

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

August 15, 2023

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.  
County Engineer

Re: Project Closeout and Final Payment  
30" Waterline Replacement in Support of Reunion Parkway Phase 2

The Engineering Department recommends approval and/or acceptance of the below listed submittals:

- Change Order #1 reducing the overall cost of the project by \$297,891.30
- Final Pay Request in the Amount of \$124,931.70
- Surety Release
- Lein Waiver
- Labor and Material Warranty
- Material Certification Statement
- Certificate of Substantial Completion which is to be signed by the Board President

If approved, it is requested that the original Power of Attorney and Certificate of Deposit be returned to the contractor once final payment has been made.

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SHEILA JONES  
District One

TREY BAXTER  
District Two

GERALD STEEN  
District Three

KARL BANKS  
District Four

PAUL GRIFFIN  
District Five



143-A LeFleurs Square | Jackson, MS 39211  
601 355-9526 OFFICE | 601 352-3945 FAX

August 7, 2023

Mr. Tim Bryan, P.E., County Engineer  
Madison County Board of Supervisors  
146 W Center Street  
Canton, MS 39046

RE: **CONTRACTOR PROJECT CLOSE-OUT**  
Reunion Parkway Interchange 30" Water Main Relocation  
WEI #0019209.010

Dear Mr. Bryan:

Pursuant to Section 7, Contract Close-out, of Section J, Project Supplement General Conditions, of the Contract Documents dated June 9, 2022, enclosed are the following project close-out submittals for the referenced project:

- Change Order No. 1 & Final
- Pay Request No. 4 & Final
- Surety Release
- Lien Waiver
- Labor and Material Warranty
- Material Certification Statement
- Certificate of Substantial Completion

Upon payment to Hemphill Construction Company, Inc., please return original Power of Attorney and Certificate of Deposit as well.

Thank you for this opportunity to be of service to you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Darion Warren, Sr.", is written over a light blue rectangular background.

Darion Warren, Sr. Project Manager  
MSEG, Inc.

DW/jm

Attachment

c: Brian Granger, P.E., MSEG Inc. Project Engineer  
Franklin Hines, P.E., MSEG Inc. Construction Services Manager  
Cody Roberts, PM, Hemphill Construction Co., Inc.

**CONSTRUCTION CONTRACT MODIFICATION**

Change Order No.: One (1) Date: July 20, 2023 WEI No.: 19209.000  
 Name of Project: Reunion Parkway Interchange 30" Water Main Relocation  
 Owner: Madison County Board of Supervisors  
 Contractor: Hemphill Construction Co., Inc.  
 Agreement Date: August 1, 2022 Original Contract Time: Two Hundred Ten (210) Calendar Days  
 CO#1 Contract Time: One Hundred Seventy Five (175) Calendar Days  
 Contract Start Date: October 4, 2022 Original Completion Date: May 1, 2023  
 CO#1 Revised Completion Date: October 22, 2023  
 Contract Time (Increased)-(Decreased) By: One Hundred Seventy Five (175) Calendar Days  
 Revised Contract Completion Date: October 22, 2023

**BREAKDOWN OF PROPOSED CHANGE**

ITEM NO.	ITEM DESCRIPTION	ITEM UNIT	UNIT PRICE	CONTRACT QUANTITY	REVISED CONTRACT QUANTITY	CHANGE ORDER QUANTITY	CHANGE ORDER AMOUNT
1	Mobilization, Demobilization	LS	\$ 452,000.00	1	1	0	\$ -
2	Clearing and Grubbing	AC	\$ 7,400.00	3.7	3	-0.7	\$ (5,180.00)
3	Erosion Control	AC	\$ 7,500.00	3.7	3	-0.7	\$ (5,250.00)
4	Connection to Existing Water Main	EA	\$ 28,003.00	2	2	0	\$ -
5	Stream Crossing	LS	\$ 95,000.00	1	0	-1	\$ (95,000.00)
6	Blowoff Valve Assembly	EA	\$ 25,000.00	1	0	-1	\$ (25,000.00)
7	Air Release Valve	EA	\$ 35,000.00	1	1	0	\$ -
8	Gate Valve	EA	\$ 75,000.00	2	2	0	\$ -
9	Select Bedding	CY	\$ 38.00	228	0	-228	\$ (8,664.00)
10	Ductile Iron Fittings	LBS	\$ 1.00	50000	11026	-38974	\$ (38,974.00)
11	30" DIP Water Main	LF	\$ 215.00	3480	0	-3480	\$ (748,200.00)
12	30" Restrained Joint DIP Water Main	LF	\$ 325.00	1160	0	-1160	\$ (377,000.00)
13	30" DIP Water Main w/ 48" Steel Casing (Open Cut)	LF	\$ 1,300.00	280	0	-280	\$ (364,000.00)
CO1-01	30" DIP Water Main	LF	\$ 243.98	0	1613	1613	\$ 393,539.74
CO1-02	30" Restrained Joint DIP Water Main	LF	\$ 365.68	0	1642	1642	\$ 600,446.56
CO1-03	30" DIP Water Main w/ 48" Steel Casing (Open Cut)	LF	\$ 1,340.68	0	280	280	\$ 375,390.40
<b>Change Order Total</b>							<b>-\$297,891.30</b>

