

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD THE RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI OF JANUARY 18, 2005 ON THIS THE 28TH DAY OF JANUARY, 2005 AT 2:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR PRO-TEMP WILLIE HINTON
ALDERMEN	MICHAEL W DRAUGHN JOE C MCMURRY, SR STEVE STRINGER WILLIAM A TRAVIS
OTHERS PRESENT	RAYMOND DEARMAN FIRE CHIEF RICHARD BRYANT POLICE CHIEF LEE SHELBOURN ASST POLICE CHIEF DON SEALY MAYOR SHAWN ELLIS AUBRA EVANS DAN TOLBERT AND MANY OTHERS

THE MAYOR PRO-TEMP HINTON DECLARED A QUORUM PRESENT AND DECLARED THE CITY COUNCIL IN SESSION.

WHEREAS, THE HOUR OF 2:00 P.M. HAVING ARRIVED, THE MAYOR PRO-TEMP AND BOARD OF ALDERMEN PROCEEDED TO OPEN AND READ THE BIDS FOR SEWER EXTENSION FOR NEWLY ANNEXED.

SEE EXHIBIT "A"

BIDS

THEREUPON, ALDERMAN MCMURRY MADE A MOTION THAT THE FOREGOING BIDS BE TAKEN UNDER ADVISEMENT. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN JOE C MCMURRY, SR
ALDERMAN STEVE STRINGER
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PRO-TEMP HINTON PRESENTED A REQUEST FROM POLICE CHIEF LEE SHELBOURN TO ADOPT THE PURSUIT POLICY FOR THE POLICE DEPARTMENT.

SEE EXHIBIT "B"

PURSUIT POLICY

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE PURSUIT POLICY FOR THE POLICE DEPARTMENT. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN JOE C MCMURRY, SR
ALDERMAN STEVE STRINGER
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PRO-TEMP HINTON PRESENTED THE FOLLOWING ORDER HIRING PART-TIME SCHOOL CROSSING GUARD GLORIA PEARCE.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A PART-TIME SCHOOL CROSSING GUARD IN THE POLICE DEPARTMENT.

IT IS HEREBY ORDERED THAT GLORIA PEARCE BE HIRED AS A PART-TIME SCHOOL CROSSING GUARD IN THE POLICE DEPARTMENT AT A RATE OF \$6.24 PER HOUR EFFECTIVE JANUARY 31, 2005.

SO ORDERED ON THIS THE 28TH DAY OF JANUARY 2005.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN JOE C MCMURRY, SR
ALDERMAN STEVE STRINGER
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO ADJOURN. ALDERMAN STRINGER SECONDED THE MOTION.

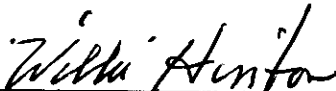
THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN JOE C MCMURRY, SR
ALDERMAN STEVE STRINGER
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE


THEREBEING NO FURTHER BUSINESS, THE REGULAR MEETING OF JANUARY 18, 2005 OF HE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON THIS THE 28TH DAY OF JANUARY, 2005.



WILLIE HINTON
MAYOR PRO-TEMP

(SEAL)

ATTEST:



JEAN ISHEE
CITY CLERK

EXHIBIT "A"

01/24/05 MON 11:40 FAX 6015440501

SHOWS DEARMAN & WAITS

40002

ADDENDUM NO. 1
TO THE
CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
SEWER EXTENSION
FOR
NEWLY ANNEXED AREAS IN THE
VICINITY OF STATE ROUTE NO. 42
CITY OF PETAL, MISSISSIPPI

BID BOND

The following changes and/or additions are to be made to the specifications and contract documents for the above captioned project.

CLARIFICATION NO. 1 - Item No. 28 of the Proposal for the Sewer Extension "Asphalt Street and Driveway Repair" shall consist of installation, maintenance and repair of disturbed streets and driveways. The temporary surface shall consist of installation of 3 inches of temporary milled asphalt or crushed concrete. The installation of temporary surface shall also include the continued maintenance of the disturbed area until such time the permanent repair is made. The temporary surface shall be removed prior to installation of asphalt surface. Asphalt surface shall be a minimum depth of 2 inches of asphalt surface SC-1. Installation shall be performed per the specifications.

