



June 29, 2015

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Council Members:

Re: CDBG Project #14-432-PF-01
ADA Improvements

The bids received for City Hall ADA Improvements were accepted and taken under advisement at the last council meeting awaiting notice of additional funding award. Our office has since been notified by Mississippi Development Authority the additional funding has been granted bringing the total project award to \$280,500.

It is my recommendation to proceed with award of the lowest and best bid received Vision Constructors Inc. of Gulfport in the total amount of \$280,500 (Base Bid \$233,500, Alternate 1 \$25,000, Alternate 2 13,000 and Alternate 3 \$9,0000 and further to authorize the City Manager to execute the contract after legal and grant administrator review.

Thank you for your consideration and approval in this matter.

Sincerely,

Clovis Reed
City Manager

CR:jk

attachments



PRINCIPALS

James H. Eley, FAIA
W. Taylor Guild, III, AIA, CCS
David J. Hardy, AIA
Stephen A. Stojcich, AIA
Joseph B. Crain, AIA
Mark E. Lishen, AIA, LEED AP
J. Heath Perry, AIA, CSI, CDT

ASSOCIATES

Joseph R. Stevens, Jr., AIA, LEED AP
Eric J. Commarato, AIA

June 24, 2015

City of Diamondhead
Mr. Clovis Reed, City Manager
5000 Diamondhead Circle
Diamondhead, MS 39525

Re: ADA Improvements to Diamondhead City Hall,
CDBG Project No. 1131-14-432-PF-01

Dear Mr. Reed:

Enclosed please find the Certified Bid Tabulation for the above referenced project. Based on the bids received, we recommend awarding the contract for construction to the low bidder, Vision Constructors, Inc., of Gulfport, Mississippi, for the Base Bid in the amount of \$233,500.00 and Adding Alternate No. One (1) in the amount of \$25,000.00, Adding Alternate No. Two (2), in the amount of \$13,000.00 and Adding Alternate No. Three (3), in the amount of \$9,000.00 for a total contract sum of \$280,500.00. In consideration of the section 3 requirements of this contract I advise that you get written concurrence from your legal counsel & grant administrator in the matter of this award.

Original bid documents will be sent to your office for your records. Should you have any questions or need any other additional information please do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink, appearing to be "David J. Hardy".

David J. Hardy, AIA
Eley Guild Hardy Architects

Enclosures

cc: Michele Moore, Urban Planning Consultants

12-035d/2/10

BILOXI OFFICE

1091 Tommy Munro Drive
Biloxi, MS 39532
228.594.2323 P

JACKSON OFFICE

329 East Capitol Street
Jackson, MS 39201
601.354.2572 P

BID TABULATION

<p>Project: ADA Improvements to Diamondhead City Hall COBG Project No. 1131-54-432-PF-01</p> <p>Owner: City of Diamondhead</p> <p>Project No.: 12-025d</p>	<p>Architect: Eley Guild Hardy Architects PA 1091 Toney Warren Dr. Biloxi, Mississippi</p> <p>Date: Thursday, June 4, 2015 2:00 PM</p>
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BIDDER	COR NUMBER	Bid Bond - 5%	BASE BID LUMP SUM PRICE	ADD ALTERNATE 1: Elevating Lobby	ADD ALTERNATE 2: Workroom	ADD ALTERNATE 3: New Interior Doors	Base Bid Contract Days	Additional Days Alternate #1	Additional Days Alternate #2	Additional Days Alternate #3	RECEIPT OF ADDN. 1 & 2	Resident	Non-Collateral Debarment	Section 3 Requirements	NOTES
David Rush Construction, LLC	14565-MC	X	\$285,000.00	\$38,500.00	\$21,500.00	\$10,500.00	120	10	10	10	X	X	X	X	
DCD Construction, Inc.	13234-MC	X	\$261,990.00	\$38,000.00	\$12,700.00	\$8,400.00	150	15	15	10	X	X	X	X	
Gibson Maintenance, LLC	13076-MC	X	\$248,467.00	\$27,194.00	\$14,876.00	\$6,184.00	90	0	0	0	X	X	X	X	
J.O. Collins Contractor, Inc.	01248-MC	X	\$308,750.00	\$30,700.00	\$15,500.00	\$7,220.00	180	7	7	7	X	X	X	X	
Millennium Construction, LLC	17342-MC	X	\$307,600.00	\$32,000.00	\$25,600.00	\$7,700.00	120	30	30	15	X	X	X	X	
Vision Constructors, Inc	16853-MC	X	\$233,500.00	\$25,000.00	\$13,000.00	\$8,000.00	180	0	0	0	X	X	X	X	

CERTIFIED TO BE A TRUE AND ACCURATE TABULATION OF ALL
BIDS RECEIVED, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

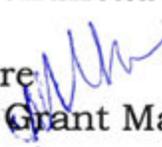


David J. Hardy, AIA

Professional Grant Management *services llc*

MEMORANDUM

TO: Clovis Reed, City Manager
City Councilmembers
City of Diamondhead

FROM: Michele Moore 
Professional Grant Management Services

DATE: June 29, 2015

RE: Award of Contract to Vision Constructors
ADA Improvements to City Hall
CDBG Project No. 1131-432-14-PF-01

I have reviewed the bids that were received on the project listed above, and I concur with Eley Guild Hardy's recommendation that the contract should be awarded to Vision Constructors as the lowest and best bidder for the base bid and all alternates for a total project award of \$280,500.00.

After review of Vision Constructors Section 3 paperwork, it appears that everything is compliant with the Section 3 regulations of the Housing and Urban Development Act of 1968.

If you have any questions or need any additional information, please feel free to give me a call at 228-860-1580. Thank you.



