77	S-803-B	LOADING TESTS	0.0	EA.	4,000	00	0	00
78	S-803-C	14" PRESTRESSED CONCRETE PILING	8,910.0	L.F.	19	00	169290	00
79	S-803-I	18" PRE-FORMED PILE HOLES	0.0	L.F.	10	00	0	00
80	S-804-A	CLASS "AA" BRIDGE CONCRETE	1,124.5	C.Y.	388	00	436306	00
81	S-804-C	40' PRESTRESSED CONCRETE BEAM	4,145.1	L.F.	36	00	149223	60
82	S-805	REINFORCEMENT	209,048.0	LBS.	0	41	85709	68
83	S-813-A	CONCRETE RAILING	560.6	L.F.	GCT 34 -33	00 00	19060 -18499	40 80 GCT
84	S-815-A	LOOSE RIP-RAP, 300#	878.0	TON	38	00	33364	00
85	S-815-F	FILTER FABRIC (TYPE V) (EOS 70-100)	1,871.0	S.Y.	1	00	1871	00
Subtotal Bridge Items - Site A							GCT 907324 -906764	68 08
<b>BRIDGE ITEMS - SITE B</b>								
86	S-803-A	TEST PILES	2.0	EA.	6250	00	12500	00

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 BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
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SECTION 902  
PROPOSAL (Sheet No. 2-1)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
87	S-803-B	LOADING TESTS	0.0	EA.	4,000	00	0	00
88	S-803-C	14" PRESTRESSED CONCRETE PILING	2,830.0	L.F.	19	00	53770	00
89	S-803-I	18" PRE-FORMED PILE HOLES	0.0	L.F.	10	00	0	00
90	S-804-A	CLASS "AA" BRIDGE CONCRETE	375.5	C.Y.	388	00	145694	00
91	S-804-C	40' PRESTRESSED CONCRETE BEAM	1,391.3	L.F.	36	00	50086	80
92	S-805	REINFORCEMENT	56,063.0	LBS.	0	41	22985	83
93	S-813-A	CONCRETE RAILING	400.0	L.F.	34	00	13600	00
94	S-815-A	LOOSE RIP-RAP, 300#	782.0	TON	38	00	29716	00
95	S-815-F	FILTER FABRIC (TYPE V) (EOS 70-100)	1,666.0	S.Y.	1	00	1666	00
<b>Subtotal Bridge Items - Site B</b>							330018	63
GCT							2860403.12	
<b>GRAND TOTAL BID</b>							<del>2934510.12</del>	

\$ 2,859,323 <sup>12</sup>/<sub>100</sub>

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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SECTION 902—Proposal (Continued)

I (we) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

I (we) further propose to execute the attached contract agreement (Section 903) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit provided for in the Specifications and Notice to Contractors. I (we) also propose to execute the attached contract bond (Section 904) in an amount not less than one hundred (100) per cent of the total of my (our) bid. This bond shall not only serve to guarantee the completion of the work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (we) enclose a ~~certified check~~ (bid bond) for 5% OF THE BID (\$ \_\_\_\_\_) Dollars and hereby agree that in case of my (our) failure to execute the contract and furnish bond within FIFTEEN (15) days after notice of award, the amount of this check (bid bond) will be forfeited to the County of HARRISON State of Mississippi, as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Respectfully submitted,

TANNER CONSTRUCTION COMPANY, INC.

Contractor.

By Gary C Tanner

Title PRESIDENT

Address P. O. Box 460  
ELLISVILLE, MS 39437

Date 9/28/98 To, \_\_\_\_\_

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of MISSISSIPPI and the names, titles and business addresses of the executives are as follows:

GARY C TANNER  
President

P. O. Box 460  
ELLISVILLE, MS 39437

LORRIE S TANNER  
Secretary

Address  
P. O. Box 460  
ELLISVILLE, MS 39437

\_\_\_\_\_  
Treasurer

Address

Address

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

Bond No. ....

**Fidelity and Deposit Company**

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, TANNER CONSTRUCTION COMPANY, INC.  
P. O. BOX 460, ELLISVILLE, MS 39437

....., as Principal, (hereinafter called the "Principal"), and  
the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized  
under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound  
unto BOARD OF SUPERVISORS OF HARRISON COUNTY

.....as Obligee, (hereinafter called the "Obligee"),  
in the sum of FIVE PERCENT (5%) OF THE AMOUNT BID----- Dollars (\$.....),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves,  
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for CONSTRUCTION OF A NEW FOUR-LANE ROADWAY  
AND ACCESS ROAD, BETWEEN HIGHWAY 49 AND THREE RIVERS ROAD, NORTH OF INTERSTATE 10,  
TO SERVE PROPOSED CROSSROADS SHOPPING CENTER, PROJECT #DECD-0024(13)B IN HARRISON  
COUNTY, MS

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

Signed and sealed this 28TH day of SEPTEMBER A.D. 19 98

Jamie Kellie  
Witness

TANNER CONSTRUCTION COMPANY, INC. (SEAL)  
Principal  
Gary C. Tanner, President Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
Surety

Belinda Tubbs  
Witness

By Catherine Fountain (SEAL)  
Catherine Fountain Title  
Attorney-In-Fact  
Mississippi Resident Agent

