


Department of Engineering  
Dan Gaillet, P.E., County Engineer

3137 South Liberty Street, Canton, MS 39046  
Office (601) 790-2525 FAX (601) 859-3430

MEMORANDUM

May 15, 2018

To: Sheila Jones, Supervisor, District I  
Trey Baxter, Supervisor, District II  
Gerald Steen, Supervisor, District III  
David Bishop, Supervisor, District IV  
Paul Griffin, Supervisor, District V

From: Dan Gaillet, P.E.   
County Engineer

Re: Completion of Project  
Tisdale Road Improvements

The Engineering Department is requesting that the Board approve Tisdale Road Improvements Change Order #1 to decrease Hemphill Construction Company's Contract by \$44,044.49 and the No. 6 Final Payment in the amount of \$13,740.48.

The Engineering Department also recommends the authorization for the Madison County Chancery Clerk to release the Certificate of Deposit.

**CONTRACT CHANGE ORDER**

OWNER: Madison County Board of Supervisors

CONTRACTOR: Hemphill Construction Company, Inc.

DATE: 04/09/2018 LOAN NUMBER: N/A

CHANGE ORDER NUMBER: 1 CONTRACT NUMBER: N/A

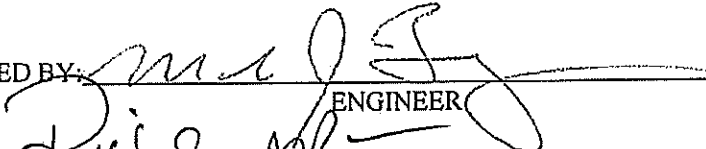
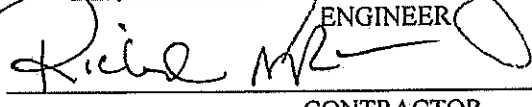
PROJECT NAME: Tisdale Road Improvements

REASON FOR CHANGE: FINAL QUANTITY ADJUSTMENTS

HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS:  
(USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNIT PRICE	EST. QTY	TOTAL CONTRACT
10	Removal of Asphalt Pavement All Depths	\$12.00	363.61	\$4,363.32
20	Removal of Pipe, 8" and above	\$14.00	-6.00	-\$84.00
30	Unclassified Excavation, FM, AH	\$15.00	321.00	\$4,815.00
40	Borrow Excavation, AH, FME, Class B9-6, Contractor Furnished	\$15.00	982.11	\$14,731.65
50	Excess Excavation, FM, AH	\$8.00	-463.81	-\$3,710.48
70	Topsoil for Slope Treatment, Contractor Furnished	\$13.00	-100.00	-\$1,300.00
80	Standard Ground Preparation	\$1.00	6360.00	\$6,360.00
110	Vegetative Materials for Mulch	\$250.00	0.60	\$150.00
120	Solid Sodding, Bermuda	\$3.75	2460.00	\$9,225.00
130	Ditch Liner	\$4.00	1.00	\$4.00
140	Watering	\$17.20	-150.00	-\$2,580.00
150	Armormax Anchored Reinforced Vegetation System	\$30.00	-2275.00	-\$68,250.00

170	Temporary Silt Fence	\$3.50	-211.95	-\$741.83
180	Wattles, 12"	\$6.00	-109.00	-\$654.00
190	Remove and Reset Riprap	\$32.00	30.00	\$960.00
200	Granular Material, AEA, Class 5, Group E	\$39.00	20.00	\$780.00
210	Size 610 Crushed Stone Base	\$65.00	359.35	\$23,357.75
220	Hot Mix Asphalt, MT, 19-MM Mixture	\$71.00	-211.39	-\$15,008.69
230	Hot Mix Asphalt, MT, 9.5-MM Mixture	\$81.00	-230.76	-\$18,691.56
240	Hot Mix Asphalt, MT, 9.5-MM Mixture Leveling	\$115.00	182.15	\$20,947.25
260	Asphalt for Tack Coat	\$3.50	503.76	\$1,763.16
270	Saw Cut, Full Depth	\$4.00	-287.00	-\$1,148.00
280	Class "B" Structural Concrete, Minor Structures	\$500.00	-6.00	-\$3,000.00
340	Temporary Traffic Stripe, Legend	\$4.00	-216.00	-\$864.00
350	Standard Roadside Construction Signs, Less than 10 Sq Ft	\$10.00	-115.13	-\$1,151.30
360	Standard Roadside Construction Signs, 10 Sq Ft or More	\$10.00	-252.50	-\$2,525.00
380	Barricades, Type III, Single Faced	\$20.00	-20.00	-\$400.00
390	Free Standing Plastic Drums	\$41.00	-164.00	-\$6,724.00
410	6" Thermoplastic Edge Stripe, Continuous White, 60-MIL	\$2,100.00	-0.04	-\$84.00
420	6" Thermoplastic Traffic Stripe, Continuous Yellow, 60-MIL	\$2,000.00	-0.06	-\$120.00
430	6" Thermoplastic Detail Stripe, White, 6" Equivalent Length, 90-MIL	\$2.00	42.00	\$84.00
440	Thermoplastic Legend, White, 6" Equivalent Length, 120-MIL	\$2.50	340.00	\$850.00

