

Agenda Item 2016-102



5000 Diamondhead Circle • Diamondhead, MS 39525-3260
Phone: 228.222.4626 Fax: 228.222.4390
www.diamondhead.ms.gov

June 3, 2016

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

RE: Designations of Engineering Firms of Record for City projects

Sealed RFQ's were received from professional engineering firms to be considered as Engineering Firms of Record for City Projects. Selection and approval in this matter is greatly appreciated.

Sincerely,

A handwritten signature in black ink that reads 'Clovis Reed'. The signature is written in a cursive style with a large, looping 'C' at the beginning.

Clovis Reed
City Manager

CR;jk



Hancock County Library System

Reaching New Heights

June 9, 2016

Mayor Thomas E. Schafer IV
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

REQUEST FOR FY 2016 LIBRARY MATERIALS FUNDS

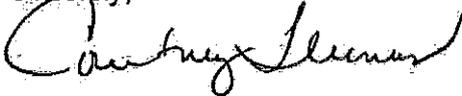
Dear Mayor Schafer:

As you are aware, the Hancock County Board of Supervisors and the Hancock County Library System have reached an agreement to reopen the East Hancock Public Library. We anticipate having library services restored during the week of June 20.

Last summer, the Diamondhead City Council approved \$10,000 for the purchase of books, DVDs, and other materials for the East Hancock Public Library. I am writing to ask that the Council release those funds to the library system, so that we may proceed with obtaining those items.

The library system's Board of Trustees and staff are very pleased to be able to bring library services back to the citizens of Diamondhead. We look forward to the reopening of the library and a continued partnership with your city.

Sincerely,



Courtney Thomas
Executive Director



Agenda Item 2016-110



5000 Diamondhead Circle • Diamondhead, MS 39525-3260
Phone: 228.222.4626 Fax: 228.222.4390
www.diamondhead.ms.gov

June 15, 2016

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

RE: Revised Invoice No. 5 Traffic Study (STP-0023-00(050)LPA/ 107130-711000

Attached for your review and approval is revised Invoice No. 5 in the amount of \$6,393.32 from Pickering Firm, Inc. for professional services relating to the traffic study. This payment is part of the MDOT grant received for the traffic study and covers the period January 1 – 31, 2016 bringing the total paid to date at 98% of the estimated overall project cost.

Thank you for your approval and consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Clovis Reed', is written over a faint, larger version of the same signature.

Clovis Reed
City Manager

CR:jk



*Service and Good Work...
Our Foundation, Our Future
Since 1946*

June 8, 2016

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

Re: City of Diamondhead Traffic Study
Project No. STP-0023-00(050)LPA
Pickering Project No. 24494.01
Hancock County

Dear Clovis:

Submitted herewith is one (1) revised engineering estimate for the period ending January 31, 2016 on the above captioned project. The estimate is being revised to reflect a reduction in fixed fee to reflect the maximum 75% limit as per Article VI Part D of the contract.

The total billing to date reflects approximately 98% of the estimated fee for the project. Please sign where required and email the entire invoice package, along with proof of payment, to lpainvoice@mdot.ms.gov for further processing and reimbursement

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Richard C. Ferguson, P.E.
PRINCIPAL

pc: File

Enclosures

Facility Design • Civil Engineering • Surveying • Transportation • Natural / Water Resources

2001 Airport Road, Suite 201 • Flowood, MS 39232 • Phone: 601.956.3663 • Fax: 601.956.7817 • www.pickeringfirm.com

PRELIMINARY ENGINEERING CSU-001 For LPA's

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PRELIMINARY ENGINEERING ESTIMATE - RECAP SHEET**

Vendor Number 3100027173 0
 Project No. STP-0023-00(050)LPA/ 107130-711000 County Hancock
 In Account With City of Diamondhead, 5000 Diamondhead Circle, Diamondhead, MS 39525
 Contract Number: CS00004393
 Est. No. 5 (Progress Estimate / Final) Period January 1, 2016 Thru January 31, 2016