City of Diamondhead

Budget Amendment Request

Fund Name: Special Revenue - Grants - 14 CDBG
 Department #: N/A
 Department Name: N/A
 Requested by: Kristin Ventura

Date: 7/7/2015
 Budget Entry #: FY2015-151-000-2
 Amendment #: FY2015-151-000-2

	Original Budget	Prior Amendments	This Amendment	Revised Budget
TOTAL REVENUE	\$ -	\$ 114,879.00	\$ 48,709.00	\$ 163,588.00

EXPENDITURES:

Personnel Services	\$ -	\$ -	\$ -	\$ -
Supplies	-	-	-	-
Contractual Services	22,396.00	13,400.00	8,942.90	44,738.90
Grants/Subsidies/Allocations	-	-	-	-
Debt Service	-	-	-	-
CAPITAL OUTLAY	87,604.00	5,468.00	97,418.00	190,490.00
TOTAL EXPENDITURES	\$ 110,000.00	\$ 18,868.00	\$ 106,360.90	\$ 235,228.90
REVENUE OVER/(UNDER) EXPENDITURES	\$ (110,000.00)	\$ 96,011.00	\$ (57,651.90)	\$ (71,640.90)

OTHER FINANCING SOURCES AND USES:

Transfers In from Other Funds	\$ 110,000.00	\$ (96,011.00)	\$ 57,651.90	\$ 71,640.90
Transfers Out to Other Funds	-	-	-	-
TOTAL ALL	\$ -	\$ -	\$ -	\$ -

Description: To account for \$48,709.00 in additional MDA funding with the City matching \$57,651.90 needed in order to award the ADA Improvements project.

Other	Federal Portion - Construction Costs	\$ 48,709.00
	Local Match - Construction Costs	48,709.00
	Local Match - Architect Fees	8,942.90
	Total Budget Amendment	\$ 106,360.90

§ 21-35-25. Revision of municipal budget

Any amendments made pursuant to this section to an originally adopted budget which exceed ten percent (10%) of the total amount appropriated or authorized to be expended in a particular department fund shall be published or posted within two (2) weeks of the action in a newspaper in the same manner as the final adopted budget. Separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached. This publication or posted notice shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice.



June 23, 2015

Mayor and Councilmember
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Council Members:

Approval is hereby requested to advertise for sealed bids for traffic signs, posts and hardware for FY16 with an optional renewal of one additional year.

Thank you for your consideration and approval in this matter.

Sincerely,

A handwritten signature in blue ink that reads 'Clovis Reed'. The signature is fluid and cursive.

Clovis Reed
City Manager

CR:jk



CITY OF DIAMONDHEAD, MISSISSIPPI

www.diamondhead.ms.gov

5000 Diamondhead Circle
Diamondhead, MS 39525-3260

Phone: 228.222.4626
Fax: 228.222.4390

June 29, 2015

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Council Members:

Re: MOWA Development Contract for Live Oak Drive Phase 1

Attached for your review and approval is the Standard Form of Agreement with MOWA Development, Inc. for Phase 1 improvements to Live Oak Drive. Legal counsel has reviewed and found the documents to be in order. Further approval is requested to authorize the City Manager to execute the document.

Thank you in advance for your approval in this matter.

Sincerely,

A handwritten signature in blue ink that reads 'Clovis Reed'. The signature is written in a cursive, flowing style.

Clovis Reed
City Manager

CR:jk

attachment

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification.

SUGGESTED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America



Construction Specifications Institute



**EJCDC
SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT(STIPULATED PRICE)**

THIS AGREEMENT is by and between CITY OF DIAMONDHEAD

(Owner) and MOWA DEVELOPMENT, LLC, (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

LIVE OAK DRIVE IMPROVEMENTS
PHASE I

The work shall consist of furnishing all labor, materials, tools, equipment and layout in performing the road and drainage improvements of the roadway reconstruction project in the City of Diamondhead, Mississippi. All work shall be completed in accordance with the plans and specifications.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

PRINCIPLE FEATURES

The purpose of the project is to upgrade the existing roadway as it is heavily potholed and in need of a structural upgrade. This phase of the work does not include a lot of drainage improvements; Phase 2 will address that in the future. Principal features of the contractors work consist of the following:

1. Implement and maintain all soil control and erosion measures as indicated in plans and instructed by the engineer.
2. Locate existing utilities and coordinate with utility companies to relocate utilities if necessary.
3. Establish traffic control measures to maintain access to businesses and to ensure public and worker safety. The only business directly affected is the Dairy Queen. Maintain access to the Dairy Queen during their open hours. Coordinate all work on the roadway with the City Administration and Police Department, etc.
4. Remove existing asphalt, concrete islands, and other obstructions.
5. Limit the road upgrades to the City controlled right of way.

6. Remove the existing road base and bring in sub-base and base material called for on the drawings and the addendum to the soils report which is a part of these specifications. Note: the drawings are calling for a separation geotextile between the natural soils and the sub-base sand and also between the sub-base sand and the 610 limestone. Install per MDOT and geotextile manufacturers recommendations.
7. Conduct an Engineer or his/her representative observed proof roll of the compacted limestone prior to placing asphalt.
8. Install asphalt base course and surface courses and match existing driveway and limits of project existing elevations.
9. Stripe new road and install road signs according to striping plan.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by

Seymour Engineering
925 Tommy Munro Drive, Suite G
Biloxi, MS 39532

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run.

ONE HUNDRED TWENTY (120) CONSECUTIVE CALENDAR DAYS FOLLOWING THE "NOTICE TO PROCEED"

4.03 Liquidated Damages "LIQUIDATED DAMAGES IN THE SUM OF \$500.00 FOR EACH CONSECUTIVE CALENDAR DAY THEREAFTER SHALL BE ASSESSED."