450	Thermoplastic Legend, White, 120-MIL	\$4.50	1.40	\$6.30
460	Remove and Reset Signs, Ground Mounted	\$100.00	-2.00	-\$200.00
480	Loose Riprap, Size 200	\$65.50	-71.69	-\$4,695.70
490	Geotextile Under Riprap	\$3.00	-169.79	-\$509.37
<b>TOTAL CONTRACT CHANGE</b>				
				<b>TOTAL</b>
ORIGINAL CONTRACT AMOUNT:				
CURRENT CONTRACT AMOUNT:				\$940,951.00
THIS CONTRACT CHANGE:				-\$ 44,044.49
REVISED CONTRACT AMOUNT:				\$896,906.51
CURRENT CONTRACT COMPLETION DATE:				2/23/18
TIME EXTENSION REQUIRED BY CHANGE:				29
REVISED CONTRACT COMPLETION DATE:				3/24/18
<p>THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY. BY SIGNING THIS CONTRACT CHANGE ORDER, THE CONTRACTOR AGREES THAT NO ADDITIONAL CLAIMS CAN BE MADE FOR THE CONDITIONS THAT NECESSITATED THIS CHANGE ORDER.</p>				
RECOMMENDED BY:				5/14/18
	ENGINEER			DATE
ACCEPTED BY:				5/14/18
	CONTRACTOR			DATE
APPROVED BY:	_____			_____
	OWNER			DATE

TB reviewed

engineers

planners

surveyors

environmental  
scientists

landscape  
architects

May 9, 2018

N-S Project No. 14170.000.001

Mr. Dan Gaillet, P.E.  
Road Manager  
Madison County  
P.O. Box 608  
Canton, MS 39110

REF: TISDALE ROAD IMPROVEMENTS – CONTRACTOR’S PAY ESTIMATE NO. 6  
(FINAL)

Dear Dan:

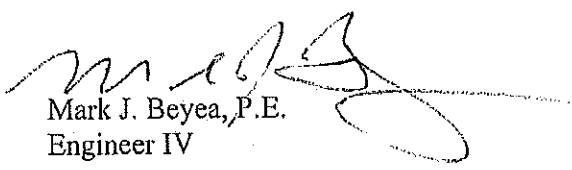
Enclosed are three counterparts of the Contractor’s sixth and final pay estimate for the referenced project. We have reviewed the estimate and concur with the contractor’s assessment of progress. We recommend payment of the amount shown on the estimate.

Also enclosed are letters indicating the Contractor’s release of liens against the project and the consent of the Contractor’s surety to issuance of the final payment.

Please call me if you have questions at 601-898-8118.

Sincerely,

NEEL-SCHAFFER, INC.

  
Mark J. Beyea, P.E.  
Engineer IV

MJB: ap

pc: Brandon Brown, Hemphill Construction Co., Inc.  
Stan Wright, Neel-Schaffer, Inc.



STATE FOR PAYMENT, containing  
is attached  
to stated to the nearest dollar.  
re variable retainage for line items may apply.