ALL OTHER PROVISIONS OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS REMAINS UNCHANGED AND IN FULL EFFECT AND VIRTUE.

SHOWS, DEARMAN & WAITS, INC.

BY: [Signature]
Raymond M. Dearman, P.E. & R.L.S.

January 24, 2005

The receipt of this Addendum shall be indicated by signature on the line below and a signed copy of the Addendum shall accompany the proposal.

Contractor: GREENBRIAR
By: [Signature]
Title: GENERAL PARTNER 1-28-05

Page 1 of 1

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Greenbriar Digging Service Limited Partnership as Principal, and Insurance Company of the West as Surety, are hereby held and firmly bound unto City of Petal, Mississippi as Owner, in the penal sum of Five Percent of Amount Bid (5.00%) for the payment of which, well and truly, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this 28th day of January, 2005. The condition of the above obligation is such that whereas the Principal has submitted to City of Petal, Mississippi a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of Sewer Extension for Newly Annexed Areas in the Vicinity of State Route No. 42

NOW, THEREFORE,
(a) If said BID shall be rejected, or
(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 BCND 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.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way be 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.
Greenbriar Digging Service Limited Partnership By: Greenbriar Digging Service, Inc., General Partner
BY: [Signature] (L.S.)
(Principal)

Insurance Company of the West
(Surety)
By: [Signature]
Trina Cobb/Resident MS Agent Attorney-in-Fact

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.

ICW GROUP
Power of Attorney
The Explorer Insurance Company of the West
KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, The Explorer Insurance Company, a Corporation duly organized under the laws of the State of Arizona, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint:
J CARLTON SMITH, JASON J. YOUNG, GENE HORNER, T.L. JOYNER, III,
JIM A. ARMSTRONG, JOHN G. RAINES, W.E. FRENCH, JERRY G. YEAZLEY, JR.,
S. LYLE BATES, JR., D.M. FERRIS, ROBERT L. ELLIOTT AND THOMAS Y. ELBERT
PEGGY L. JACKSON, TRINA COBB, LINDA D. WHITTINGTON
their true and lawful Attorney-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.
In witness whereof, the Companies have caused these presents to be executed by its duly authorized officers this 16th day of January, 2001.
INSURANCE COMPANY OF THE WEST
THE EXPLORER INSURANCE COMPANY
INDEPENDENCE CASUALTY AND SURETY COMPANY
John H. Craig, Assistant Secretary
John L. Hanson, Executive Vice President
State of California } ss.
County of San Diego }
On December 5, 2003, before me, Mary Cobb, Notary Public, personally appeared John L. Hanson and John H. Craig, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.
Witness my hand and official seal.
Mary Cobb, Notary Public
RESOLUTIONS
This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seal under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:
RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.
RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying.
CERTIFICATE
I, the undersigned, Assistant Secretary of Insurance Company of the West, The Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.
IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2005.
John H. Craig
John H. Craig, Assistant Secretary
To verify the authenticity of this Power of Attorney you may call 1-800-477-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.

ICW GROUP
Insurance Company of the West
The Explorer Insurance Company
Independence Casualty and Surety Company
11455 El Camino Real, San Diego, CA 92130-2045
P.O. BOX 85563, San Diego, CA 92184-5363
(858) 350-2400 FAX (858) 350-2707
www.icwgroup.com

Bond Number: Bid Bond

Terrorism Risk Rider

This rider addresses the requirements of the Terrorism Risk Insurance Act of 2002.
In accordance with the above Act, we are providing this disclosure notice for all bonds on which one or more of the above identified companies is a surety.

Coverage for certified acts of terrorism is included in the attached bond and will be partially reimbursed by the United States under a formula established by the Act. The United States will pay 90% of covered terrorism losses in excess of a statutory established deductible to the insurance company issuing the bond.

In no way will the payment for loss on this bond exceed the limit of liability under this bond. This rider does not provide coverage for any loss that would otherwise be excluded by the terms of this bond.