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum of:

TWO HUNDRED SEVEN THOUSAND FIVE HUNDRED SEVENTY-FOUR DOLLARS AND NO CENTS (\$207,574.00)
(numerals)
(words)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK						
Item No.	Description	N/A	Unit	Estimated Quantity	Unit Price	Estimated
TOTAL OF ALL ESTIMATED PRICES						\$ _____
(words)						(numerals)

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. The Contractor will name Seymour Engineering and City of Diamondhead as additional insureds on all general liability insurance provided by this Contractor to complete the scope of work in this Agreement. Contractor shall provide a Waiver of Subrogation to Seymour Engineering and City of Diamondhead in respect to workers compensation.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds (pages ____ to ____, inclusive).
 - a. ____ (pages ____ to ____, inclusive).
 - b. ____ (pages ____ to ____, inclusive).
 - c. ____ (pages ____ to ____, inclusive).
5. General Conditions (pages 1 to 41, inclusive).
6. Supplementary Conditions (pages 1, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings consisting of 12 sheets with each sheet bearing the following general title: Live Oak Drive Improvements Phase I.
9. Addenda (numbers 1 to 2, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 2, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages ____ to ____, inclusive).
 - c. ____.

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed (pages 1 to 1, inclusive).
- b. Work Change Directives.
- c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions – N/A

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on June 16, 2015 (which is the Effective Date of the Agreement).

OWNER: CITY OF DIAMONDHEAD

CONTRACTOR: MOWA DEVELOPMENT, LLC

By: _____

By: Steve Jordan

Title: CITY MANAGER

Title: President

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: Susan Bailey

Title: _____

Title: Secretary / Treasurer

Address for giving notices:

Address for giving notices:

CITY OF DIAMONDHEAD

MOWA DEVELOPMENT, LLC

5000 DIAMONDHEAD CIRCLE

P.O. BOX 1492

DIAMONDHEAD, MS 39525

GAUTIER, MS 39553

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: 16299-SC

(Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

BID PROPOSAL

Place Gautier, Mississippi

Date June 10, 2015

Proposal of MOWA Development, LLC (hereinafter called "Bidder"), organized and existing under the laws of the State of Mississippi, doing business as a corporation *.

City of Diamondhead, (hereinafter called "Owner").

Gentlemen:

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

**LIVE OAK DRIVE IMPROVEMENTS
PHASE I**

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 \$500.00 for each consecutive calendar day thereafter as hereinafter provided in Article 4.03 of the Agreement Between Owner and Contractor.

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 dated May 26, 2015

Addendum No. 2 dated June 4, 2015

*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 **Lump Sum Bid**:

<u>LUMP SUM BID</u>	
CONSTRUCTION ALLOWANCE (CONTINGENCY)	\$10,000.00
LUMP SUM BID	\$ 197,574.00
TOTAL BID	\$ 207,574.00
TOTAL BID <u>Two hundred seven thousand five hundred seventy four dollars and no/100</u>	
(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 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 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 Bid Amount (\$5% Bid Amount) 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 Steve Jordan

Title Steve Jordan, President, MOWA Development, LLC
(SEAL if by corporation)

Address:

Post Office Box 1492

Gautier, Mississippi 39553



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/19/2015

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 AssuredPartners Gulf Coast P O Box 15069 Hattiesburg MS 39404-5069		CONTACT NAME: Sara Hollis PHONE (A/C, No, Ext): (601) 544-3300 E-MAIL ADDRESS: sara.hollis@apgulfcoast.com FAX (A/C, No): (601) 544-3341															
INSURED Mowa Development P.O. Box 1492 Gautier MS 39553		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Seneca Specialty Insurance Co</td> <td>10729</td> </tr> <tr> <td>INSURER B: Progressive Gulf Ins Co</td> <td>42412</td> </tr> <tr> <td>INSURER C: National Union Fire Ins Co PA</td> <td>19445</td> </tr> <tr> <td>INSURER D: LUBA Casualty Insurance Co</td> <td>12472</td> </tr> <tr> <td>INSURER E: Lloyds of London</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Seneca Specialty Insurance Co	10729	INSURER B: Progressive Gulf Ins Co	42412	INSURER C: National Union Fire Ins Co PA	19445	INSURER D: LUBA Casualty Insurance Co	12472	INSURER E: Lloyds of London		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: CL1552919688

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	BAG1038163	5/30/2015	5/30/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		07997418-4	5/22/2015	5/22/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		BE053092819	5/30/2015	5/30/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	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 N/A	028000018338115	5/30/2015	5/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Rented/ Leased Equipment		LBW522347	5/30/2015	5/30/2016	Limit \$ 125,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project # 13-070.05

Project Name: Live Oak Drive Improvements Phase 1

CERTIFICATE HOLDER

City of Diamondhead
 5000 Diamondhead Circle
 Diamondhead, MS 39525

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

Jimmy Campbell/SAA

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ADDITIONAL COVERAGES

Ref #	Description AACSL	Coverage Code AACSL	Form No.	Edition Date
Limit 1 100,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$84.00				
Ref #	Description Policy Fee	Coverage Code POLFE	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$20.00				
Ref #	Description Uninsured motorist combined single limit	Coverage Code UMCSL	Form No.	Edition Date
Limit 1 100,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$549.00				
Ref #	Description Uninsured motorist property damage	Coverage Code UMPD	Form No.	Edition Date
Limit 1 50,000	Limit 2	Limit 3	Deductible Amount 200	Deductible Type Per
Premium \$254.00				
Ref #	Description	Coverage Code	Form No.	Edition Date
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Premium				
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Premium				
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Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/22/2015

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 AssuredPartners Gulf Coast P O Box 15069 Hattiesburg MS 39404-5069		CONTACT NAME: Sara Hollis PHONE (A/C, No, Ext): (601) 544-3300 E-MAIL ADDRESS: sara.hollis@apgulfcoast.com FAX (A/C, No): (601) 544-3341	
INSURED Mowa Development P.O. Box 1492 Gautier MS 39553		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Seneca Specialty Insurance Co	NAIC # 10729
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		INSURER C: National Union Fire Ins Co PA	NAIC # 19445
		INSURER D: LUBA Casualty Insurance Co	NAIC # 12472
		INSURER E: Lloyds of London	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1552919688 **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 CERTIFICATION 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 INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	BAG1038163	5/30/2015	5/30/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
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C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		BE053092819	5/30/2015	5/30/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> 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 N/A	028000018338115	5/30/2015	5/30/2016	<input checked="" type="checkbox"/> PER STATUTE <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
E	Rented/ Leased Equipment		LBN522347	5/30/2015	5/30/2016	Limit \$ 125,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

