

Department of Engineering
Tim Bryan, P.E., County Engineer

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

MEMORANDUM

January 6, 2022

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

From: Tim Bryan, P.E., PTOE
County Engineer

Re: Summary Change Order and H&M's Final Pay Application
Oakfield Boulevard Drainage Improvements

The Engineering Department requests that the Board approve the Summary Change Order reducing the cost of the contract by \$40,182.99 and H&M's Final Pay Application in the amount of \$31,678.34 for a total project cost of \$703,282.27



1076 Highland Colony Parkway
Suite 325
Ridgeland, MS 39157
TEL 601.825.3633
FAX 601.825.3650
www.GarverUSA.com

TRANSMITTAL

January 5, 2021

Tim Bryan, PE – County Engineer
Madison County, MS
3137 South Liberty Street
Canton, Mississippi 39046

Re: Contractor's Final Pay Application
Oakfield Boulevard Drainage Improvements

Dear Mr. Bryan:

Please find attached the Final Pay Application for the above referenced project. The total construction cost is \$706,951.51; however, the Contract Time was exceeded by 16 days and liquidated damages (\$8,000) minus the cost for utility delays (\$4330.76) totals in the amount of \$3669.24 which have been assessed in accordance with the Contract. Therefore, the new contract amount is \$703,282.27 and Garver recommends final payment in the amount of \$31,678.34

If you have any questions or need additional information, please give us a call at our office at 601-825-3633 or call me on my cell at 601-906-4364.

Sincerely,

GARVER

Wayne Black, PE
Project Manager

Project #: 20T32200

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
Madison County Board of Supervisors
146 West North Street
Canton, MS 39046
 FROM CONTRACTOR:
H&M Construction Company, LLC
PO Box 1025
Demopolis, AL 36732
 CONTRACT FOR: **Oakfield Boulevard Drainage Improvements**

PROJECT:
Oakfield Boulevard Drainage Improvements

AIA DOCUMENT G702

APPLICATION NO: **10 - Final**
REVISED w/ Final Change Order

PAGE ONE OF 3 PAGES

Distribution to:

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

PERIOD TO:

 PROJECT NO: **20.5307**

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.

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.

1. ORIGINAL CONTRACT SUM		\$	<u>562,046.00</u>
2. Net change by Change Orders		\$	<u>141,236.27</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)		\$	<u>703,282.27</u>
4. TOTAL COMPLETED & STORED TO		\$	<u>703,282.27</u>
DATE (Column G on G703)			
5. RETAINAGE:			
a. <u>5.0%</u> of Completed Work	\$	<u> </u>	
(Column D + E on G703)			
b. <u> </u> % of Stored Material	\$	<u>Included in above</u>	
(Column F on G703)			
Total Retainage (Lines 5a + 5b or			
Total in Column I of G703)	\$	<u>0.00</u>	
6. TOTAL EARNED LESS RETAINAGE		\$	<u>703,282.27</u>
(Line 4 Less Line 5 Total)			
7. LESS PREVIOUS CERTIFICATES FOR			
PAYMENT (Line 6 from prior Certificate)	\$	<u>671,603.93</u>	
8. CURRENT PAYMENT DUE	\$	<u>31,678.34</u>	
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	<u>0.00</u>	
(Line 3 less Line 6)			

CONTRACTOR: H&M Construction Company, LLC

By: Hamilton K. Hinton Date: 1/5/22

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$185,088.50	
Total approved this Month	\$0.00	(\$40,182.99)
LIQUIDATED DAMAGES		(\$8,000.00)
UTILITIES COST DELAY	\$4,330.76	
TOTALS	\$189,419.26	(\$48,182.99)
NET CHANGES by Change Order	\$141,236.27	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 10 - Final
 APPLICATION DATE: December 7, 2021
 PERIOD TO:
 ARCHITECT'S PROJECT NO: 19T30002