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

HOME OFFICE: P.O. BOX 1227, BALTIMORE, MD 21203-1227

Know ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by W. B. WALBRECHER, Vice-President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Jim E. Brashier, Troy P. Wagener, Belinda Tubbs and Catherine Fountain, all of Biloxi, Mississippi, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, MD, or their own proper persons. This power of attorney revokes that issued on behalf of Edna M. Keim, etal, dated December 19, 1996.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND this 9th day of April, A.D. 1998.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



T. E. Smith  
State of Maryland }  
County of Baltimore } ss:

Assistant Secretary

By: W. B. Walbrecher  
W. B. Walbrecher Vice-President

On this 9th day of April, A.D. 1998, before the undersigned, a Notary Public of the State of Maryland, duly commissioned and qualified, came W. B. WALBRECHER, Vice-President and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Carol J. Fader  
Carol J. Fader Notary Public  
My Commission Expires: August 1, 2000

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this

28TH day of SEPTEMBER 1998

A. D. Matie  
Assistant Secretary

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EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, . . . and to affix the seal of the Company thereto."



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DIVISION OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI STATE HIGHWAY DEPARTMENT

AFFIDAVIT  
(To Be Executed in Duplicate)

State of Mississippi

County of JONESI, GARY C. TANNER  
(Name of person signing affidavit)individually, and in my capacity as PRESIDENT of  
(Title)TANNER CONSTRUCTION COMPANY, INC. being duly sworn, on  
(Name of Firm, Partnership, or Corporation)

oath, do depose and say as follows:

That TANNER CONSTRUCTION COMPANY, INC., Bidder on  
(Name of Firm, Partnership, or Corporation)Project No. DECD-0024(13)B,

in HARRISON County, Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees, or principal owners.

Further, being duly sworn (or under penalty of perjury under the laws of the United States and the State of Mississippi), certifies that, except as noted below, (the company) or any person associated therewith in the capacity of (owner, partner, director, manager, auditor, or any position involving the administration of federal funds):

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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Page 2

AFFIDAVIT (Continued)

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Item (b) of this subsection; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here " \_\_\_\_\_ " if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

The Bidder shall provide immediate written notice to the Board of Supervisors and the State Aid Engineer at any time, prior to or after award, that it is known a certification was erroneous when executed or has become erroneous by reason of changed circumstances.

NOTE: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

All of the foregoing and attachments (when indicated) is true and correct.

Gary C. Tanner  
Signature

(SEAL)

PRESIDENT  
Title

Sworn before me this 5 day of October 1998

My commission expires \_\_\_\_\_

My Commission Expires March 9, 1999

Anna Marie Kiehl  
Notary Public

NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

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## SECTION 902

**PROPOSAL**

Date September 28, 1998Proposal of TCB Construction Company, Inc.of 5913 Hwy 53, Poplarville, MS 39470

for constructing the following designated project within the time hereinafter specified.

The Plans are composed of drawings and blue prints on file in the offices of the Chancery Clerk of HarrisonCounty at Gulfport Mississippi.

The Specifications are the currently approved Standard Specifications of the Office of State Aid Road Construction of the Mississippi Department of Transportation and the Federal Highway Administration, except where superseded or amended by Special Provisions and Revisions of the Specifications attached hereto and made a part thereof.

Board of Supervisors

Harrison County, Gulfport MississippiSirs: The following is made on behalf of TCB Construction Company, Inc., 5913 Hwy 53,  
Poplarville, MS 39470

(Names and addresses of those interested)

and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is made without collusion on the part of any person, firm or corporation. I (we) certify that I (we) have carefully examined the Plans, and the Specifications, including the Special Provisions and Revisions herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Revisions and Plans I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (we) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid.

The following is my (our) itemized Proposal:

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**SECTION 902—Proposal (Continued)**

In the event of award of the Contract to me (us) under this Proposal, I (we) contemplate the sub-contracting of the following items, to the persons or firms named after each item in accordance with Special Provisions providing for the sub-contracting attached hereto if such sub-contracting thereof is approved by the Board of Supervisors and the State Aid Engineer. In the event of disapproval of such sub-contracting, I (we) agree to perform such item or items of work with my (our) own organization, in full compliance with all applicable terms of this Proposal.

NOTE: Bidder will insert below a list of the specific Pay Items and Quantities thereof which he proposes to sub-contract, and the names and addresses of the persons or firms to whom he proposes to sub-contract each Item.

Pay Item No. \_\_\_\_\_: \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_: \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_: \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_: \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_: \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_: \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_: \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_: \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_: \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

Pay Item No. \_\_\_\_\_: \_\_\_\_\_ (quantity) \_\_\_\_\_ (description)  
to \_\_\_\_\_ of \_\_\_\_\_

I hereby certify that the persons or firms are named above as sub-contractors with the knowledge and consent of the persons or firms named.

Signed \_\_\_\_\_

By \_\_\_\_\_

In the event of the award of this contract to the above named bidder, for the performance of the work, and in the further event that the sub-contractor(s) named herein are approved by the Board of Supervisors and the State Aid Engineer, the sub-contractor or sub-contractors shall execute the following:

I (we) hereby certify that the use of our names as sub-contractors on the above items, was and is with our knowledge and consent.