P.O. No. 3941
 Invoice Number : 78910
 Sheet No. 1 Of 1

Document No. _____

	Line Item	OCA	User Code 1	Object	Project Number / Detail Code	User Code 2	Current Period	Previous Estimate	Total Allowed to Date
Total Participating Cost	1	080125	115	1612	107130 711000	1	\$6,393.32	\$52,654.73	\$59,048.05
Total							\$6,393.32	\$52,654.73	\$59,048.05
Total All Work Due							\$6,393.32	\$52,654.73	\$59,048.05
Total Net Work Due							\$6,393.32	\$52,654.73	\$59,048.05
Invoice Submitted Original Signed <u><i>Dick Ferguson</i></u> Pickering Firm, Inc. Project Manager (Consultant)							Current Termination Date of Contract: 6-30-2016		
LPA Official _____ City of Diamondhead							(** No Work is reimbursable after the termination date has been exceeded**)		
MDOT Planning Division _____ Jeff Ely, P.E.							AMOUNT OF PAYMENT FOR ALL ESTIMATES SHOULD BE TO THE NEAREST CENTS (\$0.00)		
Director of CSU - Scot Ehrgott							Maximum Amount Allowed for Project (Total Net Work Due): \$61,851.81		
% Matching Funds Deduction for LPA	1	080125	115	1612	107130 711000	1	(\$1,278.66)	(\$10,530.95)	(\$11,809.61)
TOTAL Net Amount Owed to the LPA							\$5,114.66	\$42,123.78	\$47,238.44



INVOICE

Pickering Firm, Inc.

Facility Design • Civil Engineering • Surveying •
 Transportation • Natural / Water Resources
 2001 Airport Road, Suite 201, Flowood, MS 39232
 PH 601.956.3663 FAX 601.956.7817 www.pickeringfirm.com

City of Diamonhead
 5000 Diamondhead Circle
 Diamondhead, MS 39525

June 6, 2016
 Project No: 24494.01
 Invoice No: 0078910

City of Diamondhead Traffic Study
 Project No. STP-0023-00(050)LPA/107130-711000
 Hancock County

Client Contact: Clovis Reed, City Manager

Professional Services from January 1, 2016 to January 31, 2016

Professional Personnel

	Hours	Rate	Amount	
SENIOR ENGINEER				
Ferguson, Richard	12.00	42.80	513.60	
Ferguson, Richard	2.00	45.72	91.44	
ENGINEER				
Warkentin, Matthew	13.00	27.17	353.21	
Warkentin, Matthew	29.00	31.25	906.25	
PROFESSIONAL INTERN				
McCormick, William	25.00	23.50	587.50	
Totals	81.00		2,452.00	
	2.7772 times	2,452.00	6,809.69	
	1.12 times	6,809.69	7,626.85	
Total Labor				7,626.85

Reimbursable Expenses

TRAVEL-REIMB				
1/15/2016	Ferguson, Richard	MILEAGE		169.75
	Total Reimbursables		1.0 times	169.75
				169.75

Additional Fees

Fixed Fee Reduction for 75% Limit			-1,403.28	
Total Additional Fees			-1,403.28	-1,403.28

Billing Limits

	Current	Prior	To-Date	
Total Billings	6,393.32	52,654.73	59,048.05	
Limit			61,851.81	
Remaining			2,803.76	
		Total this Invoice		\$6,393.32

Billing Backup

Monday, June 6, 2016

Pickering

Invoice 0078910 Dated 6/6/2016

2:53:50 PM

Professional Personnel

			Hours	Rate	Amount
SENIOR ENGINEER					
01908	Ferguson, Richard	1/6/2016	2.00	45.72	91.44
01908	Ferguson, Richard	1/14/2016	2.00	42.80	85.60
01908	Ferguson, Richard	1/15/2016	10.00	42.80	428.00
ENGINEER					
02036	Warkentin, Matthew	1/4/2016	3.00	31.25	93.75
02036	Warkentin, Matthew	1/5/2016	9.00	31.25	281.25
02036	Warkentin, Matthew	1/6/2016	10.00	31.25	312.50
02036	Warkentin, Matthew	1/7/2016	5.00	31.25	156.25
02036	Warkentin, Matthew	1/8/2016	2.00	31.25	62.50
02036	Warkentin, Matthew	1/14/2016	3.00	27.17	81.51
02036	Warkentin, Matthew	1/15/2016	10.00	27.17	271.70
PROFESSIONAL INTERN					
02057	McCormick, William	1/4/2016	9.00	23.50	211.50
02057	McCormick, William	1/5/2016	8.00	23.50	188.00
02057	McCormick, William	1/6/2016	8.00	23.50	188.00
Totals			81.00		2,452.00
			2.7772 times	2,452.00	6,809.69
			1.12 times	6,809.69	7,626.85
Total Labor					7,626.85