Seymour Engineering 925 Tommy Munro Drive, Suite G Biloxi, MS 39532	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 Jimmy Campbell/SAA
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ADDITIONAL COVERAGES

Ref #	Description AACSL	Coverage Code AACSL	Form No.	Edition Date
Limit 1 100,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$84.00				
Ref #	Description Policy Fee	Coverage Code POLFE	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$20.00				
Ref #	Description Uninsured motorist combined single limit	Coverage Code UMCSL	Form No.	Edition Date
Limit 1 100,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$549.00				
Ref #	Description Uninsured motorist property damage	Coverage Code UMPD	Form No.	Edition Date
Limit 1 50,000	Limit 2	Limit 3	Deductible Amount 200	Deductible Type Per
Premium \$254.00				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
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Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

CNA SURETY

Performance Bond

Bond No. 58726660

CONTRACTOR:

(Name, legal status and address)

MOWA Development, LLC
P.O. Box 1492
Gautier, MS 39553

OWNER:

(Name, legal status and address)

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

CONSTRUCTION CONTRACT

Date: June 16, 2015

Amount: \$207,574.00 Two Hundred Seven Thousand Five Hundred Seventy Four Dollars and 00/100

Description:

(Name and location)

Live Oak Improvements, Phase I, Project # 13-070.05

BOND

Date: June 18, 2015

(Not earlier than Construction Contract Date)

Amount: \$207,574.00 Two Hundred Seven Thousand Five Hundred Seventy Four Dollars and 00/100

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

MOWA Development, LLC

Signature: Steve Jordan

Name: Steve Jordan, President

and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: *(Corporate Seal)*

Western Surety Company

Signature: Renee Ellis

Name: Renee Ellis

and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

TIBCO, Inc. dba Turner Insurance & Bonding Co.

2601 Bell Road

Montgomery, AL 36117

334-244-0004

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

- § 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
- .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- § 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
- .1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - .2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

CNA SURETY

Payment Bond

Bond No. 58726660

CONTRACTOR:
(Name, legal status and address)

MOWA Development, LLC
P.O. Box 1492
Gautier, MS 39553

OWNER:
(Name, legal status and address)

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

CONSTRUCTION CONTRACT

Date: June 16, 2015

Amount: \$207,574.00 Two Hundred Seven Thousand Five Hundred Seventy Four Dollars and 00/100

Description:
(Name and location)

Live Oak Improvements, Phase I, Project # 13-070.05

BOND

Date: June 18, 2015
(Not earlier than Construction Contract Date)

Amount: \$207,574.00 Two Hundred Seven Thousand Five Hundred Seventy Four Dollars and 00/100

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: MOWA Development, LLC (Corporate Seal)

Signature: Steve Jordan
Name: Steve Jordan, President
and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: Western Surety Company (Corporate Seal)

Signature: Renee Ellis
Name: Renee Ellis
and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

TIBCO, Inc. dba Turner Insurance & Bonding Co.
2601 Bell Road
Montgomery, AL 36117
334-244-0004

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr, David J Durden, Milton A Kopf III, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of November, 2014.



WESTERN SURETY COMPANY

Paul T. Brufat

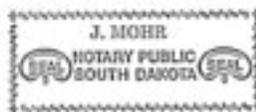
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of November, 2014, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of June, 2015



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. 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, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any 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.



June 29, 2015

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Council Members:

Attached for your review and consideration is Payment Request #3 to Eley Guild Hardy and Associates in the amount of \$1,977.99 for professional services relating to the city hall hazard mitigation improvements. Payment of this invoice would constitute 84.8% of the architect fees associated with this project.

Thank you for your consideration and approval in this matter.

Sincerely,

A handwritten signature in blue ink that reads 'Clovis Reed'.

Clovis Reed
City Manager

CR:jk

attachments

Agenda Item 2015-088

Eley Guild Hardy Architects PA
1091 Tommy Munro Drive
Biloxi, MS 39532
228-594-2323

Invoice

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Invoice number 12-035e.1-3

Invoice Date 06/19/2015

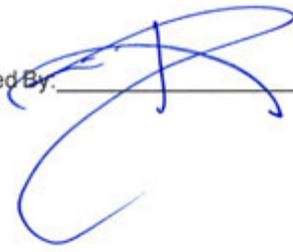
Project Hazard Mitigation Renovations and Upgrades to Diamondhead
City Hall (WA #5)

Billed Period Through: 06/19/2015

Construction Cost Basis: \$515,100.00
Fee Basis: 8.00 %
Billing Fee: \$41,208.00

Description	Architectural Fee	% of Total Fee	Percent Complete	Prior Billings	Fee Earned	Current Fee
Schematic Design	\$6,181.20	15.00 %	100.00%	\$6,181.20	\$6,181.20	\$0.00
Design Development	\$8,241.60	20.00 %	100.00%	\$8,241.60	\$8,241.60	\$0.00
Construction Documents	\$16,483.20	40.00 %	100.00%	\$16,483.20	\$16,483.20	\$0.00
Bidding	\$2,060.40	5.00 %	100.00%	\$2,060.40	\$2,060.40	\$0.00
Construction Administration	\$8,241.60	20.00 %	24.00%	\$0.00	\$1,977.99	\$1,977.99
Total	\$41,208.00	100.00 %	84.80%	\$32,966.40	\$34,944.39	\$1,977.99

Total Project Invoice Amount 1,977.99

Approved By: 





CITY OF DIAMONDHEAD, MISSISSIPPI

www.diamondhead.ms.gov

5000 Diamondhead Circle
Diamondhead, MS 39525-3260

Phone: 228.222.4626
Fax: 228.222.4390

June 29, 2015

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Council Members:

Re: Application for Payment No. 1 – Vision Constructors, Inc.
Hazard Mitigation Improvement 12-035e

Attached for your review and consideration is Payment Application No. 1 to Vision Constructors, Inc. in the amount of \$117,990.00 for city hall hazard mitigation improvements. The application has been certified and approved for payment by the Eley Guild Hardy.