PROJECT NAME: Tisdale Road Improvements  
PROJECT NUMBER: NA  
HCC PROJECT NUMBER: H17124

CONTRACT DATE: 10/16/17  
NOTICE TO PROCEED: 11/01/17  
EXPECTED COMPLETION DATE: 03/25/18

APPLICATION NUMBER: 6 & Final  
APPLICATION DATE: 5/8/18  
APPLICATION PERIOD: 04/01/18 04/05/18  
CALENDAR DAYS: 5

DESCRIPTION OF WORK	#UNITS	UNITS OF MEASURE	UNIT PRICE	SCHEDULED VALUE (#UNITS*U-PRICE)	TOTAL WORK IN UNITS			TOTAL WORK VALUE			MATERIALS PRESENTLY STORED (NOT IN E1 OR E2)	TOTAL COMPLETED AND STORED TO DATE (E1+E2+E3)	% (G/C)	BALANCE TO FINISH - UNITS	BALANCE TO FINISH - VALUE	RETAINAGE IF APPL. 0%
					D1	D2	D3	E1	E2	E3						
					COMPLETED TO DATE (D2+D3)	COMPLETED PREVIOUS APPL.	COMPLETED THIS PERIOD	COMPLETED PREVIOUS APPL.	COMPLETED THIS PERIOD	COMPLETED THIS PERIOD						
Tisdale Road Improvements																
Removal of Asphalt Pavement, All Depths	5,500.00	SY	\$ 12.00	\$ 66,000.00	5,863.61	5,863.61	-	\$ 70,363.32	\$ -	-	\$ 70,363.32	106.6%	(363.61)	\$ (4,363.32)	\$ -	
Removal of Pipe, 6" and Above	130.00	LF	\$ 14.00	\$ 1,820.00	124.00	124.00	-	\$ 1,736.00	\$ -	-	\$ 1,736.00	95.4%	6.00	\$ 84.00	\$ -	
Unclassified Excavation, FM, AH	100.00	CY	\$ 15.00	\$ 1,500.00	421.00	421.00	-	\$ 6,315.00	\$ -	-	\$ 6,315.00	421.0%	(321.00)	\$ (4,815.00)	\$ -	
Borrow Excavation, AH, FME, Class B9-6, Contractor Furnished	4,300.00	CY	\$ 15.00	\$ 64,500.00	5,282.11	5,282.11	-	\$ 79,231.65	\$ -	-	\$ 79,231.65	122.8%	(962.11)	\$ (14,731.65)	\$ -	
Excess Excavation, FM, AH	6,360.00	CY	\$ 8.00	\$ 50,880.00	5,896.19	5,896.19	-	\$ 47,169.52	\$ -	-	\$ 47,169.52	92.7%	463.81	\$ 3,710.48	\$ -	
Structure Excavation	50.00	CY	\$ 20.00	\$ 1,000.00	50.00	50.00	-	\$ 1,000.00	\$ -	-	\$ 1,000.00	100.0%	-	\$ -	\$ -	
Topsoil for Slope Treatment, Contractor Furnished	100.00	CY	\$ 13.00	\$ 1,300.00	-	-	-	\$ -	\$ -	-	\$ -	0.0%	100.00	\$ 1,300.00	\$ -	
Standard Ground Preparation	900.00	SY	\$ 1.00	\$ 900.00	7,260.00	7,260.00	-	\$ 7,260.00	\$ -	-	\$ 7,260.00	806.7%	(6,360.00)	\$ (6,360.00)	\$ -	
Agricultural Limestone	1.00	TON	\$ 100.00	\$ 100.00	1.00	1.00	-	\$ 100.00	\$ -	-	\$ 100.00	100.0%	-	\$ -	\$ -	
Combination Fertilizer, 13-13-13	0.50	TON	\$ 1,300.00	\$ 650.00	0.50	0.50	-	\$ 650.00	\$ -	-	\$ 650.00	100.0%	-	\$ -	\$ -	
Vegetative Materials for Mulch	1.00	TON	\$ 250.00	\$ 250.00	1.80	1.80	-	\$ 400.00	\$ -	-	\$ 400.00	160.0%	(0.60)	\$ (150.00)	\$ -	
Soil Sodding, Bermuda	900.00	SY	\$ 3.75	\$ 3,375.00	3,360.00	3,360.00	-	\$ 12,600.00	\$ -	-	\$ 12,600.00	373.3%	(2,450.00)	\$ (9,225.00)	\$ -	
Ditch Liner	2,770.00	SY	\$ 4.00	\$ 11,080.00	2,771.00	2,771.00	-	\$ 11,084.00	\$ -	-	\$ 11,084.00	100.0%	(1.00)	\$ (4.00)	\$ -	
Watering	150.00	KGAL	\$ 17.20	\$ 2,580.00	-	-	-	\$ -	\$ -	-	\$ -	0.0%	150.00	\$ 2,580.00	\$ -	
Armonmax Anchored Reinforced Vegetation System	2,275.00	SY	\$ 30.00	\$ 68,250.00	-	-	-	\$ -	\$ -	-	\$ -	0.0%	2,275.00	\$ 68,250.00	\$ -	
Grassing	1.50	ACRE	\$ 1,300.00	\$ 1,950.00	1.50	1.50	-	\$ 1,950.00	\$ -	-	\$ 1,950.00	100.0%	-	\$ -	\$ -	
Temporary Silt Fence	625.00	LF	\$ 3.50	\$ 2,187.50	413.05	13.00	400.05	\$ 45.50	\$ 1,400.18	-	\$ 1,445.68	66.1%	211.95	\$ 741.83	\$ -	
Wattles, 12"	615.00	LF	\$ 6.00	\$ 3,690.00	506.00	360.00	146.00	\$ 2,150.00	\$ 876.00	-	\$ 3,036.00	82.3%	109.00	\$ 654.00	\$ -	
Remove and Reset Riprap	90.00	CY	\$ 32.00	\$ 2,880.00	120.00	120.00	-	\$ 3,840.00	\$ -	-	\$ 3,840.00	133.3%	(30.00)	\$ (960.00)	\$ -	
Granular Material, AEA, Class 5, Group E	800.00	CY	\$ 39.00	\$ 31,200.00	820.00	780.00	40.00	\$ 30,420.00	\$ 1,560.00	-	\$ 31,980.00	102.5%	(20.00)	\$ (780.00)	\$ -	
Size 610 Crushed Stone Base	1,235.00	TON	\$ 65.00	\$ 80,275.00	1,594.35	1,594.35	-	\$ 103,632.75	\$ -	-	\$ 103,632.75	129.1%	(359.35)	\$ (23,357.75)	\$ -	
Hot Mix Asphalt, MT, 19-MM Mixture	1,510.00	TON	\$ 71.00	\$ 107,210.00	1,298.61	1,298.61	-	\$ 92,201.31	\$ -	-	\$ 92,201.31	86.0%	211.39	\$ 15,008.69	\$ -	