The portion of the premium for this bond, attributable to coverage for certified acts of terrorism under the Act is One Dollar (\$1.00).

Important Notice: The cost of terrorism coverage is subject to change on any bond that premium is charged annually.

EXHIBIT "A"

RESOLUTION OF
GREENBRIAR DIGGING SERVICE, INC.

The following is a duly adopted Resolution of Greenbriar Digging Service, Inc., a Mississippi corporation:

RESOLVED, that G. Dale Smith is the President of Greenbriar Digging Service, Inc. and is authorized to execute any and all documents and instruments and take any and all actions for and on behalf of Greenbriar Digging Service, Inc.; and

FURTHER RESOLVED, that Greenbriar Digging Service, Inc. is the General Partner of Greenbriar Digging Service, L.P., a Mississippi limited partnership, and is authorized to execute any and all documents and instruments and take any and all actions necessary for and on behalf of Greenbriar Digging Service, L.P.

GREENBRIAR DIGGING SERVICE, INC.

Date: 1-28-05

By: G. Dale Smith
G. Dale Smith
President, Director and Shareholder

APPROVED:

GREENBRIAR DIGGING SERVICE, L.P.

By: GREENBRIAR DIGGING SERVICE, INC.

By: G. Dale Smith
G. Dale Smith, President

I hereby certify that I am familiar with the statements stated above and the same are true and correct.

Date: 1-28-05

Witness

Verna O Smith

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Work Order, and to complete the work within 300 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal to an extent equivalent to 30% of the bid price (in dollars) and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within thirty (30) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within seven (7) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted, GREENBRIAR DIGGING SERVICE LIMITED PARTNERSHIP
BY: GREENBRIAR DIGGING SERVICE, INC.
Name of Firm or Bidder

By: G. Dale Smith
G DALE SMITH - PRESIDENT

PROPOSAL

Project: Sewer System Expansion
Annexation Areas

Client: City of Petal

Project No.: F-426B State Route 42 Work Area

Item No.	Item Description	Qty.	Unit	Unit Price	Amount
1	8" PVC Sewer SDR 26 (0 - 6)	4880	L.F.	24.00	116,640.00
2	8" PVC Sewer SDR 26 (6 - 8)	3002	L.F.	26.40	79,252.80
3	8" PVC Sewer SDR 26 (8 - 10)	3110	L.F.	28.80	89,568.00
4	8" PVC Sewer SDR 26 (10 - 12)	3198	L.F.	32.40	103,615.20
5	8" PVC Sewer SDR 26 (12 - 14)	1019	L.F.	37.80	38,726.20
6	8" PVC Sewer SDR 26 (14 - 16)	336	L.F.	42.00	14,112.00
7	8" PVC Sewer SDR 26 (16 - 18)	245	L.F.	48.00	11,760.00
8	8" PVC Sewer SDR 26 (18 - 20)	25	L.F.	55.20	1,380.00
9	8" PVC Sewer SDR 26 (20 - 22)	20	L.F.	61.20	1,224.00
10	4" PVC Force Main	8084	L.F.	18.80	151,979.20
11	8" PVC Force Main	2080	L.F.	14.40	29,952.00
12	12" Steel Casing (Bored)	80	L.F.	252.00	20,160.00
13	12" Steel Casing (Open Cut)	112	L.F.	72.00	8,064.00
14	Lift Station - 80gpm	3	EA	5724.00	171,720.00
15	Lift Station - 120 gpm	1	EA	57,600.00	57,600.00
16	Lift Station - 200gpm	1	EA	123,440.00	123,440.00
17	Air Release Valve w/ Manhole	4	EA	3,000.00	12,000.00
18	48" Manhole (0 - 6)	22	EA	2,040.00	44,880.00
19	48" Manhole (6 - 8)	8	EA	2,400.00	19,200.00
20	48" Manhole (8 - 10)	10	EA	2,140.00	21,400.00
21	48" Manhole (10 - 12)	10	EA	3,000.00	30,000.00
22	48" Manhole (12 - 14)	3	EA	3360.00	10,080.00
23	48" Manhole (14 - 16)	1	EA	3,720.00	3,720.00
24	48" Manhole (16 - 18)	1	EA	3,960.00	3,960.00
25	8" PVC Sewer Service SDR 26 (All Depths)	3500	L.F.	14.40	50,400.00
26	PVC Sewer Tee (Service)(All Sizes)	70	EA	240.00	16,800.00
27	8" PVC Sewer Cleanouts	70	EA	150.00	10,500.00
28	Asphalt Street and Driveway Repair	20884	S.Y.	24.00	501,216.00
29	Concrete Driveway Repair	176	S.Y.	140.00	24,640.00
30	Select Material (Class B)	14643	C.Y.	18.00	263,574.00
31	Granular Material (Class C, Group c)	3490	C.Y.	19.20	66,992.00
32	Grassing	1	L.S.	30,000.00	30,000.00
33	Silt Fence	2500	L.F.	7.20	18,000.00
34	Erosion Checks	500	Bales	7.20	3,600.00
TOTAL BID:					1,993,914.00