\_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_ 19 \_\_\_\_\_

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

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#### SECTION 902—Proposal (Continued)

I (we) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

I (we) further propose to execute the attached contract agreement (Section 903) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit provided for in the Specifications and Notice to Contractors. I (we) also propose to execute the attached contract bond (Section 904) in an amount not less than one hundred (100) per cent of the total of my (our) bid. This bond shall not only serve to guarantee the completion of the work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (we) enclose a certified check (bid bond) for Five Percent (\$ 5%) Dollars and hereby agree that in case of my (our) failure to execute the contract and furnish bond within FIFTEEN (15) days after notice of award, the amount of this check (bid bond) will be forfeited to the County of Harrison State of Mississippi, as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Respectfully submitted,

TCB Construction Company, Inc.  
Contractor.  
By Jennifer L. Fagan  
Title Corporate Secretary  
Address 5913 Hwy 53  
Poplarville, MS 39470

Date September 28, 19 98

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of Mississippi and the names, titles and business addresses of the executives are as follows:

<u>Dickie Joe Ladner</u> President	<u>5913 Hwy 53, Poplarville, MS 39470</u> Address
<u>Jennifer L. Fagan</u> Secretary	<u>32283 Road 323, Poplarville, MS 39470</u> Address
<u>Jennifer L. Fagan</u> Treasurer	<u>32283 Road 323, Poplarville, MS 39470</u> Address

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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SECTION 902  
 PROPOSAL SHEET (2-A)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

For: CONSTRUCTION OF NEW FOUR-LANE ROADWAY, AND ACCESS ROAD, BETWEEN HIGHWAY 49 AND THREE RIVERS ROAD NORTH OF INTERSTATE 10 TO SERVE PROPOSED CROSSROADS SHOPPING CENTER.

I (we) agree to complete the entire site within One Hundred Eighty (180) Working Days.

\*\*\*SPECIAL NOTICE TO BIDDERS\*\*\*  
 BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
<b>Roadway Items</b>								
1	S-200-A	MOBILIZATION	L.S.	L.S.	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX		300,000	00
2	S-201-A	CLEARING AND GRUBBING	L.S.	L.S.	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX		30,000	00
3	S-201-B	CLEARING AND GRUBBING	2.82	ACRE	2,500	00	7,050	00
4	S-202-A	REMOVAL OF PAVEMENT	2,705.8	S.Y.	8	00	21,646	40
5	S-202-B	REMOVAL OF PIPE (ALL SIZES)	82.0	L.F.	8	00	656	00
6	S-202-C	REMOVAL OF CURB AND GUTTER	870.0	L.F.	3	00	2,610	00
7	S-203-A	UNCLASSIFIED EXCAVATION (FM)	7,660.0	C.Y.	7	00	53,620	00
8	S-203-E1	BORROW EXCAVATION (A.H.) (CONTRACTOR FURNISHED) (FME) (CLASS 5)	34,096.0	C.Y.	9	00	306,864	00

SECTION 902  
 PROPOSAL (Sheet No. 2-B)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
9	S-203-F	CHANNEL EXCAVATION (FM)	4,824.0	C.Y.		5 00	24,120	00
10	S-206	STRUCTURE EXCAVATION	2,460.1	C.Y.		7 00	17,220	70
11	S-301-A	PLANT MIX B TUMINOUS BASE COURSE, BB-1	6,018.7	TON		42 00	252,785	40
12	S-304	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)	6,868.0	C.Y.		12 00	82,416	00
13	S-304	GRANULAR MATERIAL (LVM) (CLASS 6, GROUP C)	1,203.0	C.Y.		9 00	10,827	00
14	S-403-A	HOT BITUMINOUS PAVEMENT LEVELING COURSE	187.5	TON		42 50	7,968	75
15	S-403-B	HOT BITUMINOUS PAVEMENT BINDER COURSE	4,354.6	TON		41 00	178,538	60
16	S-403-C	HOT BITUMINOUS PAVEMENT SURFACE COURSE	2,410.4	TON		37 00	89,184	80
17	S-406-A	COLD MILLING OF BITUMINOUS PAVEMENT (ALL DEPTHS)	1,080.0	S.Y.		4 00	4,320	00
18	S-601-B	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	105.89	C.Y.		900 00	95,301	00
19	S-602	REINFORCING STEEL	3,784.06	LB.		1 00	3,784	06
20	S-603-C-A	15" REINFORCED CONCRETE PIPE, CLASS III	952.0	L.F.		21 00	19,992	00