Reimbursable Expenses

TRAVEL-REIMB					
EX 0020906	1/15/2016	Ferguson, Richard / MILEAGE			169.75
Total Reimbursables			1.0 times	169.75	169.75
Total the Project					\$7,796.60
Total this Report					\$7,796.60

Detailed Expense Report

Thursday, February 25, 2016

11:32:58 AM

Pickering

Employee 01908 Ferguson, Richard C.

Signed _____

Approved _____

Posted

Profit Center 07:E4:84

Expense Report: EXPENSE REPORT 01.18.16

Report Date: 1/18/2016

Date	Category	Description	Project	Task	Bill	Account	Amount
1/15/2016	ENTERTAINM ENT	LUNCH	24494.01	001	<input type="checkbox"/>	683.00	55.76
Business Reason: PROJECT MEETING		City of Diamondhead Traffic Study		Each Person: R. FERGUSON M. WARKENTIN			
1/15/2016	MILEAGE	MILEAGE	24494.01	001	<input checked="" type="checkbox"/>	582.00	169.75
Business Reason: PROJECT MEETING		City of Diamondhead Traffic Study		Travel From/To: ROUNDTRIP FLOWOOD TO BILOXI			
1/15/2016	VEHICLE OPERATING EXPENSE (COMPANY AUTO)		90384.00		<input type="checkbox"/>	761.00	(169.75)
		ADMIN - CENTRAL MS TRANSPORTATION					
						Total Expenses	55.76
						Amount Advanced	
						Total Due	55.76

Agenda Item 2016-111



5000 Diamondhead Circle • Diamondhead, MS 39525-3260
Phone: 228.222.4626 Fax: 228.222.4390
www.diamondhead.ms.gov

June 15, 2016

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

RE: Kiko Street Drainage – Final Payment, Summary Change Order and Close Out

Attached for your review and approval is Final Pay Application No. 3 in the amount of \$2,490.31 to J.E. Talley Construction, Inc. for the Kiko Street Drainage Project. Also for your approval is the Summary of Change Order reflecting \$2,500.00 project cost reduction as well as the close out documents including substantial completion and release of liens.

If your review finds the documents to be in order, please proceed with approval. Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink that reads 'Clovis Reed'. The signature is written in a cursive style with a large, prominent 'C' at the beginning.

Clovis Reed
City Manager

CR:jk

attachments

SEYMOUR ENGINEERING

Civil Engineers and Professional Land Surveyors



925 Tommy Munro Drive, Suite G
Biloxi, Mississippi 39532
Phone: 228-385-2350
Fax: 228-385-2353
Toll Free: 888-385-2350

June 13, 2016

Mr. Clovis Reed
City Manager
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 38525

**Re: Diamondhead Drainage Project – Kiko street
Pay Request No 3 (Final)**

Dear Mr. Reed:

Enclosed you will find Final Pay Request No. 3 for the above referenced project. The work has been performed and is acceptable. I have also attached the close out documents including the Release of Liens, the Warranty, the Summary Change Order, the Certificate of Substantial Completion and the Consent of Surety. We recommend to the City of Diamondhead, that JE Talley Construction, Inc. be paid the requested amount of \$2,490.31.

Please sign and return a copy of the Summary Change Order and Substantial Completion forms for our records.

Respectfully submitted,

SEYMOUR ENGINEERING

Sincerely
SEYMOUR ENGINEERING

A handwritten signature in black ink that reads "Roland J. 'Joey' Diaz, Jr." in a cursive style.