Thank you for your consideration and approval in this matter.

Sincerely,

A handwritten signature in blue ink that reads 'Clovis Reed'. The signature is written in a cursive, flowing style.

Clovis Reed
City Manager

CR:jk

attachments

PRINCIPALS

James H. Eley, FAIA
W. Taylor Guild, III, AIA, CCS
David J. Hardy, AIA
Stephen A. Stojcich, AIA
Joseph B. Crain, AIA
Mark E. Lishen, AIA, LEED AP
J. Heath Perry, AIA, CSL, CDT

June 24, 2015

City of Diamondhead
Clovis Reed, City Manager
5000 Diamondhead Circle
Diamondhead, MS 39525

ASSOCIATES

Joseph R. Stevens, Jr., AIA, LEED AP
Eric J. Commarato, AIA

Re: Hazard Mitigation Improvements to Diamondhead City Hall, Diamondhead, MS

Dear Mr. Reed:

Enclosed please find Two (2) copies of the Application and Certificate for Payment No. One (1) submitted by Vision Constructors, Inc., in the amount of \$117,990.00, for the above referenced project. We find this application to be in order and our certification is on the cover. Contractor is not request any rain/delay days for this period.

The current percent completion of the project to date is 24%. The current required Substantial Completion date is August 4, 2015 with \$250.00 per day Liquidated Damages beyond the required completion date.

Also, enclosed please find our Invoice No. 12-035e.1-3 for the Construction Administration Phase, for the above referenced project.

If you have any questions regarding this project, please do not hesitate to contact me.

Sincerely,


David J. Hardy, AIA
Eley Guild Hardy Architects PA *for*

DJH/dab

Enclosures

cc: Vision Constructors, Inc., John Rollins, via email
Kristin Ventura, City of Diamondhead, via email
Darla Jourdan, MEMA, via email
Urban Planning Consultants, Michele Moore, via email

12-035e/5/5



BILOXI OFFICE

1091 Tommy Munro Drive
Biloxi, MS 39532
228.594.2323 P

JACKSON OFFICE

329 East Capitol Street
Jackson, MS 39201
601.354.2572 P

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF One

PAGES

TO OWNER:

City of Diamondhead
Diamondhead, MS

PROJECT: 12-035e

Diamondhead Hazard Mitigation

APPLICATION NO:

1

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:

Vision Constructors, Inc.
608 34th Street
Gulfport, MS 39501
CONTRACT FOR:

VIA ARCHITECT: Eley Guild Hardy Architects

1091 Tommy Munro Drive
Biloxi, MS 39532

PERIOD TO: 6/18/2015
PROJECT NOS: 12-035e

CONTRACT DATE: 5-Mar-2015



CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	389,900.00
2. Net change by Change Orders	\$	125,200.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	515,100.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	124,200.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	6,210.00
b. 5 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	6,210.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	117,990.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	-
8. CURRENT PAYMENT DUE	\$	117,990.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	397,110.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$125,200.00	\$0.00
TOTALS	\$125,200.00	\$0.00
NET CHANGES by Change Order	\$125,200.00	\$0.00

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 Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Vision Constructors, Inc.

By: [Signature] Date: 6/17/15
 State of: Mississippi
 Subscribed and sworn to before me this 17th day of June, 2015
 Notary Public: Nancy Beaulieu
 My Commission expires: November 11, 2016



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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 \$ 117,990.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature] Date: 6/24/15

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.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED TO DATE (D + E)	H % (G/C)	I BALANCE TO FINISH (C-(F+G))	J RETAINAGE 5%
			PREVIOUS APPLICATION	THIS PERIOD					
DIVISION 1 GENERAL CONDITIONS									
1	Mobilization	5,000		5,000		5,000	100%	0	250
2	Supervision	7,000		1,700		1,700	24%	5,300	85
3	Builder Risk Insurance	1,150		1,150		1,150	100%	0	58
4	Bond	6,450		6,450		6,450	100%	0	323
5	MGRY	13,600		3,300		3,300	24%	10,300	165
6	Allowance	20,000				0	0%	20,000	0
7	Misc - General Conditions	5,000		1,200		1,200	24%	3,800	60
DIVISION 2 SITEWORK									
8	Demolition	11,750		10,000		10,000	85%	1,750	500
DIVISION 3 CONCRETE									
DIVISION 4 MASONRY									
9	Cast Stone Material	2,000				0	0%	2,000	0
10	Cast Stone Labor	1,850				0	0%	1,850	0
DIVISION 6 ROUGH CARPENTRY									
11	Rough Carpentry	5,500		2,200		2,200	40%	3,300	110
12	Finish Carpentry	1,250				0	0%	1,250	0
DIVISION 7 THERMAL & MOISTURE PROTECTION									
13	Roofing: Demo and Installation of Underlayment	44,000		39,800		39,800	89%	5,000	1,950
14	Roofing: Installation of New Roof Decking	2,000		2,000		2,000	100%	0	100
15	Roofing: Fabricate and Install Standing Seam Metal Roof	141,000		28,900		28,900	20%	112,100	1,445
16	Roofing: Install liquid applied roofing membrane	9,000				0	0%	9,000	0
17	Roofing: Sheetmetal Flashing and Trim	15,000		5,100		5,100	34%	9,900	215
18	Fiber Reinforced Siding Material	2,200				0	0%	2,200	0
19	Fiber Reinforced Siding Labor	4,900				0	0%	4,900	0
DIVISION 8 DOORS & WINDOWS									
20	Door Hardware Material	5,850				0	0%	5,850	0
21	Door Labor	1,200				0	0%	1,200	0
22	Storefront: Aluminum Framing Material	24,500		5,600		5,600	23%	18,900	280
23	Storefront: Glass Material	27,000		6,300		6,300	23%	20,700	315
24	Storefront: Labor	27,000		6,300		6,300	23%	20,700	315
DIVISION 9 FINISHES									
25	Gypsum Board Assemblies	650				0	0%	650	0
26	Painting	5,000				0	0%	5,000	0
CHANGE ORDER									
27	Change Order #1	125,200							
SUB TOTALS		515,100	0	124,200	0	124,200	24%	265,700	6,210



AIA Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)* ARCHITECT'S PROJECT NUMBER: 12-035e OWNER
 Diamondhead Hazard Mitigation Improvements to Diamondhead City Hall CONTRACT FOR: General Construction ARCHITECT
 Diamondhead, Mississippi CONTRACTOR
 TO OWNER: *(Name and address)* CONTRACT DATED: March 5, 2015 SURETY
 City of Diamondhead OTHER
 5000 Diamondhead Circle
 Diamondhead, MS 39525

STATE OF: Mississippi

COUNTY OF: Harrison

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety to Final Payment, may be used for this purpose.