**STATEMENT OF JUSTIFICATION:**

- Revised quantities after modification of the route of new water main and price changes due to reduced amount of DIP needed.
- Stop Work Order issued on 10/10/22, 7 Calendar days used from NTP, Stop Work Order ended on 4/3/23; original Completion date is to be extended from May 1, 2023 to October 22, 2023 for remaining 203 Calendar Day of Contract Time.

Total Change - (Increase)(Decrease)	\$ (297,891.30)	Original Contract Time	210
Original Contract Amount	\$ 2,416,000.00	CO #1 Contract Time	175
Contract Amount Revised by Previous Change Order	\$ -		
<b>Proposed Revised Contract Amount</b>	<b>\$ 2,118,108.70</b>	Revised Contract Time	385

Requested By: Madison County Board of Supervisors

By: **APPROVED**  
By timothy.bryan at 11:34 am, Aug 16, 2023  
Tim Bryan Title: County Engineer Date: \_\_\_\_\_

Recommended By: Mississippi Engineering Group, Inc. (MSEG)

By: *Franklin Hines*  
Franklin Hines Title: Construction Services Manager Date: 7/20/2023

Accepted By: Hemphill Construction Co, Inc.

By: *Richard Rula*  
Richard Rula Title: President Date: 7/31/2023

**APPLICATION AND CERTIFICATION FOR PAYMENT**

Invoice #: 080123-03

**To Customer:** Madison County - Board of Supervisors  
146 W. Center Street  
Canton, MS 39046

**Project:** Reunion Parkway Interchange  
30" Water Main Relocation  
H22130

**Via Engineer:** Mississippi Engineering Group, Inc.  
143-A LeFleurs Square  
Jackson, MS 39211

**Application No:** JB App #4 / Final  
**Period From:** 7/1/2023  
**Period To:** 7/31/2023

**Distribution to:**  
 Owner  
 Architect  
 Contractor

**From Contractor:** Hemphill Construction Company, Inc.  
P.O. Drawer 879  
Florence, MS 39073

**Owner:** Madison County - Board of Supervisors  
146 W. Center Street  
Canton, MS 39046

**External Contract No.:** N/A  
**Contract Date:** 8/1/2022

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

Account # 324-300-953  
Reunion Parkway Phase II-I-55

1. Original Contract Sum.....	\$	2,416,000.00
2. Net Change By Change Order.....	\$	(297,891.30)
3. Contract Sum To Date.....	\$	2,118,108.70
4. Work Completed To Date.....	\$	2,118,108.70
5. Stored Materials Inventory.....	\$	0.00
6. Total Completed and Stored To Date.....	\$	2,118,108.70
7. Retainage		
a. Maximum Retainage is not in effect.		
b. Securities are furnished in lieu of Retainage.	\$	73,000.00
c. Retainage on Work Completed to Date 2.50 %	\$	52,952.72
d. Retainage on Stored Materials Inventory 2.50 %	\$	0.00
e. Total Calculated Retainage	\$	52,952.72
f. Total Retainage To Be Withheld	\$	0.00
8. Total Earned Less Retainage.....	\$	2,118,108.70
9. Less Previous Certificates for Payment.....	\$	1,993,177.00
10. Current Payment Due.....	\$	124,931.70
11. Balance to Finish, Plus Retainage.....	\$	0.00

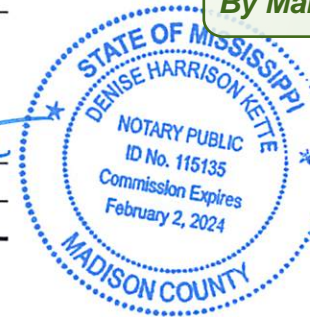
CONTRACTOR: Hemphill Construction Company, Inc.

By: Cody R. [Signature] Date: 8/3/2023

State of: Mississippi County of: Rankin

Subscribed and sworn to before me this 3rd day of August 2023.