NOTE FOR PAYMENT, containing is attached  
 is stated to the nearest dollar.  
 re variable retainage for line items may apply.

PROJECT NAME: Tisdale Road Improvements  
 PROJECT NUMBER: NA  
 HCC PROJECT NUMBER: HT124

CONTRACT DATE: 10/16/17  
 NOTICE TO PROCEED: 11/01/17  
 EXPECTED COMPLETION DATE: 03/25/18  
 CONTRACT DAYS: 144

APPLICATION NUMBER: 6 & Final  
 APPLICATION DATE: 5/8/18  
 APPLICATION PERIOD: 04/01/18 - 04/05/18  
 CALENDAR DAYS: 5

DESCRIPTION OF WORK	#UNITS	UNITS OF MEASURE	UNIT PRICE	SCHEDULED VALUE (#UNITS*U-PRICE)	TOTAL WORK IN UNITS			TOTAL WORK VALUE		MATERIALS PRESENTLY STORED (NOT IN E1 OR E2)	TOTAL COMPLETED AND STORED TO DATE (E1+E2+F)	% (G/C)	BALANCE TO FINISH - UNITS	BALANCE TO FINISH - VALUE	RETAINAGE IF APPL. 0%
					COMPLETED TO DATE (D2+D3)	COMPLETED PREVIOUS APPL	COMPLETED THIS PERIOD	COMPLETED PREVIOUS APPL	COMPLETED THIS PERIOD						
Hot Mix Asphalt, MT, 9.5-MM Mixure	2,810.00	TON	\$ 81.00	\$ 227,610.00	2,579.24	2,579.24	-	\$ 208,918.44	\$ -	-	\$ 208,918.44	91.8%	230.76	\$ 18,691.56	\$ -
Hot Mix Asphalt, MT, 9.5-MM Leveling	500.00	TON	\$ 115.00	\$ 57,500.00	682.15	682.15	-	\$ 78,447.25	\$ -	-	\$ 78,447.25	136.4%	(182.15)	\$ (20,947.25)	\$ -
Cold Milling of Bituminous Pavements, 1.5" Depth	400.00	SY	\$ 8.50	\$ 3,400.00	400.00	400.00	-	\$ 3,400.00	\$ -	-	\$ 3,400.00	100.0%	-	\$ -	\$ -
Asphalt for Tack Coat	1,050.00	GAL	\$ 3.50	\$ 3,675.00	1,553.76	1,553.76	-	\$ 5,438.16	\$ -	-	\$ 5,438.16	148.0%	(503.76)	\$ (1,763.16)	\$ -
Saw Cut, Full Depth	2,695.00	LF	\$ 4.00	\$ 10,780.00	2,408.00	2,408.00	-	\$ 9,632.00	\$ -	-	\$ 9,632.00	89.4%	287.00	\$ 1,148.00	\$ -
Class "B" Structural Concrete, Minor Structures	8.00	CY	\$ 500.00	\$ 4,000.00	2.00	-	2.00	\$ -	\$ 1,000.00	-	\$ 1,000.00	25.0%	6.00	\$ 3,000.00	\$ -
15" Reinforced Concrete Pipe, Class III	80.00	LF	\$ 28.00	\$ 2,240.00	80.00	80.00	-	\$ 2,240.00	\$ -	-	\$ 2,240.00	100.0%	-	\$ -	\$ -
30" Reinforced Concrete Pipe, Class III	32.00	LF	\$ 56.50	\$ 1,808.00	32.00	32.00	-	\$ 1,808.00	\$ -	-	\$ 1,808.00	100.0%	-	\$ -	\$ -