Roland J. "Joey" Diaz, Jr., P.E. (MS 18669)
Project Engineer

Cc: Mr. Richard Sullivan, Mr. David Rivers, Ms. Jeannie Klein

PAYMENT APPLICATION

TO: City of Diamondhead 5000 Diamondhead Circle Diamondhead, MS 39525 Attn:	PROJECT NAME AND LOCATION: Kiko St Drainage Improvements Drainage Improvements to Kiko Street 5000 Diamondhead Circle Diamondhead, MS 39525	APPLICATION # 3 Final Distribution to: PERIOD THRU: 04/29/2016 PROJECT #s: DATE OF CONTRACT: 02/01/2016	<input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR
FROM: JE Talley Construction Inc 1711 Propsect Avenue Pascagoula, MS 39567	ARCHITECT: Seymour Engineering 925 Tommy Munro, Suite G Biloxi MS 39532		
FOR:			

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT	\$49,903.10
2. SUM OF ALL CHANGE ORDERS	(\$2,500.00)
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$47,403.10
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$47,403.11
5. RETAINAGE:	
a. 0.00% of Completed Work (Columns D + E on Continuation Page)	\$0.00
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$0.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$47,403.11
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$44,912.80
8. PAYMENT DUE	\$2,490.31
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	(\$0.01)

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	(\$2,500.00)
TOTALS	\$0.00	(\$2,500.00)
NET CHANGES	(\$2,500.00)	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: JE Talley Construction Inc

By: Joseph E. Talley Jr. Date: 5-9-16
Joseph E. Talley Jr, Vice President

State of: Mississippi
County of: Jackson

Subscribed and sworn to before me this 9th day of May 2016

Notary Public: Mary L. Johnson
My Commission Expires: 12-24-2019



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... 2,490.31

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ENGINEER ARCHITECT: Roland J. Dyer Jr. Date: 6/10/16

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

PROJECT: Kiko St Drainage Improvements
 Drainage Improvements to Kiko Street.

APPLICATION #: 3 Final
 DATE OF APPLICATION: 04/29/2016
 PERIOD THRU: 04/29/2016
 PROJECT #s:

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP (G / C)	I BALANCE TO COMPLETION (C-G)	L RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	Mobilization \$4,235.00 PER Lump Sum	1.00	\$4,235.00	\$4,235.00	0.00	\$0.00	\$4,235.00	100%	\$0.00	
2	Saw Cut Asphalt \$6.05 PER Ln. Ft	80.00	\$484.00	\$484.00	0.00	\$0.00	\$484.00	100%	\$0.00	
3	Asphalt Removal \$8.47 PER Sq. Ft.	140.00	\$1,185.80	\$1,185.80	0.00	\$0.00	\$1,185.80	100%	\$0.00	
4	Remove 18" CMP \$18.15 PER Ln. Ft	20.00	\$363.00	\$363.00	0.00	\$0.00	\$363.00	100%	\$0.00	
5	Remove Drop Inlet \$605.00 PER Each	1.00	\$605.00	\$605.00	0.00	\$0.00	\$605.00	100%	\$0.00	
6	Clear and Grub Ditch \$3.63 PER Sq. Ft.	600.00	\$2,178.00	\$2,178.00	0.00	\$0.00	\$2,178.00	100%	\$0.00	
7	24" HDPE Pipe \$42.35 PER Ln. Ft	28.00	\$1,185.80	\$1,185.80	0.00	\$0.00	\$1,185.80	100%	\$0.00	
8	36" HDPE Pipe \$60.50 PER Ln. Ft	44.00	\$2,662.00	\$2,662.00	0.00	\$0.00	\$2,662.00	100%	\$0.00	
9	24" Drop Inlet \$2,420.00 PER Each	1.00	\$2,420.00	\$2,420.00	0.00	\$0.00	\$2,420.00	100%	\$0.00	
10	15"x5" Cast In Place Catch Basin \$9,680.00 PER Each	1.00	\$9,680.00	\$9,680.00	0.00	\$0.00	\$9,680.00	100%	\$0.00	
	SUB-TOTALS		\$24,998.60	\$24,998.60	\$0.00	\$0.00	\$24,998.60	100%	\$0.00	

CONTINUATION PAGE

PROJECT: Kiko St Drainage Improvements
 Drainage Improvements to Kiko Street

APPLICATION #: 3 Final
 DATE OF APPLICATION: 04/29/2016
 PERIOD THRU: 04/29/2016
 PROJECT #s:

Payment Application containing Contractor's signature is attached.