Notary Public: Denise Harrison Kette  
My Commission expires: February 02, 2024



**APPROVED**  
By Marta McKnight at 11:53 am, Aug 08, 2023

**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer'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 . . . . . \$ 124,931.70

(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.)

ENGINEER: Brian Dranger  
By: Brian Dranger Date: 08.08.2023

OWNER: **APPROVED**  
By: timothy.bryan at 11:34 am, Aug 16, 2023

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes Approved in Previous Months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$297,891.30
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$297,891.30</b>
Net Changes By Change Order	<b>(\$297,891.30)</b>	

# CONTINUATION SHEET

Application and Certification for Payment, containing Engineer's signed certification, is attached. Tabulations below.

Application No.: JB App #4 / Final

Application Date: 8/3/2023

Period From: 7/1/2023

Period To: 7/31/2023

External Contract No.: N/A

Invoice #: 080123-03

Contract: Reunion Parkway Interchange  
30" Water Main Relocation  
H22130

Item No.	Description of Item	Contract Qty	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Total Completed	Balance to Finish	Percent Complete
1	Mobilization, Demobilization	LS	1.00	\$452,000.00	\$452,000.00	1.00	0.00	1.00	\$452,000.00	\$0.00	\$452,000.00	\$0.00	100.00%
2	Clearing and Grubbing	AC	3.70	\$7,400.00	\$27,380.00	3.00	0.00	3.00	\$22,200.00	\$0.00	\$22,200.00	\$5,180.00	81.08%
3	Erosion Control	AC	3.70	\$7,500.00	\$27,750.00	3.00	0.00	3.00	\$22,500.00	\$0.00	\$22,500.00	\$5,250.00	81.08%
4	Connection to Existing Water Main	EA	2.00	\$28,003.00	\$56,006.00	2.00	0.00	2.00	\$56,006.00	\$0.00	\$56,006.00	\$0.00	100.00%
5	Stream Crossing	LS	1.00	\$95,000.00	\$95,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$95,000.00	0.00%
6	Blowoff Valve Assembly	EA	1.00	\$25,000.00	\$25,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	0.00%
7	Air Release Valve	EA	1.00	\$35,000.00	\$35,000.00	1.00	0.00	1.00	\$35,000.00	\$0.00	\$35,000.00	\$0.00	100.00%
8	Gate Valve	EA	2.00	\$75,000.00	\$150,000.00	2.00	0.00	2.00	\$150,000.00	\$0.00	\$150,000.00	\$0.00	100.00%
9	Select Bedding	CY	228.00	\$38.00	\$8,664.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$8,664.00	0.00%
10	Ductile Iron Fittings	LBS	50,000.00	\$1.00	\$50,000.00	11026.00	0.00	11026.00	\$11,026.00	\$0.00	\$11,026.00	\$38,974.00	22.05%
11	30" DIP Water Main	LF	3,480.00	\$215.00	\$748,200.00	1613.00	-1613.00	0.00	\$346,795.00	-\$346,795.00	\$0.00	\$748,200.00	0.00%
12	30" Restrained Joint DIP Water Main	LF	1,160.00	\$325.00	\$377,000.00	1642.00	-1642.00	0.00	\$533,650.00	-\$533,650.00	\$0.00	\$377,000.00	0.00%
13	30" DIP Water Main w/ 48" Steel Casing (Open Cut)	LF	280.00	\$1,300.00	\$364,000.00	280.00	-280.00	0.00	\$364,000.00	-\$364,000.00	\$0.00	\$364,000.00	0.00%
<b>Total</b>					<b>\$2,416,000.00</b>				<b>\$1,993,177.00</b>	<b>-\$1,244,445.00</b>	<b>\$748,732.00</b>	<b>\$1,667,268.00</b>	<b>30.99%</b>

# CONTINUATION SHEET

Application and Certification for Payment, containing Engineer's signed certification, is attached. Tabulations below.