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto _____ as OWNER in the penal sum of _____ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this ____ day of _____, 2005. The Condition of the above obligation is such that whereas the Principal has submitted to _____ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____ NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (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.

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

EXHIBIT "A"

NESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and 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.

Principal

Surety

BY: _____

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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PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Work Order, and to complete the work within 300 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal to an extent equivalent to 30% of the bid price (in dollars) and that no change in the unit prices proposed shall be occasioned thereby.

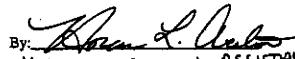
The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

in thirty (30) days the scheduled closing time for receipt of bids, this Proposal is accepted, the signed will execute a formal contract within seven (7) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

STORM RECONSTRUCTION SERVICES, INC.
Name of Firm or Bidder

By: 
HORACE L. OVERTON: ASSISTANT VICE PRES.

SRS

Storm Reconstruction Services, Inc.

1609 Veterans Memorial Parkway Tuscaloosa, AL 35404
Phone: 205-556-0049 Fax: 205-469-2038 Toll Free: 866-556-0049
www.stormreconstruction.com

January 28, 2005

The City Petal
PO Box 564
Petal, MS 39465

RE: Sewer Extensions for Newly Annexed Areas in the Vicinity of State Route
No. 42, Forrest County

Dear Sirs,

The State of Alabama does not show any preference to Resident Contractors, and does not penalize any out-of-state contractors, per bid laws of the State of Alabama. Therefore, Storm Reconstruction Services, Inc. should be given the same treatment as a Resident Contractor in the State of Mississippi, with no preferential price differential for Mississippi Contractors.

Sincerely,


Storm Reconstruction Services, Inc.
Ronald J. Crump, President

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EXHIBIT "A"

ADDENDUM NO. 1
TO THE
CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
SEWER EXTENSION
FOR
NEWLY ANNEXED AREAS IN THE
VICINITY OF STATE ROUTE NO. 42
CITY OF PETAL, MISSISSIPPI

The following changes and/or additions are to be made to the specifications and contract documents for the above captioned project.

CLARIFICATION NO. 1 - Item No. 28 of the Proposal for the Sewer Extension "Asphalt Street and Driveway Repair" shall consist of installation, maintenance and repair of disturbed areas and driveways. The temporary surface shall consist of installation of 3 inches of temporary milled asphalt or crushed concrete. The installation of temporary surface shall also include the continued maintenance of the disturbed area until such time the permanent repair is made. The temporary surface shall be removed prior to installation of asphalt surface. Asphalt surface shall be a minimum depth of 2 inches of asphalt surface course SC-1. Installation shall be performed per the specifications.

ALL OTHER PROVISIONS OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS REMAIN UNCHANGED AND IN FULL EFFECT AND VIRTUE.

SHOWS, DEARMAN & WAITS, INC.

BY: [Signature]
Raymond M. Dearman, P.E. & R.L.S.

*January 24, 2005

The receipt of this Addendum shall be indicated by signature on the line below and a signed copy of the Addendum shall accompany the Proposal.