Indicate attachment: Yes No

N/A - AFP #1

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
3. Contractor's Affidavit of Release of Liens (AIA Document G706A™)

CONTRACTOR: *(Name and address)*

Vision Constructors, Inc.
608 34th Street
Gulfport, MS 39501

BY:

(Signature of authorized representative)

John M. Rollins, President

(Printed name and title)

Subscribed and sworn to before me on this 5th day of 2015

Notary Public: Nancy Beaulier

My Commission Expires: November 11, 2016



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	12-035e	OWNER <input type="checkbox"/>
Diamondhead Hazard Mitigation Improvements to Diamondhead City Hall Diamondhead, Mississippi	CONTRACT FOR:	General Construction	ARCHITECT <input type="checkbox"/>
			CONTRACTOR <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED:	March 5, 2015	SURETY <input type="checkbox"/>
City of Diamondhead 5000 Diamondhead Circle Diamondhead, MS 39525			OTHER <input type="checkbox"/>

STATE OF: Mississippi
COUNTY OF: Harrison

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

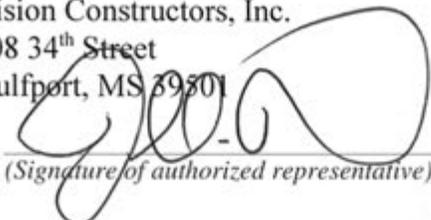
SUPPORTING DOCUMENTS ATTACHED HERETO:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- AFP #1
Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

Vision Constructors, Inc.
608 34th Street
Gulfport, MS 39501

BY:



(Signature of authorized representative)

John M. Rollins, President
(Printed name and title)

Subscribed and sworn to before me on this date

Notary Public: Nancy Beaulier

My Commission Expires: November 11, 2016



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

James H. Eley, III, AIA
 W. Taylor Guild, III, AIA
 David J. Hardy, AIA
 Stephen A. Stojich, AIA
 Joseph B. Crain, AIA
 Mark E. Lishen, AIA
 J. Heath Perry, AIA

CONTRACTORS FIRST PAYMENT APPLICATION CHECK LIST

Joseph R. Stevens, Jr., AIA
 Eric J. Connarato, AIA

- Payment application (AIA documents G702 & G703 3 originals notarized)
- AIA document G706 attached (3 originals notarized)
- AIA document G706a attached (3 originals notarized)
- List of subcontractors
- Contractors construction schedule
- Submittal schedule
- List of contractors staff assignments
 - List of contractors principal consultants n/a
- Copies of building permits
- Copies of authorizations and licenses from authorities having jurisdiction for performance of the work
- Initial progress report see meeting
minutes from 5/21
- Report of preconstruction conference
- Time extension letter with the proper back up on contractors letterhead, negative report required
- Other _____

