

AGREEMENT

This AGREEMENT, made this the _____ Day of _____, 2013, by and between MADISON COUNTY, MISSISSIPPI, hereinafter called "OWNER" and Hensley R. Lee Contracting Inc. doing business as a Corporation, located in the hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of SULPHUR SPRINGS PARK, said project being more completely described in the Contract Documents and on the Construction Plans and agrees to all terms and conditions therein.

2. BID ALTERNATE "B" in the CONTRACT DOCUMENTS shall govern the work to be completed by the CONTRACTOR. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of BID ALTERNATE "B" of the PROJECT as described herein. The CONTRACTOR is expected to work in conjunction with COUNTY FORCES provided by the OWNER. COUNTY FORCES will complete other items of work which are not assigned to the CONTRACTOR in BID ALTERNATE "B."

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete Phase 1 within 180 calendar days and Phase 2 within 90 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of Two Hundred-Fifty Dollars (\$250.00) for each consecutive calendar day thereafter as hereinafter provided in the Contract Documents.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of (\$1,238,595.78), or as shown in the Bid Schedule.

5. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

6. The term "CONTRACT DOCUMENTS" means and includes (1) Advertisement for Bids, (2) Instructions to Bidders, (3) Contractor's Proposal, (4) Bid Bond, (5) this Agreement, (6) Payment Bond, (7) Performance Bond, (8) General Conditions, (9) Special Conditions, (10) Technical Specifications, (11) Contract Drawings, (12) Notice of Award, (13) Notice to Proceed, (14) Addenda [if any], and (15) all subsequent Change Orders, Supplemental Agreements or other modifications to the Agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in six (6) counterparts, each of which shall be deemed an original on the date first above written.

MADISON COUNTY, MISSISSIPPI

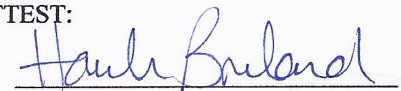
BY: _____
GERALD STEEN, BOARD PRESIDENT

BY: _____


ATTEST:

ARTHUR JOHNSTON, CHANCERY CLERK

ATTEST:



(SEAL)

(SEAL)



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Hensley R Lee Contracting Inc

(Name of Contractor)

311 Acorn Lane, Picayune, MS 39466-7777

(Address of Contractor)

a Corporation, hereinafter called Principal and
(Corporation, Partnership of Individual)

Travelers Casualty and Surety Company of America

(Name of Surety)

One Tower Square, Hartford, CT 06183

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto Madison County, Mississippi

(Name of Owner)

146 West Center Street, Canton, MS 39046

(Address of Owner)

hereinafter called OWNER, in the penal sum of One Million Two Hundred Thirty-Eight Thousand Five Hundred Ninety-Five and 78/100----
(\$1,238,595.78) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2013, a copy of which is hereto attached and made a part hereof for the construction of:

Sulphur Springs Park

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the ___ day of _____, 2013.

PRINCIPAL:

Hensley R Lee Contracting Inc

BY  (s)

Agent)

John C. Lee / Vice President
(Typed Name and Title)

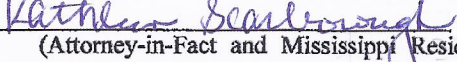
311 Acorn Lane

(Address)

Picayune, MS 39466-7777

SURETY:

Travelers Casualty and Surety Company of America

BY 
(Attorney-in-Fact and Mississippi Resident)

Kathleen Scarborough

(Typed Name)

One Tower Square

(Address)

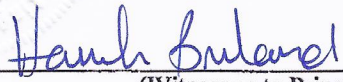
Hartford, CT 06183

ATTEST: 
(Principal) Secretary

(SEAL)

ATTEST: See Attached Power-of-Attorney
(Surety) Secretary

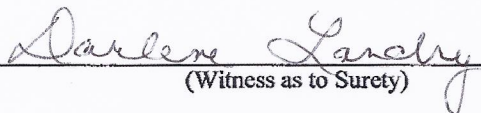
(SEAL)


(Witness as to Principal)

311 Acorn Lane

(Address)

Picayune, MS 39466-7777


(Witness as to Surety)

213 Porter Avenue

(Address)

Biloxi, MS 39530

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

If CONTRACTOR is Partnership, all partners should execute BOND.