A. ITEM #	B. WORK DESCRIPTION	C. SCHEDULED AMOUNT		D. COMPLETED WORK		F. STORED MATERIALS (NOT IN D OR E)	G. TOTAL COMPLETED AND STORED (D + E + F)	H. % COMP (G / C)	I. BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
		QTY	\$AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
11	Concrete headwall \$5,445.00 PER Each	2.00	\$10,890.00	2.00	0.00	0.00	\$10,890.00	100%	\$0.00	
12	Rip Rap for Erosion Control \$78.65 PER Tons	15.00	\$1,179.75	15.00	0.00	0.00	\$1,179.75	100%	\$0.00	
13	Size II Stabilizer Pipe Bedding \$78.65 PER Cu. Yd.	30.00	\$2,359.50	30.00	0.00	0.00	\$2,359.51	100%	(\$0.01)	
14	610 Limestone Asphalt Base \$78.65 PER Cu. Yd.	5.00	\$393.25	5.00	0.00	0.00	\$393.25	100%	\$0.00	
15	Asphalt paving-4" BC-2 \$36.30 PER Sq. Yd.	20.00	\$726.00	20.00	0.00	0.00	\$726.00	100%	\$0.00	
16	Asphalt Paving-1.5" Sc-1 \$36.30 PER Sq. Yd.	20.00	\$726.00	20.00	0.00	0.00	\$726.00	100%	\$0.00	
17	Traffic Control \$3,630.00 PER Lump Sum	1.00	\$3,630.00	1.00	0.00	0.00	\$3,630.00	100%	\$0.00	
18	Construction Contingency Allowance \$5,000.00 PER Lump Sum	1.00	\$5,000.00	1.00	0.00	0.00	\$5,000.00	100%	\$0.00	
19	Contingency Allowance Refunded (\$2,500.00) PER Lump Sum	1.00	(\$2,500.00)	0.00	1.00	0.00	(\$2,500.00)	100%	\$0.00	
TOTALS			\$47,403.10	\$49,903.11	(\$2,500.00)	\$0.00	\$47,403.11	100%	(\$0.01)	

**CONTRACTOR'S AFFIDAVIT OF
RELEASE OF LIENS**

AIA Document G706A
(Instructions on reverse side)

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

TO OWNER:
(Name and address)

City Of Diamondhead, MS
500 Diamondhead Circle
Diamondhead, MS

ARCHITECT'S PROJECT NO.: 13-070,04

CONTRACT FOR:

PROJECT:
(Name and address)

Drainage Improvements Kiko Street

CONTRACT DATED: 2/1/2016

STATE OF: Mississippi
COUNTY OF: Jackson

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: None

SUPPORTING DOCUMENTS ATTACHED HERETO:

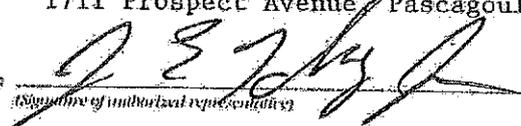
1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

No Subcontractors used.

All Material Suppliers have been paid in full.

CONTRACTOR:
(Name and address)

JE Talley Construction Inc
1711 Prospect Avenue, Pascagoula, MS 39567

BY: 
(Signature of authorized representative)

Joseph E. Talley, Jr Vice President
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public: Mary L. Johnson

My Commission Expires: 12/26/2019

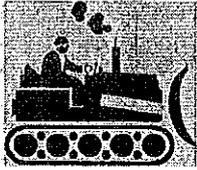


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AIA DOCUMENT G706A • CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS • 1994 EDITION • AIA • ©1994 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, NW, WASHINGTON, D.C. 20006-3392 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

G706A-1994



JE Talley Construction, Inc.

1711 Prospect Avenue

Pascagoula, MS 39567-4445

Telephone 228-762-0754

FAX 228-769-6958

GENERAL WARRANTY FORM

DATE: May 9, 2016

JE Talley Construction, Inc warrants all material and workmanship incorporated in the project and improvements known as:

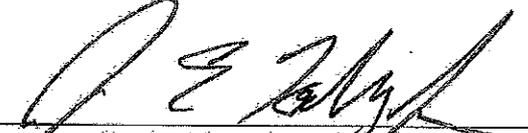
Drainage Improvements to Kiko Street located at
Kiko Street, Diamondhead, MS

against defects due to faulty workmanship or negligence for a period of twelve (12) months from the DATE OF SUBSTANTIAL COMPLETION (or for such longer periods as may be designated in the plans and specifications).

This document, hereinafter call the "General Warranty Form", is binding where defects occur due to normal usage conditions and does not cover willful and malicious damage, damages caused by Acts of God, or other casualties.