A ITEM NO.	B DESCRIPTION OF WORK	SCHEDULED QUANTITY	UNIT	UNIT PRICE	C SCHEDULED VALUE	D WORK COMPLETED				F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G QUANTITY COMPLETED AND STORED TO DATE	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)
						PREVIOUS QUANTITY	FROM PREVIOUS APPLICATION (D + E)	CURRENT QUANTITY	CURRENT TOTAL					
1	RELOCATION OF EXISTING LIGHT ASSEMBLIES	5	EA	\$490.00	\$2,450.00	0	\$0.00	0	\$0.00	\$0.00	0	\$0.00		\$2,450.00
2	8'X6' PRECAST CONCRETE BOX CULVERT	1	EA	\$74,000.00	\$74,000.00	1.00	\$74,000.00	0.00	\$0.00	\$0.00	1.00	\$74,000.00	100.00%	\$0.00
3	CLEARING AND GRUBBING	1	LS	\$7,200.00	\$7,200.00	1	\$7,200.00	0	\$0.00	\$0.00	1	\$7,200.00	100.00%	\$0.00
4	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	2,400	SY	\$6.00	\$14,400.00	2,404	\$14,424.00	0	\$0.00	\$0.00	2,404	\$14,424.00	100.17%	(\$24.00)
5	REMOVAL OF CURB AND GUTTER	1,451	LF	\$4.00	\$5,804.00	1,451	\$5,804.00	0	\$0.00	\$0.00	1,451	\$5,804.00	100.00%	\$0.00
6	REMOVAL OF INLET AND JUNCTION BOX	1	EA	\$545.00	\$545.00	1	\$545.00	0	\$0.00	\$0.00	1	\$545.00	100.00%	\$0.00
7	REMOVAL OF PIPE, 8" AND ABOVE	20	LF	\$14.00	\$280.00	20	\$280.00	0	\$0.00	\$0.00	20	\$280.00	100.00%	\$0.00
8	BORROW EXCAVATION, AH, LVM	621	CY	\$17.00	\$10,557.00	0	\$0.00	0	\$0.00	\$0.00	0	\$0.00		\$10,557.00
9	UNCLASSIFIED EXCAVATION, FM, AH	595	CY	\$10.00	\$5,950.00	595	\$5,950.00	0	\$0.00	\$0.00	595	\$5,950.00	100.00%	\$0.00
10	STRUCTURE EXCAVATION	452	CY	\$12.00	\$5,424.00	437	\$5,244.00	0	\$0.00	\$0.00	437	\$5,244.00	96.68%	\$180.00
11	SELECT BEDDING MATERIAL	203	CY	\$100.00	\$20,300.00	203	\$20,300.00	0	\$0.00	\$0.00	203	\$20,300.00	100.00%	\$0.00
12	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	8,982	SY	\$1.50	\$13,473.00	7,925	\$11,887.50	0	\$0.00	\$0.00	7,925	\$11,887.50	88.23%	\$1,585.50
13	TOPSOIL FOR SLOPE TREATMENT	130	CY	\$26.00	\$3,380.00	130	\$3,380.00	0	\$0.00	\$0.00	130	\$3,380.00	100.00%	\$0.00
14	SOLID SODDING	1,561	SY	\$7.00	\$10,927.00	1,561	\$10,927.00	0	\$0.00	\$0.00	1,561	\$10,927.00	100.00%	\$0.00
15	CONCRETE PAVED DITCH	16	CY	\$425.00	\$6,800.00	7	\$2,975.00	0	\$0.00	\$0.00	7	\$2,975.00	43.75%	\$3,825.00
16	TEMPORARY SILT FENCE	1,550	LF	\$3.50	\$5,425.00	1,550	\$5,425.00	0	\$0.00	\$0.00	1,550	\$5,425.00	100.00%	\$0.00