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SECTION 902  
 PROPOSAL (Sheet No. 2-C)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
21	S-603-C-A	18" REINFORCED CONCRETE PIPE, CLASS III	1,672.0	L.F.	23	00	38,456	00
22	S-603-C-A	24" REINFORCED CONCRETE PIPE, CLASS III	382.0	L.F.	37	00	14,134	00
23	S-603-C-A	30" REINFORCED CONCRETE PIPE, CLASS III	428.0	L.F.	52	00	22,256	00
24	S-603-C-A	36" REINFORCED CONCRETE PIPE, CLASS III	76.0	L.F.	72	00	5,472	00
25	S-603-C-A	42" REINFORCED CONCRETE PIPE, CLASS III	12.0	L.F.	90	00	1,080	00
26	S-603-C-A	48" REINFORCED CONCRETE PIPE, CLASS III	8.0	L.F.	116	00	928	00
27	S-603-C-A	54" REINFORCED CONCRETE PIPE, CLASS III	72.0	L.F.	140	00	10,080	00
28	S-603-C-A	60" REINFORCED CONCRETE PIPE, CLASS III	12.0	L.F.	170	00	2,040	00
29	S-603-C-B	15" REINFORCED CONCRETE END SECTION	2.0	EA.	500	00	1,000	00
30	S-603-C-B	18" REINFORCED CONCRETE END SECTION	4.0	EA.	500	00	2,000	00
31	S-603-C-B	24" REINFORCED CONCRETE END SECTION	1.0	EA.	600	00	600	00
32	S-603-C-B	30" REINFORCED CONCRETE END SECTION	2.0	EA.	600	00	1,200	00



SECTION 902  
PROPOSAL (Sheet No. 2-D)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
33	S-603-C-B	42" REINFORCED CONCRETE END SECTION	1.0	EA.	1,200	00	1,200	00
34	S-603-C-B	48" REINFORCED CONCRETE END SECTION	1.0	EA.	1,300		1,300	00
35	S-603-C-B	60" REINFORCED CONCRETE END SECTION	1.0	EA.	1,800		1,800	00
36	S-603-C-E	36" X 23" CONCRETE ARCH PIPE, CLASS A III	152.0	L.F.	60	00	9,120	00
37	S-603-C-E	51" X 31" CONCRETE ARCH PIPE, CLASS A III	336.0	L.F.	106	00	35,616	00
38	S-603-C-E	58" X 36" CONCRETE ARCH PIPE, CLASS A III	376.0	L.F.	134	00	50,384	00
39	S-603-C-F	36" X 23" CONCRETE ARCH PIPE, END SECTION	1.0	EA.	600	00	600	00
40	S-603-C-F	58" X 33" CONCRETE ARCH PIPE, END SECTION	1.0	EA.	1,300	00	1,300	00
41	S-604-A	CASTINGS	33,374.0	LB.	1	60	53,398	40
42	S-604-B	GRATINGS	600.0	LB.	1	90	1,140	00
43	S-608-A	CONCRETE SIDEWALK	1,931.75	S.Y.	24	00	46,362	00
44	S-609-B	CONCRETE CURB, TYPE (HEADER MODIFIED)	7,247.34	L.F.	13	20	95,664	89

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SECTION 902  
PROPOSAL (Sheet No. 2-E)

PROJECT NO. DECD-0024(13)B  
HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
45	S-609-D	COMBINATION CONCRETE CURB AND GUTTER (TYPE I MODIFIED)	8,323.25	L.F.	13	20	109,866	90
46	S-609-D	COMBINATION CONCRETE CURB AND GUTTER (TYPE II)	927.58	L.F.	13	20	12,244	06
47	S-613-E	ADJUSTMENT OF MANHOLES	1.0	UNIT	1,000	00	1,000	00
48	S-616-A	CONCRETE ISLAND PAVEMENT	123.9	S.Y.	30	00	3,717	00
49	S-617-A	RIGHT-OF-WAY MARKERS (TYPE II)	24.0	EA.	40	00	960	00
50	626-A	4" THERMOPLASTIC TRAFFIC STRIPE (SKIP WHITE)(90 MILS)	1.598	MI.	3,600	00	5,752	80
51	626-B	4" THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS WHITE)(90 MILS)	0.325	MI.	7,200	00	2,340	00
52	626-C	4" THERMOPLASTIC EDGE TRAFFIC STRIPE (CONTINUOUS WHITE)(60 MILS)	1.562	MI.	6,000	00	9,372	00
53	626-E	4" THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW)(90 MILS)	1,634.00	L.F.	1	20	1,960	80
54	626-F	4" THERMOPLASTIC EDGE TRAFFIC STRIPE (CONTINUOUS YELLOW)(60 MILS)	1.19	MI.	7,200	00	8,568	00
55	626-G	4" THERMOPLASTIC DETAIL TRAFFIC STRIPE (4" EQUIVALENT)(WHITE)(120 MILS)	4,025.0	L.F.	1	20	4,830	00
56	626-G	4" THERMOPLASTIC DETAIL TRAFFIC STRIPE (4" EQUIVALENT)(YELLOW)(120 MILS)	3,072.0	L.F.	1	20	3,686	40