PROJECT OFFICE
 1091 Tommy Munro Drive
 Biloxi, MS 39532
 228.594.2223

OPERATIONS OFFICE
 129 East Capitol Street
 Jackson, MS 39201
 601.354.2572

Preconstruction Meeting Agenda 3/27/15

Diamondhead City Hall Hazard Mitigation

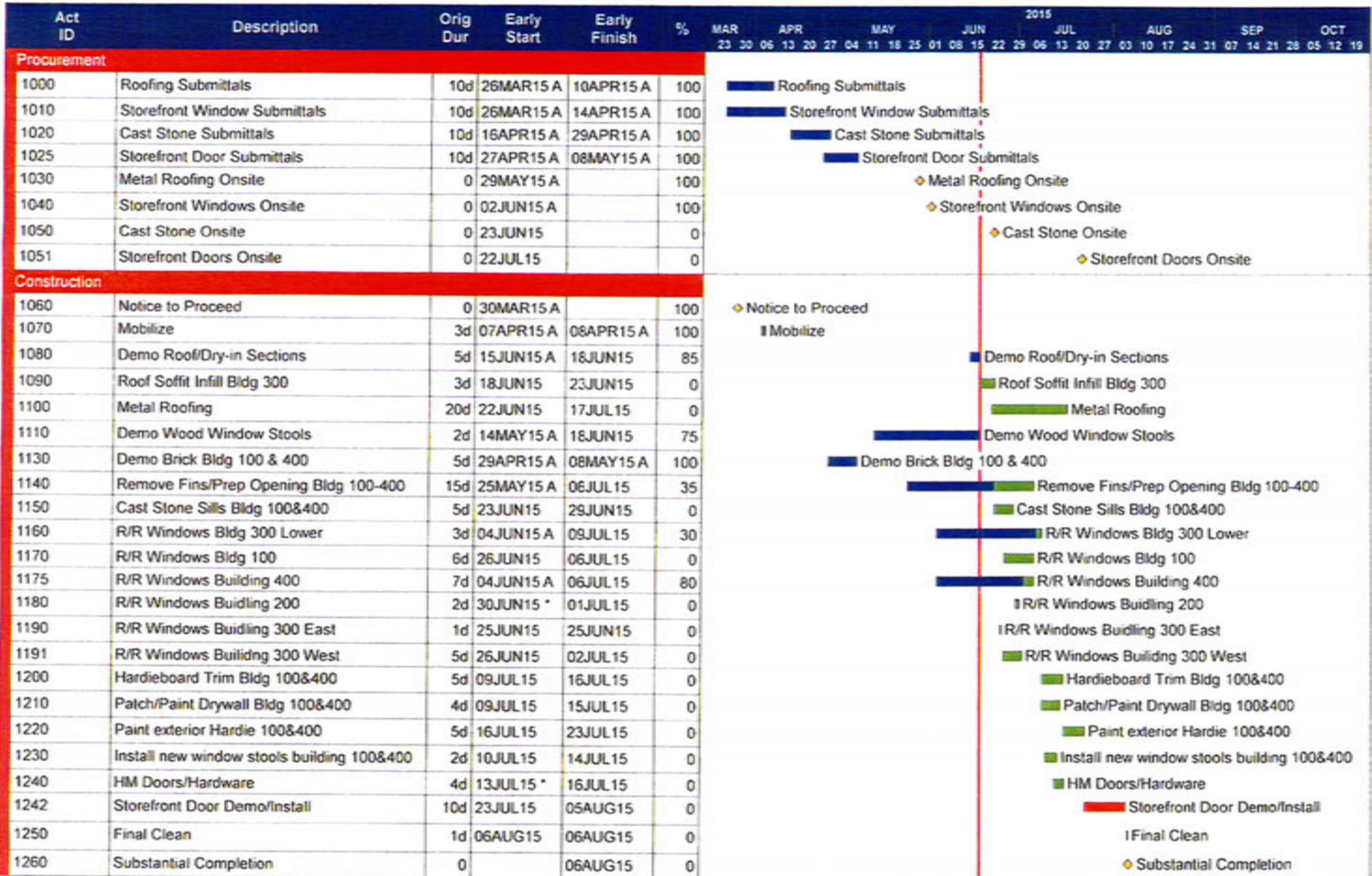
- A. Owner-Contractor Agreement
 - a. Prime Contract (Complete)
 - b. Certificate Insurance (Complete)
 - c. Bonds (Complete)
 - d. Builders Risk Insurance (Complete)
 - e. Schedule of Values (Complete)
 - f. Notice to Proceed
- B. Major Subcontracts:
 - a. List of Major Subcontractors and Suppliers
 - i. *Mandal's Roofing*
 - ii. *Sumrall Glass*
- C. Critical Work Sequencing/Construction Schedule (See Attached CPM Schedule)
- D. Major Equipment Deliveries and Priorities
 - a. Owner Furnished Equipment
 - b. Allowances
- E. Project Coordination (Designation of Responsible Personnel)
 - a. Vision Constructors, Inc.
 - i. *Main Office Phone – 228-832-1182*
 - ii. *Main Office Fax – 228-832-1781*
 - iii. *Project Manager John Rollins 228-697-3132*
 - iv. *General Superintendent: Clint Way – 228-697-7669*
 - v. *Onsite Superintendent: Jesse Parker 228-669-3753*
- F. Procedures and Processing Of
 - a. Field Decisions
 - b. Proposal Requests
 - c. Submittals
 - d. Change Orders
 - e. Applications for Payment (Determine AFP Due Date)
 - f. Monthly OAC Meeting Date
- G. Procedures for Maintaining Record Documents

H. Use of Premises

- a. Lay down Area
- b. Dumpster Location
- c. Parking Area
- d. Parking Passes
- e. Working Hours

I. Construction Facilities, Controls and Construction Aids

- a. Temporary Utilities
- b. Safety and First-aid Procedures
- c. Security Procedures
- d. Housekeeping Procedures
- e. Schedule for Progress Meetings



Start date	26MAR15
Finish date	06AUG15
Data date	18JUN15
Run date	24JUN15
Page number	1A
© Primavera Systems, Inc.	

6/18/15 co #1

**Vision Constructors
Diamondhead City Hall Hazard Mit.**

- Early bar
- Progress bar
- Critical bar
- Summary bar
- ◆ Start milestone point
- ◆ Finish milestone point



201500077

Issued by: dhm.rjones Date: 3/27/2015

Project: COMMERCIAL REMODEL NEW METAL ROOF; IMPACTED RATED WINDOWS

BUILDING PERMIT

Owner: CITY OF DIAMONDHEAD Contractor: VISION CONSTRUCTORS, INC

Address: 5000 DIAMONDHEAD CIRCLE

Type: COMMERCIAL REMODEL

No Inspections Unless Card Is Properly Displayed

CARD MUST BE DISPLAYED IN A SHELTERED CONSPICUOUS PLACE, VISIBLE FROM THE STREET

INSPECTION REQUESTS:

TELEPHONE: (228) 222-4626



608 34TH STREET
GULFPORT, MS 39501

228.832.1182 (O)
228.832.1781 (F)

June 24, 2015

Eley Guild Hardy Architects PA
Lee Palermo
1091 Tommy Munro Drive
Biloxi, Mississippi 39532

Re: 12-035e Diamondhead City Hall Hazard Mitigation

Dear Mr. Palermo:

Please let this document serve as notification that we are not requesting rain days from the Notice to proceed date thru June 18, 2015, on the Diamondhead City Hall Hazard Mitigation Project.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Rollins", is written over the typed name and company name.

John M. Rollins
Vision Constructors, Inc.

CC: DH AFP #1

**USM COLLEGE OF NURSING 2ND FLOOR
SUBMITTAL LOG**



SUBMITTAL LOG DIAMONDHEAD CITY HALL

Submittal #	Description	Spec Section	Submittal Type	Sub	Actual Date Sent to Arch	Date Received from Arch	Action
047200-001	CAST STONE	047200	PRODUCT DATA	SOUTHERN CASTINGS	3/31/15	4/23/15	AAN
074113-001	ROOFING	074113	PRODUCT DATA	MANDALS	3/26/15	4/10/15	AAN
081113-001	DOORS AND HARDWARE	081113	PRODUCT DATA	KELLEY BROS	5/26/15	6/16/15	APP
084113-001	STOREFRONT WINDOWS	084113	SHOP DRWG	SUMRALL GLASS	3/24/15	4/14/15	AAN
084113-002	STOREFRONT DOORS CO#1	084113	SHOP DRWG	SUMRALL GLASS	4/27/15	5/8/15	AAN

Progress Meeting Minutes 5-21-15

DIAMONDHEAD CITY HALL HAZARD MITIGATION

See Attached Sign in Sheet

A. Review Work in Progress.

- a) Demo Brick at Type E Windows is complete.
- b) Vision has completed 2 type E Window framing mock ups for review.