JE Talley Contracting, Inc.

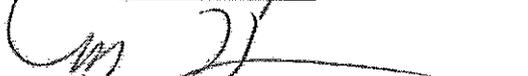
Subcontractor



Joseph E. Talley, Jr. Vice President

State Of Mississippi
County of Jackson

Sworn to and subscribed before me this 9th day of May, 2016



Notary Public

My Commission Expires: 12-24-2019



SUMMARY CHANGE ORDER

PROJECT: Diamondhead Drainage Project
Kiko Street

CHANGE ORDER NUMBER: 1

DATE: June 6, 2016

To Contractor:

CONTRACT PROJECT NO: _____

CONTRACT DATE: Feb 1, 2016

CONTRACT FOR: _____

The Contract is changed as follows:

This is a Summary Change Order that decreases the contract amount by \$2,500.00. The decrease is due to the portion of the built-in contingency that was not used.

TOTAL THIS CHANGE ORDER

Not valid until signed by the Owner, Engineer and Contractor.

The original Contract Sum	\$ 49,903.10
Net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 43,903.10
The Contract Sum will be <u>decreased</u> by the amount of	\$ (2,500.00)
The new Contract Sum including this Change Order will be	\$ 47,403.10

The Contract Time will be the same 120 days.

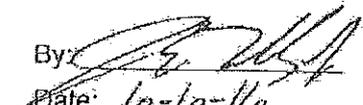
The Date of Substantial Completion as of the date of this Change Order therefore is

May 28, 2016

CONTRACTOR

ENGINEER

OWNER

By: 

By: Rolando Q. Diaz

By: _____

Date: 6-10-16

Date: 6/10/16

Date: _____

Certificate of Substantial Completion

Project: Diamondhead Drainage Project -- Kiko Street	Owner: City of Diamondhead, MS	Owner's Contract No.:
Contract: Diamondhead Drainage Project Kiko Street		Date of Contract: 2-1-2015
Contractor: JE Talley Construction, Inc.		Engineer's Project No.: 13-070.04

This [tentative] [definitive] Certificate of Substantial Completion applies to:

- All Work under the Contract Documents: The following specified portions:

June 01, 2016

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A. [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

<i>Robert J. Dwyer</i>	
Executed by Engineer	7/28/2016
	Date
Accepted by Contractor	6-13-16
Accepted by Owner	Date

**CONSENT OF SURETY
TO FINAL PAYMENT**

ALA Document G707

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

Bond No. 4389510

TO OWNER:
(Name and address)

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

PROJECT:
(Name and address)

Drainage Improvements Kiko Street, Diamondhead, MS

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Same as Below

CONTRACT DATED: December 15, 2015

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

SureTec Insurance Company
1330 Post Oak Boulevard, Suite 1100
Houston, TX 77056

, SURETY,

on bond of
(Insert name and address of Contractor)

JE Talley Construction, Inc.
1711 Prospect Avenue
Pascagoula, MS 39567

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: May 6, 2016
(Insert in writing the month followed by the numeric date and year.)

SureTec Insurance Company

(Surety)

By:

(Signature of authorized representative)

Stephen Wesley Price, Jr. Attorney-in-Fact

(Printed name and title)

Resident MS Agent Bottrell Insurance

Attest:
(Seal):

Peggy Jackson

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Brody Eric Buckley, Angela Bullie, Trina Cobb, Peggy L. Jackson, Linda D. Whittington, Stephen Wesley Price, Jr., Amanda Jean Charfauros its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

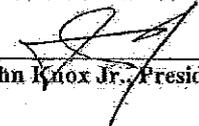
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 26th day of May, A.D. 2015

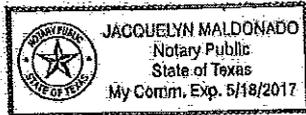
SURETEC INSURANCE COMPANY

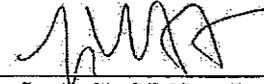
By: 
John Knox Jr., President



State of Texas ss:
County of Harris

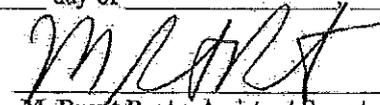
On this 26th day of May, A.D. 2015 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this day of MAY 06 2016, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.