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SECTION 902  
 PROPOSAL (Sheet No. 2-F)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
57	626-H	THERMOPLASTIC LEGEND (WHITE) (120 MILS)	1,527.0	S.F.	3	60	5,497	20
58	627-C	RED-CLEAR REFLECTIVE RAISED MARKERS	23.0	EA.	12	00	276	00
59	627-D	TWO WAY YELLOW REFLECTIVE RAISED MARKERS	52.0	EA.	12	00	624	00
60	S-630-2	REFLECTORIZED TRAFFIC REGULATORY SIGN (ENCAPSULATED LENS)	4.0	EA.	400	00	1,600	00
61	S-630-3	REFLECTORIZED TRAFFIC HAZARD SIGN (ENCAPSULATED LENS)	8.0	EA.	80	00	640	00
62	901-S-618	MAINTENANCE OF TRAFFIC	L.S.	L.S.	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX		36,000	00
63	901-S-618-A	ADDITIONAL CONSTRUCTION SIGNS	0.0	S.F.	6	00	0	00
64	901-S-908-635-A	MODIFICATION TO TRAFFIC SIGNAL SYSTEM @ HIGHWAY 49	L.S.	L.S.	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX		36,000	00
65	901-S-908-635-B	NEW TRAFFIC SIGNAL SYSTEM @ THREE RIVERS ROAD	L.S.	L.S.	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX		54,000	00
<b>Subtotal Roadway Items</b>							2,204,971	16
<b>Erosion Control Items</b>								
66	S-212-A	AGRICULTURAL LIMESTONE	10.0	TON	144	00	1,440	00

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
 OCTOBER 1998 TERM  
 MINUTE BOOK

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

SECTION 902  
 PROPOSAL (Sheet No. 2-G)

PROJECT NO: DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
67	S-212-B	COMMERCIAL FERTILIZER (13-13-13)	5.0	TON	144	00	720	00
68	S-212-F	AMMONIUM NITRATE	0.75	TON	240	00	180	00
69	S-214	SEEDING	5.0	ACRE	600	00	3,000	00
70	901-S-215-A	VEGETATIVE MATERIALS FOR MULCH	11.0	TON	300	00	3,300	00
71	S-226	SOLID SODDING	7,402.6	S.Y.	4	20	31,090	92
72	230-B	TREE PLANTING (4" DIA. LIVE OAK)	12.0	EA.	480	00	5,760	00
73	S-610-A	TEMPORARY SILT FENCE (TYPE II) (EOS 20-100)	760.0	L.F.	6	00	4,560	00
74	S-815-A	LOOSE RIP-RAP, (200 LS.)	235.0	TON	48	00	11,280	00
75	S-815-F	FILTER FABRIC (TYPE V) (EOS 70-100)	397.0	S.Y.	4	20	1,667	40
<b>Subtotal Erosion Control Items</b>							62,998	32
<b>BRIDGE ITEMS - SITE A</b>								
76	S-803-A	TEST PILES	2.0	EA.	5,400	00	10,800	00

SECTION 902  
 PROPOSAL (Sheet No. 2-H)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
77	S-803-B	LOADING TESTS	0.0	EA.	4,000	00	0	00
78	S-803-C	14" FRESTRESSED CONCRETE PILING	8,910.0	L.F.	27	25	242,797	50
79	S-803-I	18" PRE-FORMED PILE HOLES	0.0	L.F.	10	00	0	00
80	S-804-A	CLASS "AA" BRIDGE CONCRETE	1,124.5	C.Y.	450	00	506,025	00
81	S-804-C	40' PRESTRESSED CONCRETE BEAM	4,145.1	L.F.	57	85	239,794	04
82	S-805	REINFORCEMENT	209,048.0	LBS.		45	94,071	60
83	S-813-A	CONCRETE RAILING	560.6	L.F.	125	00	70,075	00
84	S-815-A	LOOSE RIP-RAP, 300#	878.0	TON	55	00	48,290	00
85	S-815-F	FILTER FABRIC (TYPE V) (EOS 70-100)	1,871.0	S.Y.	4	20	7,858	20
<b>Subtotal Bridge Items - Site A</b>							1,219,711	34
<b>BRIDGE ITEMS - SITE B</b>								
86	S-803-A	TEST PILES	2.0	EA.	5,400	00	10,800	00

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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SECTION 902  
 PROPOSAL (Sheet No. 2-1)

PROJECT NO. DECD-0024(13)B  
 HARRISON COUNTY

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
87	S-803-B	LOADING TESTS	0.0	EA.	4,000	00	0	00
88	S-803-C	14" PRESTRESSED CONCRETE PILING	2,830.0	L.F.	27	25	77,117	50
89	S-803-I	18" PRE-FORMED PILE HOLES	0.0	L.F.	10	00	0	00
90	S-804-A	CLASS "AA" BRIDGE CONCRETE	375.5	C.Y.	450	00	168,975	00
91	S-804-C	40" PRESTRESSED CONCRETE BEAM	1,391.3	L.F.	57	85	80,486	71
92	S-805	REINFORCEMENT	56,063.0	LBS.		45	25,228	35
93	S-813-A	CONCRETE PAVING	400.0	L.F.	125	00	50,000	00
94	S-815-A	LOOSE RIP-RAP, 300#	782.0	TON	55	00	43,010	00
95	S-815-F	FILTER FABRIC (TYPE V) (EOS 70-100)	1,666.0	S.Y.	4	20	6,997	20
<b>Subtotal Bridge Items - Site B</b>							462,614	76
<b>GRAND TOTAL BID</b>							3,950,295.58	

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**THE AMERICAN INSTITUTE OF ARCHITECTS**