17	WATTLES, 20"	75	LF	\$5.00	\$375.00	75	\$375.00	0	\$0.00	\$0.00	75	\$375.00	100.00%	\$0.00
18	SANDBAGS	100	EA	\$55.00	\$5,500.00	100	\$5,500.00	0	\$0.00	\$0.00	100	\$5,500.00	100.00%	\$0.00
19	SIZE 610 CRUSHED STONE BASE	3,525	TN	\$45.00	\$158,625.00	3,994.50	\$179,752.50	0.00	\$0.00	\$0.00	3,994.50	\$179,752.50	113.32%	(\$21,127.50)
20	12.5mm, ST, ASPHALT PAVEMENT	217	TN	\$140.00	\$30,380.00	0	\$0.00	0	\$0.00	\$0.00	0	\$0.00		\$30,380.00
21	19mm, ST, ASPHALT PAVEMENT	695	TN	\$120.00	\$83,400.00	695	\$83,400.00	0.00	\$0.00	\$0.00	695.00	\$83,400.00	100.00%	\$0.00
22	ASPHALT FOR TACK COAT	197	GAL	\$3.50	\$689.50	99	\$344.75	0.00	\$0.00	\$0.00	98.5	\$344.75	50.00%	\$344.75
23	SAW CUT, FULL DEPTH	1,091	LF	\$7.00	\$7,637.00	122	\$854.00	0	\$0.00	\$0.00	122	\$854.00	11.18%	\$6,783.00
24	CLASS 'B' STRUCTURAL CONCRETE	35	CY	\$735.00	\$25,725.00	35.0	\$25,725.00	0.0	\$0.00	\$0.00	35.0	\$25,725.00	100.00%	\$0.00
25	REINFORCING STEEL	4,498	LBS	\$1.50	\$6,747.00	4,498	\$6,747.00	0	\$0.00	\$0.00	4,498	\$6,747.00	100.00%	\$0.00
26	CURB AND GUTTER, TYPE 1 MODIFIED	1,407	LF	\$19.00	\$26,733.00	1,407	\$26,733.00	0	\$0.00	\$0.00	1,407	\$26,733.00	100.00%	\$0.00
27	CURB AND GUTTER, TYPE 2 MODIFIED	44	LF	\$23.00	\$1,012.00	15	\$345.00	0	\$0.00	\$0.00	15	\$345.00	34.09%	\$667.00
28	MAINTENANCE OF TRAFFIC	1	LS	\$14,500.00	\$14,500.00	1.00	\$14,500.00	0	\$0.00	\$0.00	1.00	\$14,500.00	100.00%	\$0.00
29	TEMPORARY TRAFFIC STRIPE, CONT YELLOW	735	LF	\$5.00	\$3,675.00	735	\$3,675.00	0	\$0.00	\$0.00	735	\$3,675.00	100.00%	\$0.00
30	CONCRETE MEDIAN BARRIER, PRECAST	32	LF	\$90.00	\$2,880.00	32	\$2,880.00	0	\$0.00	\$0.00	32	\$2,880.00	100.00%	\$0.00
31	MOBILIZATION	1	LS	\$54,000.00	\$54,000.00	1.00	\$54,000.00	0.00	\$0.00	\$0.00	1.00	\$54,000.00	100.00%	\$0.00
32	ROADWAY CONSTRUCTION STAKES	1	LS	\$11,000.00	\$11,000.00	1.00	\$11,000.00	0.00	\$0.00	\$0.00	1.00	\$11,000.00	100.00%	\$0.00
33	LOOSE RIP RAP, SIZE 300	282	TN	\$59.00	\$16,638.00	243.59	\$14,371.81	0.00	\$0.00	\$0.00	243.59	\$14,371.81	86.38%	\$2,266.19
34	GEOTEXTILE UNDER RIP RAP	380	SY	\$1.50	\$570.00	380	\$570.00	0	\$0.00	\$0.00	380	\$570.00	100.00%	\$0.00
35	EXCESS EXCAVATION, FM, AH (3 QUAD.)	1,509	CY	\$9.50	\$14,335.50	1,470	\$13,965.00	0	\$0.00	\$0.00	1,470	\$13,965.00	97.42%	\$370.50