Contractor: STORM RECONSTRUCTION SERVICES, INC.
By: [Signature]
Title: ASSISTANT VICE-PRESIDENT

Page 1 of 1

PROPOSAL
Project: Sewer System Expansion
Annexation Areas
Client: City of Petal
Project No.: F-428B State Route 42 Work Area

CERTIFICATE OF RESPONSIBILITY
NO. 13679

Item No.	Item Description	Qty.	Unit	Unit Price	Amount
1	8" PVC Sewer SDR 26 (8 - 8)	4800	L.F.	\$ 23.00	\$ 111,780.00
2	8" PVC Sewer SDR 26 (8 - 8)	3000	L.F.	\$ 30.70	\$ 92,101.40
3	8" PVC Sewer SDR 26 (8 - 10)	3110	L.F.	\$ 38.40	\$ 119,424.00
4	8" PVC Sewer SDR 26 (10 - 12)	3198	L.F.	\$ 46.08	\$ 147,363.84
5	8" PVC Sewer SDR 26 (12 - 14)	1019	L.F.	\$ 53.76	\$ 54,781.44
6	8" PVC Sewer SDR 26 (14 - 15)	335	L.F.	\$ 61.44	\$ 20,582.40
7	8" PVC Sewer SDR 26 (18 - 18)	245	L.F.	\$ 69.12	\$ 16,934.40
8	8" PVC Sewer SDR 26 (18 - 20)	25	L.F.	\$ 74.80	\$ 1,870.00
9	8" PVC Sewer SDR 26 (20 - 22)	20	L.F.	\$ 84.48	\$ 1,689.60
10	8" PVC Force Main	6084	L.F.	\$ 13.40	\$ 81,727.60
11	12" Steel Casing (Bored)	2080	L.F.	\$ 18.85	\$ 39,208.00
12	12" Steel Casing (Open Cut)	80	L.F.	\$ 300.00	\$ 24,000.00
13	LR Station - 80gpm	112	L.F.	\$ 116.00	\$ 12,992.00
14	LR Station - 120gpm	3	EA	\$ 6,300.00	\$ 18,900.00
15	LR Station - 200gpm	1	EA	\$ 65,000.00	\$ 65,000.00
16	Air Release Valve w/ Manhole	1	EA	\$ 75,000.00	\$ 75,000.00
17	48" Manhole (8 - 8)	4	EA	\$ 3,890.00	\$ 15,560.00
18	48" Manhole (8 - 10)	22	EA	\$ 2,376.00	\$ 52,272.00
19	48" Manhole (10 - 12)	9	EA	\$ 2,950.00	\$ 26,550.00
20	48" Manhole (12 - 14)	10	EA	\$ 3,575.00	\$ 35,750.00
21	48" Manhole (14 - 15)	10	EA	\$ 4,160.00	\$ 41,600.00
22	48" Manhole (15 - 18)	3	EA	\$ 4,673.00	\$ 14,019.00
23	48" Manhole (18 - 18)	1	EA	\$ 5,248.00	\$ 5,248.00
24	8" PVC Sewer Service SDR 26 (All Depths)	1	EA	\$ 5,872.00	\$ 5,872.00
25	PVC Sewer Tee (Service/All Sizes)	3500	L.F.	\$ 20.17	\$ 70,595.00
26	8" PVC Sewer Cleanouts	70	EA	\$ 100.00	\$ 7,000.00
27	Asphalt Street and Driveway Repair	70	EA	\$ 187.00	\$ 13,090.00
28	Concrete Driveway Repair	2084	S.Y.	\$ 9.00	\$ 18,756.00
29	Select Material (Class B)	175	S.Y.	\$ 145.00	\$ 25,375.00
30	Granular Material (Class B; Group c)	14843	G.Y.	\$ 9.50	\$ 141,008.50
31	Grassing	3450	G.Y.	\$ 14.50	\$ 50,025.00
32	S&I Fence	1	L.S.	\$ 40,000.00	\$ 40,000.00
33	Erosion Checks	2500	L.F.	\$ 2.95	\$ 7,375.00
34	Erosion Checks	500	Bales	\$ 8.00	\$ 4,000.00
TOTAL BID					\$ 1,793,592.98