*AIA Document A310*  
**Bid Bond**

**KNOW ALL MEN BY THESE PRESENTS**, that we

**TCB CONSTRUCTION COMPANY, INC.**

5913 HWY. 53 POPLARVILLE, MS 39470

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and **RLI INSURANCE COMPANY**

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

**HARRISON COUNTY BOARD OF SUPERVISORS & STATE OF MISSISSIPPI**

(Here insert full name, and address or legal title of Owner)

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

**Five Percent of Amount Bid** \_\_\_\_\_ Dollars ( \$ **5 %** ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

**Construction of a new four lane roadway and access road between Hwy. 49 and Three Rivers Road**

(Here insert full name, address and description of project)

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

Signed and sealed this 28th day of **September 1998**

Paul E. Shaw  
(Witness)

Jennifer S. Jagan  
(Principal) (Seal)  
Secretary  
(Title)

**RLI INSURANCE COMPANY**

Kary F. Dalton  
(Witness)

(Surety) (Seal)  
Mark W. Edwards, II  
(Title)

**MARK W. EDWARDS, II, ATTORNEY-IN-FACT**

Countersigned by Charles F. Gardner

**MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
OCTOBER 1998 TERM**



9025 N. Lindbergh Dr. • Peoria, IL 61615

**POWER OF ATTORNEY**

**Know All Men by These Presents:**

**BOND NO. SSB- 247565**

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI INSURANCE COMPANY**, an Illinois corporation, does hereby make, constitute and appoint \_\_\_\_\_  
Mark W. Edwards, II, Jeffrey M. Wilson, Ron Giadrosich, Jointly or Severally

\_\_\_\_\_ in the City of Birmingham \_\_\_\_\_, State of  
Alabama

its true and lawful Agent and Attorney-in-Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

**Any and all bonds, undertakings, and recognizances in an amount not to exceed Four Million Dollars (\$4,000,000) for any single obligation.**

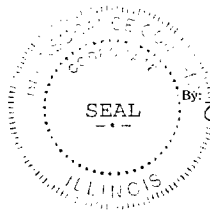
The acknowledgement and execution of such bond by the said Attorney-in-Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

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

*(Blue shaded area above indicates authenticity)*

IN WITNESS WHEREOF, the RLI Insurance company has caused these presents to be executed by its President with its corporate seal affixed this 1st day of March, 1996.



RLI INSURANCE COMPANY

By: Jonathan E. Michael  
President

State of Illinois )  
                          ) SS  
County of Peoria )

**CERTIFICATE**

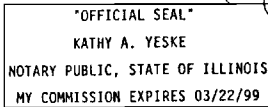
On this 1st day of March, 1996, before me, a Notary Public, personally appeared Jonathan E. Michael, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI INSURANCE COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 28th day of September, 1998.

RLI INSURANCE COMPANY

By: Jonathan E. Michael  
President

Kathy A. Yeske  
Notary Public





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SAA-1

DIVISION OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI STATE HIGHWAY DEPARTMENT

AFFIDAVIT  
(To Be Executed in Duplicate)

State of Mississippi

County of Hancock

I, Jennifer L. Fagan  
(Name of person signing affidavit)

individually, and in my capacity as Corporate Secretary of  
(Title)

TCB Construction Company, Inc. being duly sworn, on  
(Name of Firm, Partnership, or Corporation)

oath, do depose and say as follows:

That TCB Construction Company, Inc., Bidder on  
(Name of Firm, Partnership, or Corporation)

Project No. DECD-0024(13)B

in Harrison County, Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees, or principal owners.

Further, being duly sworn (or under penalty of perjury under the laws of the United States and the State of Mississippi), certifies that, except as noted below, (the company) or any person associated therewith in the capacity of (owner, partner, director, manager, auditor, or any position involving the administration of federal funds):

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(Rev. 10-1-89)

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AFFIDAVIT (Continued)

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Item (b) of this subsection; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "\_\_\_\_\_" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

The Bidder shall provide immediate written notice to the Board of Supervisors and the State Aid Engineer at any time, prior to or after award, that it is known a certification was erroneous when executed or has become erroneous by reason of changed circumstances.

NOTE: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

All of the foregoing and attachments (when indicated) is true and correct.

*Jennifer Lagan*  
 \_\_\_\_\_  
 Signature  
 Corporate Secretary  
 \_\_\_\_\_  
 Title

(SEAL)

Sworn before me this 28th day of September 19 98

My commission expires MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES JUNE 8, 1999  
BONDED THRU STEGALL NOTARY SERVICE *Paul Ewells Shaw*  
 \_\_\_\_\_  
 Notary Public

NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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SAA-1

DIVISION OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI STATE HIGHWAY DEPARTMENT

AFFIDAVIT  
(To Be Executed in Duplicate)

State of Mississippi

County of Hancock

I, Jennifer L. Fagan  
(Name of person signing affidavit)

individually, and in my capacity as Corporate Secretary of  
(Title)

TCB Construction Company, Inc. being duly sworn, on  
(Name of Firm, Partnership, or Corporation)

oath, do depose and say as follows:

That TCB Construction Company, Inc., Bidder on  
(Name of Firm, Partnership, or Corporation)

Project No. DECD-0024(13)B,

in Harrison County, Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees, or principal owners.