30" Reinforced Concrete End Section	2.00	EA	\$ 950.00	\$ 1,900.00	2.00	2.00	-	\$ 1,900.00	\$ -	-	\$ 1,900.00	100.0%	-	\$ -	\$ -
15" Reinforced Concrete End Section	4.00	EA	\$ 625.00	\$ 2,500.00	4.00	4.00	-	\$ 2,500.00	\$ -	-	\$ 2,500.00	100.0%	-	\$ -	\$ -
Maintenance of Traffic	1.00	LS	\$ 10,000.00	\$ 10,000.00	1.00	0.90	0.10	\$ 9,000.00	\$ 1,000.00	-	\$ 10,000.00	100.0%	-	\$ -	\$ -
Temporary Traffic Stripe, Legend	216.00	LF	\$ 4.00	\$ 864.00	-	-	-	\$ -	\$ -	-	\$ -	0.0%	216.00	\$ 864.00	\$ -
Standard Roadside Construction Signs, Less Than 10 Square Feet	367.00	SF	\$ 10.00	\$ 3,670.00	251.87	251.87	-	\$ 2,518.70	\$ -	-	\$ 2,518.70	68.6%	115.13	\$ 1,151.30	\$ -
Standard Roadside Construction Signs, 10 Square Feet or More	629.00	SF	\$ 10.00	\$ 6,290.00	376.50	376.50	-	\$ 3,765.00	\$ -	-	\$ 3,765.00	59.9%	252.50	\$ 2,525.00	\$ -
Changeable Message Sign	5.00	EA	\$ 3,330.00	\$ 16,650.00	5.00	5.00	-	\$ 16,650.00	\$ -	-	\$ 16,650.00	100.0%	-	\$ -	\$ -
Barricades, Type III, Single Faced	152.00	LF	\$ 20.00	\$ 3,040.00	132.00	60.00	72.00	\$ 1,200.00	\$ 1,440.00	-	\$ 2,640.00	86.8%	20.00	\$ 400.00	\$ -
Free Standing Plastic Drums	284.00	EA	\$ 41.00	\$ 11,644.00	120.00	-	120.00	\$ -	\$ 4,920.00	-	\$ 4,920.00	42.3%	164.00	\$ 6,724.00	\$ -
Mobilization	1.00	LS	\$ 40,203.00	\$ 40,203.00	1.00	1.00	-	\$ 40,203.00	\$ -	-	\$ 40,203.00	100.0%	-	\$ -	\$ -
6" Thermoplastic Edge Stripe, Continuous White, 60-MIL	2.70	MI	\$ 2,100.00	\$ 5,670.00	2.66	2.65	-	\$ 5,586.00	\$ -	-	\$ 5,586.00	98.5%	0.04	\$ 84.00	\$ -
6" Thermoplastic Traffic Stripe, Continuous Yellow, 60-MIL	2.71	MI	\$ 2,000.00	\$ 5,420.00	2.65	2.65	-	\$ 5,300.00	\$ -	-	\$ 5,300.00	97.8%	0.06	\$ 120.00	\$ -
6" Thermoplastic Detail Stripe, White, 6" Equivalent Length, 90-MIL	363.00	LF	\$ 2.00	\$ 726.00	405.00	405.00	-	\$ 810.00	\$ -	-	\$ 810.00	111.6%	(42.00)	\$ (84.00)	\$ -
Thermoplastic Legend, White, 6" Equivalent Length, 120-MIL	344.00	LF	\$ 2.50	\$ 860.00	684.00	684.00	-	\$ 1,710.00	\$ -	-	\$ 1,710.00	198.8%	(340.00)	\$ (850.00)	\$ -
Thermoplastic Legend, White, 120-MIL	163.00	SF	\$ 4.50	\$ 733.50	164.40	164.40	-	\$ 739.80	\$ -	-	\$ 739.80	100.9%	(1.40)	\$ (6.30)	\$ -