36	GEOGRID	6,800	SY	\$3.00	\$20,400.00	6,142	\$18,426.00	0	\$0.00	\$0.00	6,142	\$18,426.00	90.32%	\$1,974.00
37	FILTER MATERIAL FOR FILTER BEDS, TYPE C	2592	TN	\$25.50	\$66,096.00	2593.9	\$66,144.45	0.00	\$0.00	\$0.00	2593.9	\$66,144.45	100.07%	(\$48.45)
38	EXCESS EXCAVATION, FM, AH (1 QUAD.)	689	CY	\$13.50	\$9,301.50	689	\$9,301.50	0	\$0.00	\$0.00	689	\$9,301.50	100.00%	\$0.00
	LIQUIDATED DAMAGES	1	LS	(\$8,000.00)	(\$8,000.00)	0	\$0.00	1	(\$8,000.00)	\$0.00	1	(\$8,000.00)	100.00%	\$0.00
	UTILITIES COST DELAY	2	DAY	\$2,165.38	\$4,330.76	0	\$0.00	2	\$4,330.76	\$0.00	2	\$4,330.76	100.00%	\$0.00
	GRAND TOTALS				\$743,465.26		\$706,951.51		(\$3,669.24)	\$0.00		\$703,282.27		\$40,182.99

Fax: 334-289-7030



Phone: 334-641-4250

P.O. BOX 1025 Demopolis, AL. 36732

January 5, 2021 (Revised)

Madison County Board of Supervisors
125 West North St.
Canton, MS 39046

Re: Daily Cost Breakdown During Delay (1/19/21 – 1/20/21)
Project No. 19T30002
Oakfield Blvd. Drainage Improvements
Canton, MS

Please accept this letter as our breakdown of cost during the dates of January 19th through January 20th of 2021. Our total daily cost of delay was \$2,165.38 which brings the total to \$4,330.76 for both days. This delay was due to AT&T's fiber optic line that Deviney Construction was to lower. Please see below for a breakdown of costs associated with this delay. Please also see attached rental agreements for documentation.

Labor - \$1,200.00/day

PM: \$45/hr x 1.25 (labor burden) = \$56.25/hr @ 8 hour day = \$450.00
Superintendent: \$38/hr x 1.25(labor burden) = \$47.50/hr @ 8 hr day = \$380.00
Operator: \$21/hr x 1.25(labor burden) = \$26.25/hr @ 8 hr day = \$280.00
Office Admin: \$18/hr x 1.25 (labor burden) = \$22.50/hr @ 4 hr day = \$90.00

Excavator CAT 316 Rental- \$316.38/day

Rental: \$6,327.50 per month / 20 working days = \$316.38

Dozer John Deere 700 (owned) - \$350.00/day

Backhoe (owned) - \$160.00/day

Port-o-john Rental - \$4.00/day

Rental: \$80.25 per month / 20 working days = \$4.00

Pickups (Owned) - \$135.00/day

\$45 per day cost x 3 pickups = \$135.00

Sincerely,

Hamilton K. Hinton

Kale Hinton
Project Manager
H&M Construction Co., LLC

**CONSENT OF SURETY
TO FINAL PAYMENT**

ALA Document G707

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

Bond No. 30114310

TO OWNER:
(Name and address)

Madison County Board of Supervisors

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Oakfield Boulevard Drainage Improvements Project

PROJECT:
(Name and address)

Oakfield Boulevard Drainage Improvements Project

CONTRACT DATED:

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

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

, SURETY,

on bond of
(Insert name and address of Contractor)

H & M Construction Co., LLC
P.O. Box 1025
Demopolis, AL 36732

, 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)

Madison County Board of Supervisors

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 8, 2021
(Insert in writing the month followed by the numeric date and year.)

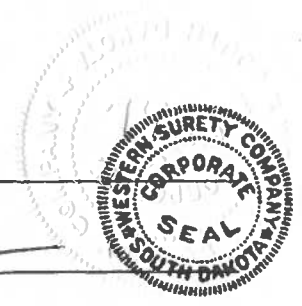
Western Surety Company
(Surety)

By: 
(Signature of authorized representative)

Jeffrey W. Cutshall Attorney-in-Fact
(Printed name and title)

205-969-2131

Attest:
(Seal): 
Jennifer Barranco



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

Jeffrey W. Cutshall, Individually

of , Birmingham, 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 -

Surety Bond No.: 30114310
Principal: H & M Construction Co., LLC
Obligee: Madison County Board of Supervisors

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 16th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of June, 2021, before me personally came Paul T. Bruflat, 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

March 2, 2026



M. Bent

M. Bent, 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 8th day of December, 2021.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

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.