THE AMERICAN INSTITUTE OF ARCHITECTS



KNOW ALL MEN BY THESE PRESENTS, that we Storm Reconstruction Services, Inc. 1609 Veterans Memorial Parkway, Tuscaloosa, Alabama 35404 as Principal, hereinafter called the Principal, and General Insurance Company of America SAFECO Plaza, Seattle, Washington 98185

a corporation duly organized under the laws of the State of Washington as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF PETAL 119 N. 8th Street (P.O. Box 564) Petal, MS 38476 as Obligees, hereinafter called the Obligees, in the sum of Five Percent (5%) of the attached 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 SEWER EXTENSION FOR NEWLY ANNEXED AREAS IN THE VICINITY OF STATE ROUTE NO. 42 FOREST COUNTY, MS (Petal, MS)

NOW, THEREFORE, if the Obligees shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligees 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 Obligees the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligees 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 JANUARY, 2005
[Signature] Storm Reconstruction Services, Inc. (Principal)
[Signature] ASSISTANT VICE-PRESIDENT
[Signature] General Insurance Company of America (Surety)
[Signature] C. Wayne McCarthy Attorney-in-Fact

SAFECO POWER OF ATTORNEY
 SAFECO INSURANCE COMPANY OF AMERICA
 GENERAL INSURANCE COMPANY OF AMERICA
 HOME OFFICE: SAFECO PLAZA
 SEATTLE, WASHINGTON 98185
 No. 10123

KNOW ALL BY THESE PRESENTS: That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint C. WAYNE MCCARTHA, RAYMOND E. COBB, JR., M. EATRYN MCCARTHA-POWERS, Columbia, South Carolina

In true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fiduciary and money bonds or underwrites and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

the 28th day of January, 2005
[Signature] CHRISTINE MEAD, SECRETARY
[Signature] MIKE MCGARVEY, PRESIDENT

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13 - FIDELITY AND SURETY BONDS - The President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorney(s)-in-fact or under other appropriate titles with authority to execute on behalf of the company fiduciary and money bonds and other documents of similar character issued by the company in the course of its business. On any instrument making or ratifying such appointment, the signatories may be attested by facsimile. On any instrument conferring such authority or on any bond or underwriting 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 underwriting."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company sitting out:
 (1) The provisions of Article V, Section 13 of the By-Laws, and
 (2) A copy of the power-of-attorney appointment, recited herein, and
 the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Christine Mead, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing contents of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are all in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

the 28th day of JANUARY, 2005

[Signature] CHRISTINE MEAD, SECRETARY

EXHIBIT "B"

PURSUIT POLICY
PETAL POLICE DEPARTMENT
May 24, 2004

SECTION 1

The driver of a motor vehicle who is given a visible or audible signal by an officer representing the Petal Police Department by hand, voice, emergency light or siren directing the driver to bring his motor vehicle to a stop when such signal is given by a law enforcement officer acting in the lawful performance of duty who has a reasonable suspicion to believe that the driver in question has committed a crime, and who willfully fails to obey such direction:

SECTION 2

The officer shall:
Immediately notify communications and provide as much specific information in regards to the alleged crime committed.

SECTION 3

Maintain such pursuit until the pursuit is called off by the OIC, or until such time the element of danger and/or possibility of injury to an innocent party becomes greater to continue the pursuit than to apprehend the suspect.

SECTION 4

In the event of a pursuit continuing into another jurisdiction, the Law Enforcement authority of that jurisdiction shall be notified and provided with information concerning said pursuit. The OIC of that jurisdiction shall make a determination to what degree of assistance will be provided by that jurisdiction.

SECTION 5

It is the duty of any law enforcement officer to protect and insure the safety of all citizens, therefore, when the fleeing suspect is operating the motor vehicle in a reckless manner with a total disregard for the safety of the general public, it shall be the duty of that law enforcement officer to apprehend the suspect with minimal force necessary to effect the arrest.

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