NOTE FOR PAYMENT, containing is attached to be stated to the nearest dollar. re variable retainage for line items may apply.

PROJECT NAME: Tisdale Road Improvements CONTRACT DATE: 10/16/17 APPLICATION NUMBER: 6 & Final

PROJECT NUMBER: NA NOTICE TO PROCEED: 11/01/17 APPLICATION DATE: 5/6/18

HGC PROJECT NUMBER: H17124 EXPECTED COMPLETION DATE: 03/25/18 APPLICATION PERIOD: 04/01/18 04/05/18

CONTRACT DAYS: 144 CALENDAR DAYS: 5

DESCRIPTION OF WORK	#UNITS	UNITS OF MEASURE	UNIT PRICE	SCHEDULED VALUE (#UNITS*U-PRICE)	TOTAL WORK IN UNITS			TOTAL WORK VALUE		MATERIALS PRESENTLY STORED (NOT IN E1 OR E2)	TOTAL COMPLETED AND STORED TO DATE (E1+E2+E3)	% (G/C)	BALANCE TO FINISH - UNITS	BALANCE TO FINISH - VALUE	RETAINAGE IF APPL 0%
					D1 COMPLETED TO DATE (D2+D3)	D2 COMPLETED PREVIOUS APPL	D3 COMPLETED THIS PERIOD	E1 COMPLETED PREVIOUS APPL	E2 COMPLETED THIS PERIOD						
Remove and Reset Signs, Ground Mounted	2.00	EA	\$ 100.00	\$ 200.00	-	-	-	\$ -	\$ -	-	\$ -	0.0%	2.00	\$ 200.00	\$ -
Roadway Construction Stakes	1.00	LS	\$ 10,000.00	\$ 10,000.00	1.00	0.90	0.10	\$ 9,000.00	\$ 1,000.00	-	\$ 10,000.00	100.0%	-	\$ -	\$ -
Loose Riprap, Size 200	80.00	TON	\$ 65.50	\$ 5,240.00	8.31	-	8.31	\$ -	\$ 544.31	-	\$ 544.31	10.4%	71.69	\$ 4,695.70	\$ -
Geotextile Under Riprap	250.00	SY	\$ 3.00	\$ 750.00	80.21	80.21	-	\$ 240.63	\$ -	-	\$ 240.63	32.1%	169.79	\$ 509.37	\$ -
<b>PROJECT TOTALS</b>				\$ 940,951.00				\$ 883,166.03	\$ 13,740.48	\$ -	\$ 896,906.51	95.3%		\$ 44,044.49	\$ -

**CONTRACTOR'S CONDITIONAL RELEASE OF WAIVERS OF LIENS**

TO: Madison County Board of Supervisors  
C/O  
Neel-Schaffer  
125 S Congress Street, Suite 1100  
Jackson, MS 39201

Attn: Mark Beyea

We, the undersigned, are General Contractor furnishing services, labor, and/or material for:

Project: Tisdale Road Improvements

Draw/Application #: 6 Final

Applicable Period: 04/01/18 – 04/05/18

For good and valuable consideration, receipt of which is hereby acknowledged, we hereby acknowledge full payment for services rendered, work performed, and/or materials furnished with regard to the above project.

