

AGREEMENT

This AGREEMENT, made this the _____ Day of _____, 2013, by and between MADISON COUNTY, MISSISSIPPI, hereinafter called "OWNER" and A.S. CONSTRUCTION, 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 PANTHER CREEK CONNECTOR ROAD, said project being more completely described in the Contract Documents and on the Construction Plans and agrees to all terms and conditions therein.

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

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 the same within Ninety (90) working 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 One Thousand Dollars (\$1,000.00) 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 FOUR HUNDRED NINE THOUSAND TWO HUNDRED THIRTY ONE or as shown in the Bid Schedule. DOLLARS 495/100

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

A.J. CONSTRUCTION, INC.

BY: _____
GERALD STEEN, BOARD PRESIDENT

BY: [Signature]
JOHN C. HARRZLD, JR., V.P.

ATTEST:

ARTHUR JOHNSTON, CHANCERY CLERK

ATTEST:
[Signature]

(SEAL)

(SEAL)

PAYMENT BOND

Bond No. GRMS24337

KNOW ALL MEN BY THESE PRESENTS: that

AJ Construction, Inc.

(Name of Contractor)

P. O. Box 160, Madison, MS 39130

(Address of Contractor)

a Corporation

(Corporation, Partnership of Individual)

, hereinafter called Principal and

GraniteRe, Inc.

(Name of Surety)

14001 Quailbrook Drive, Oklahoma City, OK 73134

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Madison County, Mississippi

(Name of Owner)

125 West North St., Canton, MS 39046

(Address of Owner)

hereinafter called OWNER, in the penal sum of Four Hundred Nine Thousand Two Hundred Thirty One & 95/100 (409,231.95) 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:

PANTHER CREEK CONNECTOR ROAD

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

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:

AJ Construction, Inc.

BY  (s)
Agent)


John C Harrel Jr. Vice-Pres
(Typed Name and Title)

P.O. Box 160
(Address)

Madison, MS 39130

ATTEST: 
(Principal) Secretary

(SEAL)

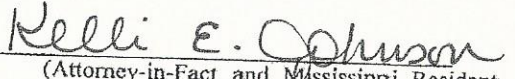

(Witness as to Principal)

P.O. Box 160
(Address)

Madison, MS 39130

SURETY:

GraniteRe, Inc.

BY 
(Attorney-in-Fact and Mississippi Resident)

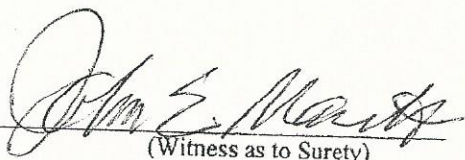
Kelli E. Johnson
(Typed Name)

P. O. Box 3348
(Address)

Ridgeland, MS 39158

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

(SEAL)


(Witness as to Surety)

P. O. Box 3348
(Address)

Ridgeland, MS 39158

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 BOND is to be issued.

PERFORMANCE BOND

Bond No. GRMS24337

KNOW ALL MEN BY THESE PRESENTS: that

AJ Construction, Inc.

(Name of Contractor)

P. O. Box 160, Madison, MS 39130

(Address of Contractor)

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

GraniteRe, Inc.

(Name of Surety)

14001 Quailbrook Drive, Oklahoma City, OK 73134

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Madison County, Mississippi

(Name of Owner)

125 West North St., Canton, MS 39046

(Address of Owner)

hereinafter called OWNER, in the penal sum of Four Hundred Nine Thousand Two Hundred Thirty One & 95/100
(409,231.95) 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:

PANTHER CREEK CONNECTOR ROAD

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:

AJ Construction, Inc.

BY *[Signature]* (s)
Agent)

John C Harrelld Jr. Vice-Pres
(Typed Name and Title)

P.O. Box 160
(Address)

Madison, MS 39130

ATTEST: *[Signature]*
(Principal) Secretary

(SEAL)

[Signature]
(Witness as to Principal)

P.O. Box 160
(Address)

Madison, MS 39130

SURETY:

GraniteRe, Inc.

BY *[Signature]*
(Attorney-in-Fact and Mississippi Resident)

Kelli E. Johnson

(Typed Name)

P. O. Box 3348

(Address)

Ridgeland, MS 39158

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

(SEAL)

[Signature]
(Witness as to Surety)

P. O. Box 3348

(Address)

Ridgeland, MS 39158

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.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

JOHN E. MARCHETTI; DAVID RAY ROBERTSON; JOHN G. RAINES; KELLI E. JOHNSON; SHARON TARVER; RITA G. CLARK; JESSICA HARRIS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

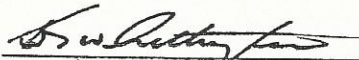
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this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

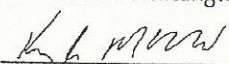
JOHN E. MARCHETTI; DAVID RAY ROBERTSON; JOHN G. RAINES; KELLI E. JOHNSON; SHARON TARVER; RITA G. CLARK; JESSICA HARRIS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 19th day of July, 2012.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





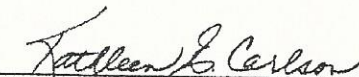
Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 19th day of July, 2012, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2013
Commission #: 01013257





Notary Public

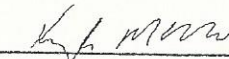
GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20_____.





Kyle P. McDonald, Secretary/Treasurer

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)

MIKE ESPY