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that
Hensley R Lee Contracting Inc

(Name of Contractor)

311 Acorn Lane, Picayune, MS 39466-7777

(Address of Contractor)

a Corporation _____, hereinafter called Principal and
(Corporation, Partnership of Individual)

Travelers Casualty and Surety Company of America

(Name of Surety)

One Tower Square, Hartford, CT 06183

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hereinafter called Surety, are held and firmly bound unto Madison County, Mississippi

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hereinafter called OWNER, in the penal sum of One Million Two Hundred Thirty-Eight Thousand Five Hundred
(\$1,238,595.78) in lawful money of the United States, for the payment of which sum well and truly
to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the
OWNER, dated the _____ day of _____, 2013,
a copy of which is hereto attached and made a part hereof for the construction of:

Sulphur Springs Park

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

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

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

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2013.

PRINCIPAL:

Hensley R Lee Contracting Inc

BY  (s)

Agent)

John Lee | Vice President
(Typed Name and Title)

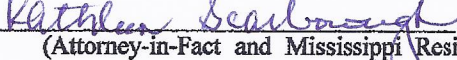
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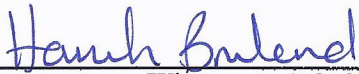
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(SEAL)

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(Surety) Secretary

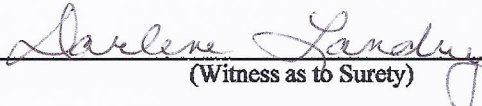
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CERTIFICATE OF SUFFICIENCY

I, the undersigned, _____ the duly authorized and acting legal representative of MADISON COUNTY, MISSISSIPPI, do hereby certify as follows:

I have examined the Agreement and Surety Bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid instruments has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said instruments on behalf of the respective parties named thereon; and that the foregoing instruments constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

(Date)

(Signature)



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 224011

Certificate No. 004534892

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

John B. Sneed, L. Wayne Tisdale, Scott Naugle, Belinda Tubbs of Gulfport, Mississippi; Jim E. Brashier, Troy P. Wagener, Norma J. McMahon, Loren Richard Howell, Jr., Andrew Rice, Kathleen Scarborough, Dewey Brashier of Biloxi, Mississippi, David Robin Fortenberry, Richard Teb Jones, Mary Jones Norval, Kimberly Barhum of Hattiesburg, Mississippi; John W. Nance, Teresa Farris of Tupelo, Mississippi; Andrew P. Underwood of Mobile, Alabama; Chris H. Boone, John R. Pittman, Sr., and Sharon Tuten

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 14th day of September, 2011.

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

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



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 14th day of September, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/11/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER The Insurance Center A Division of BancorpSouth Insurance Services P. O. Box 228 Biloxi, MS 39533-0228		(228) 374-2000	CONTACT NAME: Kay S. Takewell PHONE (A/C, No, Ext): 228-374-2000 E-MAIL ADDRESS: kay.takewell@bxsi.com FAX (A/C, No): 228-863-1957																					
INSURED Hensley R. Lee Contracting, Inc. 311 Acorn Lane Picayune, MS 39466		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>First Mercury Insurance Co.</td> <td>10657</td> </tr> <tr> <td>INSURER B :</td> <td>Wausau Underwriters Insurance Company</td> <td>26042</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	First Mercury Insurance Co.	10657	INSURER B :	Wausau Underwriters Insurance Company	26042	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 BI & PD Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		ILCGL000001343801	6/30/2012	6/30/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ASJZ91457286022	6/30/2012	6/30/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WCJZ91457286012	6/30/2012	6/30/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Sulphur Springs Park, Madison County, W&A Job No: 6200

CERTIFICATE HOLDER Madison County Mississippi 146 West Center Street Canton, MS 39046-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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