Fax: 334-289-7030



Phone: 334-641-4250

P.O. BOX 1025 Demopolis, AL. 36732

December 7, 2021

Madison County Board of Supervisors
125 West North St.
Canton, MS 39046

Re: Guarantee of Work
Project No. 19T30002
Oakfield Blvd. Drainage Improvements
Canton, MS

In reference to Project Number: 19T30002 titled Oakfield Blvd Drainage Improvements in Canton, MS, please accept this letter as our guarantee of performed work. H&M Construction Co., LLC confirms that all work, materials, and testing of materials associated with the above referenced project meets or exceeds the requirements of the project specifications. H&M Construction Co., LLC warrants all work directly associated with this project for (1) year from date of substantial completion, August 12, 2021. Within this period, H&M Construction Co., LLC will be responsible for repairing, within a reasonable time period, any work, materials, and equipment that do not meet the requirements of the Contract Documents directly associated with this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kale Hinton', is written over a faint, illegible printed name.

Kale Hinton
Project Manager
H&M Construction Co., LLC



AIA[®]

Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*

Oakfield Blvd Drainage Improv.
Canton, MS

ARCHITECT'S PROJECT NUMBER: 19T30002

CONTRACT FOR: Oakfield Blvd Drainage Improv.

OWNER

ARCHITECT

CONTRACTOR

TO OWNER: *(Name and address)*

Madison County B.O.S.
125 West North Street
Canton, MS 39046

CONTRACT DATED: October 5, 2020

SURETY

OTHER

STATE OF: Mississippi

COUNTY OF: Madison

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:

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.

CONTRACTOR: *(Name and address)*

H&M Construction Co., LLC

P.O. Box 1025

Demopolis, AL 36732

BY:

(Signature of authorized representative)

Kale Hinton, PM

(Printed name and title)

Subscribed and sworn to before me

on this date: 12/8/21

Notary Public: Samantha Dees

My Commission Expires:

3/15/24





AIA[®]

Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Oakfield Blvd Drainage Improv. Canton, MS	ARCHITECT'S PROJECT NUMBER: 19T30002	OWNER <input type="checkbox"/>
	CONTRACT FOR: Oakfield Blvd Drainage Improv.	ARCHITECT <input type="checkbox"/>
		CONTRACTOR <input checked="" type="checkbox"/>
TO OWNER: <i>(Name and address)</i> Madison County B.O.S. 125 West North Street Canton, MS 39046	CONTRACT DATED: October 5, 2020	SURETY <input type="checkbox"/>
		OTHER <input type="checkbox"/>

STATE OF: Mississippi
COUNTY OF: Madison

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:

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

Indicate Attachment Yes No

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

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 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's Affidavit of Release of Liens (AIA Document G706A™).

CONTRACTOR: *(Name and address)*

H&M Construction Co., LLC
P.O. Box 1025
Demopolis, AL 36732

BY:

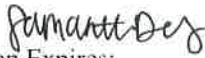


(Signature of authorized representative)

Kale Hinton, PM

(Printed name and title)

Subscribed and sworn to before me
on this date: 12/8/21

Notary Public: 
My Commission Expires: 3/15/24





1076 Highland Colony Parkway
 Suite 325
 Ridgeland, MS 39157
 TEL 601.825.3633
 FAX 601.825.3650
 www.GarverUSA.com



TENTATIVE CERTIFICATE OF SUBSTANTIAL COMPLETION for

Oakfield Blvd Drainage

Garver Project Number: 20T32200

Contract For: \$ 747,134.50

Date of Substantial Completion: August 12, 2021

CONTRACTOR:
 H&M Construction Company, LLC
 PO Box 1025
 Demopolis, AL 36732

OWNER:
 Madison County Board of Supervisors
 146 West North Street
 Canton, MS 39046

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as stated above, which is also the date of commencement of applicable warranties required by the Contract Documents, except as noted below:

A list of items to be completed or corrected (Punch List) is attached hereto. 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.

Garver Wayne Blark 8/12/2021
 BY DATE

The Contractor will complete or correct the Work on the Punch List attached hereto, within 30 calendar days of the Date of Substantial Completion. Should the Contractor fail to complete or correct the work on the Punch List within this period, the Substantial Completion date is null and void and the Contract Time shall recommence, from the date of this Tentative Certificate of Substantial Completion.

Contractor: [Signature] Aug. 31, 2021
 BY DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof all lights has been installed.