The undersigned warrants that all laborers and furnishers employed by them upon said project have been fully paid for all work performed.

It is further understood and agreed that our signature to this agreement constitutes a full release of all claims, a waiver of lien rights against said project, and an acknowledgment of payment in full for work performed.

WITNESS my signature this 8<sup>th</sup> day of May, 2018.

CONTINGENT ON PAYMENT OF \$13,740.48.

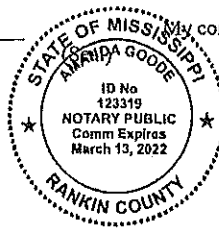
Hemphill Construction Company, Inc.

By: [Signature]  
Name: Brandon H. Brown  
Its: Project Manager

STATE OF MISSISSIPPI  
COUNTY OF Rankin

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8<sup>th</sup> day of May, 2018, within my jurisdiction, the within named Brandon H. Brown, who acknowledged that he is Project Manager of Hemphill Construction Company, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

[Signature]  
(NOTARY PUBLIC)



My commission expires: March 13, 2022

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

TO OWNER:  
Madison County Board of Supervisors  
C/O  
Neel-Schaffer  
125 S Congress Street, Suite 1100  
Jackson, MS 39201

Attn: Mark Beyea

PROJECT NAME: Tisdale Road Improvements

PROJECT ADDRESS: Madison County, MS

ARCHITECT'S PROJECT NUMBER: NA

CONTRACT FOR: General Construction

CONTRACT DATED: October 16, 2017

STATE OF MISSISSIPPI  
COUNTY OF RANKIN

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 asset 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 Conditional Release or Waiver of Liens, conditional upon receipt of final payment.

CONTRACTOR:

Hemphill Construction Company, Inc.

BY: 

Authorized Representative

Brandon H. Brown, Project Manager  
Printed Name and Title

Subscribed and sworn to before me on this  
date: May 8, 2018



Amanda Goode  
Notary Public

My Commission Expires: March 13, 2022

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

AIA DOCUMENT G707

FEDERAL INSURANCE COMPANY BOND NO. 8245-68-75

PROJECT: Tisdale Road Improvements

TO (Owner)  
Madison County Board of Supervisors  
146 West North Street  
Canton MS 39046

ARCHITECT'S PROJECT NO.:  
CONTRACT FOR: SAME AS ABOVE  
CONTRACT DATE: October 3, 2017

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

**FEDERAL INSURANCE COMPANY**  
15 Mountain View Road  
Warren, New Jersey 07061-1615

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

**Hemphill Construction Company, Inc.**  
P O Drawer 879  
Florence, MS 39073-0879

, CONTRACTOR,

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

**Madison County Board of Supervisors**  
146 West North Street  
Canton MS 39046

, OWNER

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this 8 day of May, 2018.

**FEDERAL INSURANCE COMPANY**  
Surety Company

*Mary A. Goodin*  
Signature of Authorized Representative

Mary A. Goodin  
Title: Attorney In Fact

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF  
DEBTS AND CLAIMS, Current Edition

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ONE PAGE

FORM 15-10-87 (ED. 4-77)



**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Ronald L. Andrews, Mary A. Goodin and Susan G. Johnston** of Vicksburg, Mississippi

each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations. In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **15<sup>th</sup>** day of **July, 2014**.

*Dawn M. Chioros*  
Dawn M. Chioros, Assistant Secretary

*David B. Norris, Jr.*  
David B. Norris, Jr., Vice President



STATE OF NEW JERSEY  
County of Somerset

On this **16<sup>th</sup>** day of **July, 2014** before me, a Notary Public of New Jersey, personally came Dawn M. Chioros, is me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chioros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto attested by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR**  
**NOTARY PUBLIC OF NEW JERSEY**  
No. 2316885  
Commission Expires July 16, 2018

*Katherine J. Adelaar*  
Notary Public

**CERTIFICATION**

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- In- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chioros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct.
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **May 8, 2018**



*Dawn M. Chioros*  
Dawn M. Chioros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3639 e-mail: surety@chubb.com