Further, being duly sworn (or under penalty of perjury under the laws of the United States and the State of Mississippi), certifies that, except as noted below, (the company) or any person associated therewith in the capacity of (owner, partner, director, manager, auditor, or any position involving the administration of federal funds):

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(Rev. 10-1-89)

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Page 2

AFFIDAVIT (Continued)

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Item (b) of this subsection; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here " \_\_\_\_\_ " if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

The Bidder shall provide immediate written notice to the Board of Supervisors and the State Aid Engineer at any time, prior to or after award, that it is known a certification was erroneous when executed or has become erroneous by reason of changed circumstances.

NOTE: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

All of the foregoing and attachments (when indicated) is true and correct.

*Jennifer L. Jagan*  
 \_\_\_\_\_  
 Signature  
 Corporate Secretary  
 \_\_\_\_\_  
 Title

(SEAL)

Sworn before me this 28th day of September 19 98

My commission expires \_\_\_\_\_  
 MISSISSIPPI STATEWIDE NOTARY PUBLIC  
 MY COMMISSION EXPIRES JUNE 8, 1999  
 BONDED THRU STEGALL NOTARY SERVICE  
*Paul Eretta Shaw*  
 \_\_\_\_\_  
 Notary Public

NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

**MINUTE BOOK**  
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5. The Board does hereby find, upon the recommendation of the State Aid Engineer, that the bid of Tanner Construction Co., Inc. in the amount of TWO MILLION, EIGHT HUNDRED FIFTY-NINE THOUSAND THREE HUNDRED TWENTY-THREE AND 12/100 DOLLARS (\$2,859,323.12) is the lowest bid meeting specifications and, therefore, the best received for Community Development Project No. DECD-0024(13)B, being a four-lane roadway and access road between Highway 49 and Three Rivers Road north of Interstate 10, Harrison County, Mississippi, and that said bid is reasonable and fair and should be accepted. It is, therefore,

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, upon the recommendation of the State Aid Engineer, that the bid of Tanner Construction Co., Inc. be, and the same is HEREBY ACCEPTED for the Community Development Project No. DECD-0024(13)B, being a four-lane roadway and access road between Highway 49 and Three Rivers Road north of Interstate 10, Harrison County, Mississippi, at and for a consideration of TWO MILLION, EIGHT HUNDRED FIFTY-NINE THOUSAND THREE HUNDRED TWENTY-THREE AND 12/100 DOLLARS (\$2,859,323.12).

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*

The following items came on for discussion, with no acting being taken by the Board:

1) The Board President recognized the Board's former Chaplain, Reverend Freret.

2) The Board discussed the request of the Sand Beach Department to purchase a rake and hire of additional dump truck to clean the beach, clean up of the beach to be included in clean up bids.

3) The need to relocate the Biloxi Welfare Office. Supervisor Eleuterius will search for location for future relocation.

\* \* \*

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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(SUPERVISOR SWITZER WAS OUT ON THE VOTE.)

Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following  
 Order:

**ORDER REQUESTING THE TOURISM COMMISSION TO ADVERTISE  
 COUNTY RESOURCES, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
 MISSISSIPPI, that the Board does HEREBY REQUEST the Tourism Commission to  
 advertise County resources as follows:

- 1) \$100.00 for a full page ad in the First Missionary Baptist Church's  
 138th Year Anniversary souvenir book.
- 2) \$100.00 for a full page ad in the North Gulfport 7th and 8th grade  
 school annual yearbook.
- 3) \$150.00 for an inside front cover ad in the New Community  
 Missionary Baptist Church annual souvenir booklet.
- 4) \$60.00 for a full page ad in the Gulfside Assembly 75th Anniversary  
 celebration souvenir booklet.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the  
 above and foregoing Order, whereupon the President put the question to a  
 vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>DAVID V. LAROSA, SR.</b> voted	AYE
Supervisor <b>ROBIN ALFRED MIDCALF</b> voted	AYE
Supervisor <b>C. T. SWITZER, JR.</b> voted	(OUT ON VOTE)

The motion having received the affirmative vote from the majority of  
 the Supervisors present, the President then declared the motion carried and  
 the Order adopted.

THIS, the 5th day of October 1998.

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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following Order:

**ORDER REQUESTING THE BOARD ATTORNEY TO CALL THE  
PERFORMANCE BOND OF J.O. COLLINS CONTRACTOR, INC. FOR  
DEFAULTING THE CONTRACT'S TERM (REPAIR LEAKING ROOF AT  
THE MAIN CONCESSION STAND) AT THE NEW RECREATIONAL  
FACILITY IN D'IBERVILLE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY REQUEST the Board Attorney to call  
the performance bond of J.O. Collins Contractor, Inc. for defaulting the  
contract's term (repair leaking roof at the main concession stand) at the new  
recreational facility in D'Iberville.