B. Field Observations, RFI's Problems, Schedule Impact.

- a) Type E Windows: Vision has completed 2 type E window mock ups for review and approval. It was discussed that the existing openings for these windows are not framed properly for an impact window installation. The existing wood fins will not be reused; Vision will provide treated lumber material and self adhering membrane at each opening. This will be done at no cost to the owner.
- b) RFI's: There are 2 current RFI's on the project. RFI #1 is for 4ea additional windows and #2 is for a change in window sizes after field dimensions were performed. Both of these items have been priced in CCD#1.

C. Review of Submittals/Samples:

- a) Roofing Submittal Closed
- b) Cast Stone Submittal Closed
- c) Storefront Windows Closed
- d) Storefront Doors Closed

D. Review of Off-Site Fabrication and Delivery Schedules.

- a) Storefront Metal: Delivered 5/19
- b) Storefront Glass: Delivery Date 6/4
- c) Storefront Doors: Delivery Mid July
- d) Roofing Material: Expected this week.
- e) Cast Stone: Delivery Date 6/15

E. Schedule Update (See attached updated CPM)

- a) Roofing work will begin once material is in hand. Anticipated start date is the end of next week or first week of June.
- b) The Type E window installation: Vision will perform the framing for 6 openings and board up the openings overnight. The next day windows will be installed in

these openings and 6 more openings will be prepared and boarded up. This will be coordinated with the owner

F. Planned Progress for next 30-days

- a) Roofing
- b) Cast Stone Sills
- c) Storefront Windows
- d) Carpentry Work Type E Windows

G. Pending Changes

- a) Change Order #1 Approved: Bid Alternates 1&3. \$125,200
- b) CCD #1: Ridge Vents and Additional Windows. \$18,333

H. Owner Issues

The Type E windows were reviewed after the meeting. Vision will provide pictures and RFI to EGHA for approval of the application.

THE NEXT MEETING IS SCHEDULED FOR JUNE 18 AT 1:00PM



June 29, 2015

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Council Members:

Approval is requested to make application to the Department of Marine Resources for FY2017 Tidelands Trust Fund. This grant will provide funding at 100% for recreational projects at Montjoy Creek and Devil's Elbow.

Thank you for your consideration and approval in this matter.

Sincerely,

A handwritten signature in blue ink that reads 'Clovis Reed'. The signature is written in a cursive, flowing style.

Clovis Reed
City Manager

CR:jk



July 1, 2015

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Council Members:

Attached is a request from Captain John Luther, Hancock County Sheriff's Office Diamondhead Division regarding the need for deputy clerks in the court department. The request made pursuant to MS Code §21-23-11 provides for the appointment of additional personnel to serve as deputy clerks.

Please accept my recommendation to authorize the City of Diamondhead Municipal Court Judge to make appointment(s) of personnel to serve as deputy clerks for the court department.

Thank you for your consideration and approval in this matter.

Sincerely,

A handwritten signature in blue ink that reads 'Clovis Reed'. The signature is written in a cursive, flowing style.

Clovis Reed
City Manager

CR:jk

attachments



Diamondhead Police Department
5000 Diamondhead Circle
Diamondhead, MS 39525

Clovis Reed
Diamondhead City Manager
5000 Diamondhead Circle
Diamondhead, MS 39525

Mr. Reed:

The Diamondhead Police Department is in need of deputizing officers as Deputy Clerks for the sole purpose of swearing tickets and affidavits . Due to the growth and transitions of officers within the department it has become apparent that this legal process is a much needed resource. We request that the council approve the authorization of the municipal judge and the appointment process.

Attached is the state statute governing the authorization and appointment process.
If there are any questions concerning the process, I will be happy to explain.



Captain John Luther

§ 21-23-11 In appointing deputy clerks:

The governing authorities may authorize the municipal judge to appoint other municipal employees as deputy clerks of the court to assist the clerk of the court in the conduct of the court's responsibilities or the governing authorities may appoint deputy clerks of the court. The authorization to appoint and/or appointment of deputy clerks of the court shall be entered in the minutes of the municipality. A police officer of the municipality may be the clerk of the court or a deputy clerk of the court. The governing authorities shall provide for the training of court personnel.

Mississippi Attorney General's opinions:

Police officer serving as clerk of the court.

"Miss. Code Ann. Section 21-23-1 I sets forth the duties of the municipal court clerk and states that the court clerk has power "to take acknowledgments, administer any oaths required by law to be taken by any person, and take affidavits charging any crime against the municipality or state." This statute states that a police officer maybe the clerk of the court or a deputy clerk of the court.... See also MS AG Op., Pickens (July 3, 1997) (officer may not take his own oath). " Op. Atty. Gen. Holland, April 5, 2002.

Agenda Item 2015-092



DIAMONDHEAD MUNICIPAL COURT
5000 Diamondhead Circle
Diamondhead, MS 39525
Tel.: (228) 222-4626
Fax: (228) 222-4390

Robert H. Johnson, Jr., Judge
John Dawson, Prosecutor
Lolita McSwain, Court Clerk

R. Hayes Johnson, Jr.
Diamondhead Municipal Court
5000 Diamondhead Circle
Diamondhead, MS 39525

Clovis Reed
Diamondhead City Manager
5000 Diamondhead Circle
Diamondhead, MS 39525

Mr. Reed:

I write to request that the council give authorization for the Municipal Judge to appoint the following police officers as deputy clerks for the sole purpose of swearing and signing of tickets and affidavits.

The following officers are requested for appointments:
Officer Bruce Lilly
Officer Michael Riggs
Officer Jason Allen

Judge Robert H. Johnson, Jr.