

**ORDER: ACCEPT SUPPLEMENTAL AGREEMENT NUMBER THREE FOR
OXFORD LOOP PROJECT**

Motion was made by David Rikard, duly seconded by Mike Roberts, to accept Supplemental Agreement #3 for Oxford Loop Project


The vote on the motion was as follows:

Supervisor Kevin Frye, voted yes
Supervisor Jeff Busby, voted yes
Supervisor David Rikard, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Busby, declared the motion carried, this the 5th day of November, 2018.



**Jeff Busby, President
Board of Supervisors**



Sherry Wall, Chancery Clerk

STATE AID Supplemental Agreement – Contract
(2-4-93)

SUPPLEMENTAL AGREEMENT NO. 3

State Aid Project No. SEMP-36(1)
Lafayette County

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WHEREAS, (I), (We), Xcavators, Inc.
Contractor, of Falkner, Mississippi and
the Berkley Insurance Company of
Wilmington, Delaware, Surety, entered into a contract with the
Board of Supervisors of Lafayette County on the 2nd day of October, 2017,
for the construction of the above designated project, and

WHEREAS, In order to achieve a stronger bond between the cement-treated subbase, the stress relief
layer, and the hot mix asphalt pavement, a smaller sized stone is desired as a part of the stress relief
layer, and

WHEREAS, Instead of hauling it off, riprap from the stream diversion channel slopes will be removed,
when the stream diversion channel is backfilled, and placed as permanent riprap at the ends of the box
bridges, and

WHEREAS, IT IS AGREED that the following items at the unit price shall be added to the contract to
accomplish this work:

Pay Item No.	Item	Unit	Unit Price
901-S-202-F	Remove and Relay Riprap	Sq. Yard	\$ 10.00
S-410-D	Coarse Aggregate Cover Material, Size 6, Stone	Cu. Yard	\$ 70.00

This agreement in no way modifies or changes the original contract of which it becomes a part, except as
specifically stated herein.

NOW, THEREFORE, (I), (We), Xcavators, Inc.
Contractor, and the Berkley Insurance Company, Surety,
hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and
agree that this Supplemental Agreement is hereby made a part of the original contract to be performed
under the specifications thereof, and that the original contract is in full force and effect except as it might
be modified by this Supplemental Agreement.

Dated this the 23rd day of October, 2018.

Berkley Insurance Company
Surety
BY: Cooper W. Permenter
Attorney-in-Fact
Cooper W. Permenter

RECOMMENDED FOR APPROVAL:
[Signature]
County Engineer

APPROVED:
BOARD OF SUPERVISORS
LAFAYETTE COUNTY
(By Order of the Board Dated _____)

BY: _____
President

Xcavators, Inc.
Contractor
BY: [Signature] V.P.
Title

APPROVED: _____
Date

State Aid Engineer
Office of State Aid Road Construction

APPROVED: _____
Executive Director, Mississippi Department of
Transportation

**POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE**

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Cooper W. Permenter of Harris, Madden, Powell, Stallings & Brown, Inc. of Oxford, MS* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15 day of November, 2016.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 15 day of November, 2016, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 23rd day of October, 2016

(Seal)

Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.