Supervisor **DAVID V. LAROSA, SR.** seconded the motion to adopt the  
above and foregoing Order, whereupon the President put the question to a  
vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

The motion having received the affirmative vote from the majority of  
the Supervisors present, the President then declared the motion carried and  
the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*



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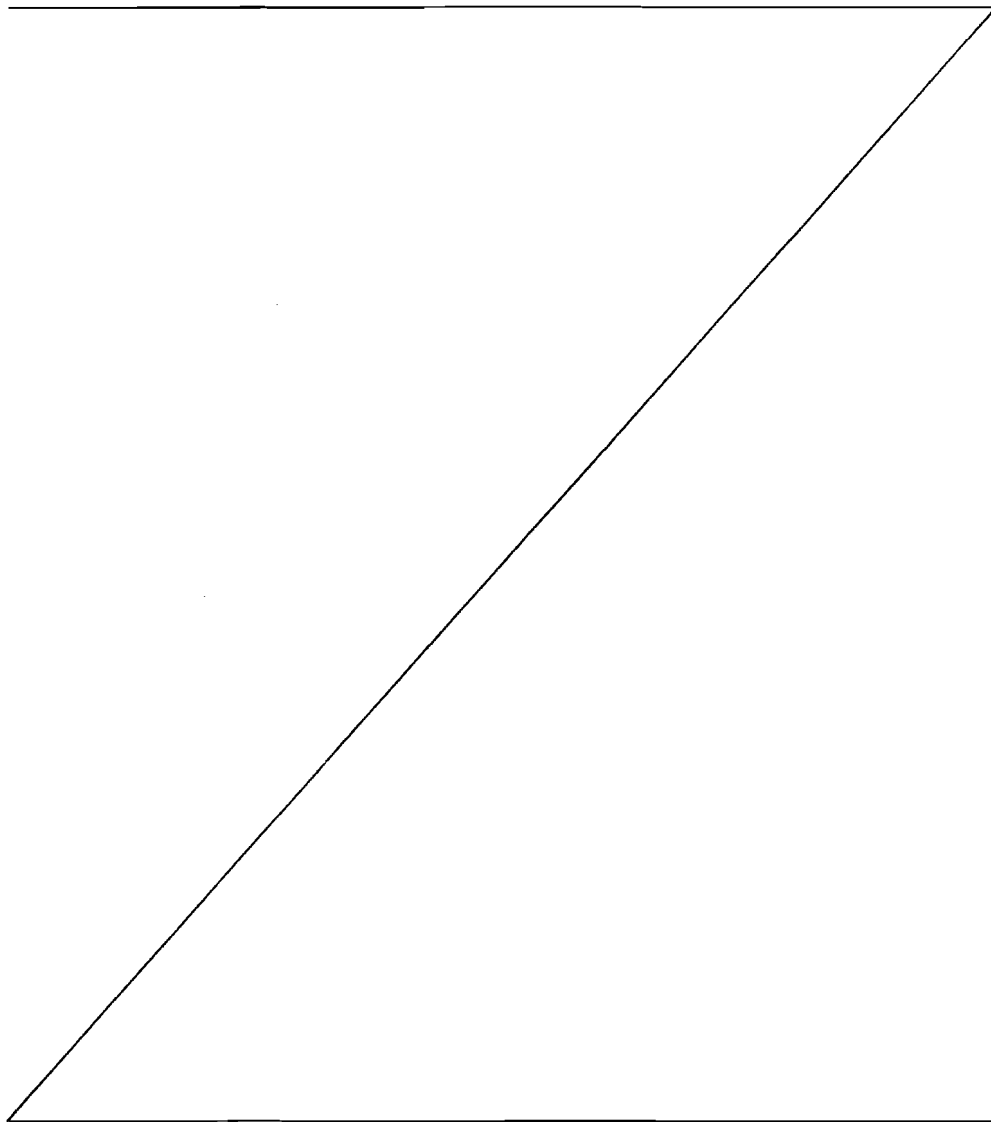
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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following Order:

**ORDER DECLARING AN EMERGENCY AND AUTHORIZING REPAIRS**  
**AT THE POPPS FERRY BRIDGE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY DECLARE AN EMERGENCY and  
authorize repairs at the Poppo Ferry bridge due to the M/V Tako Spirit striking  
and damaging the southwest dolphin and fender of the structure on  
September 30, 1998, as requested by Robert Weaver, Assistant Road Manager:

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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**HARRISON COUNTY**  
BOARD OF SUPERVISORS

15309-C COMMUNITY ROAD • GULFPORT, MISSISSIPPI 39503  
(601) 832-2679



October 5, 1998

Board of Supervisor

**Re: September 30, 1998**  
**Bridge Collision**  
**M/V Tako Spirit / Popp's Ferry Bridge**

Please be advised that the above referenced structure was struck by the M/V Tako Spirit. The south west dolphin and fender sustained damages which I estimate to be at approximately \$50,000.

I am requesting that this be declared an emergency so we may complete necessary repairs as soon as possible.

If you should have any questions, please call.

  
Robert Weaver

sh

ROBERT WEAVER  
Assistant Road Manager

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Supervisor **ROBIN ALFRED MIDCALF** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 5th day of October 1998.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 1998 TERM**

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ORDERED THAT THE BOARD RECESS in the First Judicial District until October 8, 1998, to reconvene in the meeting room of the Board of Supervisors in the First Judicial District Courthouse in the city of Gulfport, Harrison, Mississippi.

THIS, the 5th day of October 1998.

  
\_\_\_\_\_  
PRESIDENT