Owner's Representative: [Signature] 8/12/2021
 BY DATE



1076 Highland Colony Pkwy, Suite 325
Ridgeland, MS 39157
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Final Summary Change Order

Project: Oakfield Boulevard Drainage Improvements Oakfield Boulevard - Madison County, MS Garver Job No. 20T32200	Date Prepared 1/3/2021 Prepared by: Garver
Owner: Madison County Board of Supervisors Tim Bryan - County Engineer 1465 West North Street Canton, MS 39046	Contractor: H&M Construction Company, LLC Kale Hinton PO Box 1025 Demopolis, AL 36732

Description of Work Included in Contract
The project provides drainage improvements along Oakfield Boulevard.

Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)

- A. Entergy is covering the cost of removing and replacing light poles.
- B. Due to increased unclassified excavation and structure thickness from previously authorized change orders, no borrow excavation was required.
- C. The contractor was able to reuse part of the Geotextile from the original contract that was expected to be damaged during authorized Change Order #2.
- D. The limits of the proposed Concrete Paved Ditch were reduced by the engineer during construction.
- E. Extra Size 610 Crushed Stone was needed to replace additional undercutting outside of the assumed limits in the previous authorized change orders.
- F. The Owner requested that the Contractor not do the final layer of asphalt so the County can come back and repave the whole road in one continuous process.
- G. The Contractor did not sawcut along the existing curb and gutter before removal.
- H. The Contractor was able to avoid damaging most of the existing Type 2 Mod C&G, reducing the amount needed to be replaced.
- I. The Loose Riprap, Size 300 area was reduced by the engineer during construction.
- J. The contractor was able to reuse part of the Geogrid from authorized Change Order #1 that was expected to be damaged during authorized Change Order #2.

Attachments:

Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost
A	1	Relocation of Existing Lighting Assemblies	EA	5	\$490.00	0	\$490.00	\$2,450.00	\$0.00
	2	8' x 6' Precast Concrete Box Culvert	EA	1	\$74,000.00	1	\$74,000.00	\$74,000.00	\$74,000.00
	3	Clearing and Grubbing	LS	1	\$7,200.00	1	\$7,200.00	\$7,200.00	\$7,200.00
	4	Removal of Asphalt Pavement, All Depths	SY	2,400	\$6.00	2,404	\$6.00	\$14,400.00	\$14,424.00
	5	Removal of Concrete Combination Curb & Gutter	LF	1,451	\$4.00	1,451	\$4.00	\$5,804.00	\$5,804.00
	6	Removal of Inlet and Junction Box, All Types & Sizes	EA	1	\$545.00	1	\$545.00	\$545.00	\$545.00
	7	Removal of Pipe, 8" And Above	LF	20	\$14.00	20	\$14.00	\$280.00	\$280.00
B	8	Borrow Excavation, AH, LVM, Class	CY	621	\$17.00	0	\$17.00	\$10,557.00	\$0.00
	9	Unclassified Excavation, FM, AH	CY	595	\$10.00	595	\$10.00	\$5,950.00	\$5,950.00
	10	Structure Excavation	CY	452	\$12.00	437	\$12.00	\$5,424.00	\$5,244.00
	11	Select Bedding Material	CY	203	\$100.00	203	\$100.00	\$20,300.00	\$20,300.00
C	12	Geotextile Stabilization, Type V, Non-Woven	SY	8,982	\$1.50	7,925	\$1.50	\$13,473.00	\$11,887.50
	13	Topsoil for Slope Treatment, Contractor Furnished	CY	130	\$26.00	130	\$26.00	\$3,380.00	\$3,380.00
	14	Solid Sodding	SY	1,561	\$7.00	1,561	\$7.00	\$10,927.00	\$10,927.00
D	15	Concrete Paved Ditch	CY	16	\$425.00	7	\$425.00	\$6,800.00	\$2,975.00
	16	Temporary Silt Fence	LF	1,550	\$3.50	1,550	\$3.50	\$5,425.00	\$5,425.00
	17	Wattles, 20"	LF	75	\$5.00	75	\$5.00	\$375.00	\$375.00
	18	Sandbags	EA	100	\$55.00	100	\$55.00	\$5,500.00	\$5,500.00
E	19	Size 610 Crushed Stone Base	TON	3,525	\$45.00	3,994.5	\$45.00	\$158,625.00	\$179,752.50
F	20	12.5-mm, ST, Asphalt Pavement	TON	217	\$140.00	0	\$140.00	\$30,380.00	\$0.00
	21	19-mm, ST, Asphalt Pavement	TON	695	\$120.00	695	\$120.00	\$83,400.00	\$83,400.00
F	22	Asphalt for Tack Coat	GAL	197	\$3.50	98.5	\$3.50	\$689.50	\$344.75
G	23	Saw Cut, Full Depth	LF	1,091	\$7.00	122	\$7.00	\$7,637.00	\$854.00
	24	Class "B" Structural Concrete	CY	35	\$735.00	35	\$735.00	\$25,725.00	\$25,725.00
	25	Reinforcing Steel	LBS	4,498	\$1.50	4,498	\$1.50	\$6,747.00	\$6,747.00
	26	Combination Concrete Curb and Gutter Type 1 Modified	LF	1,407	\$19.00	1,407	\$19.00	\$26,733.00	\$26,733.00
H	27	Combination Concrete Curb and Gutter Type 2 Modified	LF	44	\$23.00	15	\$23.00	\$1,012.00	\$345.00
	28	Maintenance of Traffic	LS	1	\$14,500.00	1	\$14,500.00	\$14,500.00	\$14,500.00
	29	Temporary Traffic Stripe, Continuous Yellow, Type 1 Tape	LF	735	\$5.00	735	\$5.00	\$3,675.00	\$3,675.00
	30	Concrete Median Barrier, Precast	LF	32	\$90.00	32	\$90.00	\$2,880.00	\$2,880.00
	31	Mobilization	LS	1	\$54,000.00	1	\$54,000.00	\$54,000.00	\$54,000.00
	32	Roadway Construction Stakes	LS	1	\$11,000.00	1	\$11,000.00	\$11,000.00	\$11,000.00
I	33	Loose Riprap, Size 300	TON	282	\$59.00	243.6	\$59.00	\$16,638.00	\$14,371.81
	34	Geotextile under Riprap	SY	380	\$1.50	380	\$1.50	\$570.00	\$570.00
	35	Excess Excavation, FM, AH (3 QUAD.)	CY	1,509	\$9.50	1,470	\$9.50	\$14,335.50	\$13,965.00
J	36	Geogrid	SY	6,800	\$3.00	6,142	\$3.00	\$20,400.00	\$18,426.00
	37	Filter Material for Filter Beds, Type C	TON	2,592	\$25.50	2,593.9	\$25.50	\$66,096.00	\$66,144.45
	38	Excess Excavation, FM, AH (1 QUAD.)	CY	689	\$13.50	689	\$13.50	\$9,301.50	\$9,301.50
Summation of Cost								\$747,134.50	\$706,951.51
Net Change for this Change Order								(\$40,182.99)	

Estimated Project Cost		Time Change	
	Estimated Project Cost	Original Contract Start Date	December 7, 2020
Original Contract Amount	\$562,046.00	Original Contract Time (calendar days)	150
Net Change by previously authorized Change Orders	\$185,088.50	Additional Calendar Days granted by Change Orders	28
Contract Sum prior to this Change Order	\$747,134.50	New Contract Time (calendar days)	178
Contract Sum decreased by this Change Order	(\$40,182.99)	Suspended Time	70
Liquidated Damages	(\$8,000.00)	Substantial Completion Date	August 12, 2021
Utility Cost Delays	\$4,330.76		
New Contract Amount	\$703,282.27		

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS INDICATED ABOVE			
ENGINEER: Garver	<u>Wayne Black</u>	Project Manager	<u>01/05/2022</u>
Wayne Black, PE	Engineer's Signature	Title	Date
ACCEPTED BY CONTRACTOR			
H&M Construction	<u>Hamilton K. Hinton</u>	Project Manager	<u>1/5/22</u>
Kale Hinton	Contractor's Signature	Title	Date
APPROVED BY OWNER			
Madison County		County Engineer	
Tim Bryan, PE	Owner's Signature	Title	Date