Application No.: JB App #4 / Final

Application Date: 8/3/2023

Period From: 7/1/2023

Period To: 7/31/2023

External Contract No.: N/A

Invoice #: 080123-03

Contract: Reunion Parkway Interchange  
30" Water Main Relocation  
H22130

Item No.	Description of Item	Contract Qty	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Total Completed	Balance to Finish	Percent Complete
<b>Change Order 1</b>													
2	Clearing and Grubbing	AC	-0.70	\$7,400.00	-\$5,180.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$5,180.00	0.00%
3	Erosion Control	AC	-0.70	\$7,500.00	-\$5,250.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$5,250.00	0.00%
5	Stream Crossing	LS	-1.00	\$95,000.00	-\$95,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$95,000.00	0.00%
6	Blowoff Valve Assembly	EA	-1.00	\$25,000.00	-\$25,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$25,000.00	0.00%
9	Select Bedding	CY	-228.00	\$38.00	-\$8,664.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$8,664.00	0.00%
10	Ductile Iron Fittings	LBS	-38974.00	\$1.00	-\$38,974.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$38,974.00	0.00%
11	30" DIP Water Main	LF	-3480.00	\$215.00	-\$748,200.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$748,200.00	0.00%
12	30" Restrained Joint DIP Water Main	LF	-1160.00	\$325.00	-\$377,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$377,000.00	0.00%
13	30" DIP Water Main w/ 48" Steel Casing (Open Cut)	LF	-280.00	\$1,300.00	-\$364,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$364,000.00	0.00%
CO1-01	30" DIP Water Main	LF	1613.00	\$243.98	\$393,539.74	0.00	1613.00	1613.00	\$0.00	\$393,539.74	\$393,539.74	\$0.00	100.00%
CO1-02	30" Restrained Joint DIP Water Main	LF	1642.00	\$365.68	\$600,446.56	0.00	1642.00	1642.00	\$0.00	\$600,446.56	\$600,446.56	\$0.00	100.00%
CO1-03	30" DIP Water Main w/ 48" Steel Casing (Open Cut)	LF	280.00	\$1,340.68	\$375,390.40	0.00	280.00	280.00	\$0.00	\$375,390.40	\$375,390.40	\$0.00	100.00%
<b>Total Change Order 1</b>					<b>-\$297,891.30</b>				<b>\$0.00</b>	<b>\$1,369,376.70</b>	<b>\$1,369,376.70</b>	<b>-\$1,667,268.00</b>	
<b>Grand Total</b>					<b>\$2,118,108.70</b>				<b>\$1,993,177.00</b>	<b>\$124,931.70</b>	<b>\$2,118,108.70</b>	<b>\$0.00</b>	<b>100.00%</b>



**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

AIA DOCUMENT G707

FEDERAL INSURANCE COMPANY BOND NO. K41584130

PROJECT: Reunion Parkway Interchange – 30" Water Main Relocation

TO (Owner)  
**Madison County Board of Supervisors**  
P O Box 608  
Canton MS 39046

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: SAME AS ABOVE

CONTRACT DATE: July 14, 2022

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**  
P O Box 1650  
Whitehouse Station NJ 08889-1650

, 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**  
P O Box 608  
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 21 day of July, 2023.

**FEDERAL INSURANCE COMPANY**

Surety Company

*Mary Anne Goodin*

Signature of Authorized Representative

Mary Anne 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

CONSENT OF SURETY COMPANY TO FINAL PAYMENT, APRIL 1970 EDITION, AIA ©  
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ONE PAGE

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

# CHUBB

## Power of Attorney

### Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

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 Lee Andrews, Mary Anne 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 1<sup>st</sup> day of August, 2019.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 1<sup>st</sup> day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to 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. Chloros, 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 affixed by authority 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 Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 18, 2024

*Katherine J. Adelaar*

Notary Public

#### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

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

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **July 21, 2023**



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



# AIA<sup>®</sup> Document G706<sup>™</sup> – 1994

## Contractor's Affidavit of Payment of Debts and Claims

<b>PROJECT:</b> <i>(Name and address)</i> Reunion Parkway Interchange 30" Water Main Relocation	<b>ARCHITECT'S PROJECT NUMBER:</b>	OWNER <input type="checkbox"/>
	<b>CONTRACT FOR:</b> General Construction	ARCHITECT <input type="checkbox"/>
		CONTRACTOR <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> Madison County-Board Of Supervisors 146 W. Center Street Canton, MS 39046	<b>CONTRACT DATED:</b> August 1, 2022	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:** None.

### 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)*

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

BY:



*(Signature of authorized representative)*

Cody Roberts, Project Manager

*(Printed name and title)*

Subscribed and sworn to before me on this date:

August 3, 2023

Notary Public:

  
Denise Harrison Kette

My Commission Expires:

February 02, 2024



**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<sup>®</sup> Document G706A<sup>™</sup> – 1994

## Contractor's Affidavit of Release of Liens

<b>PROJECT:</b> <i>(Name and address)</i> Reunion Parkway Interchange 30" Water Main Relocation	<b>ARCHITECT'S PROJECT NUMBER:</b>	<input type="checkbox"/> OWNER
	<b>CONTRACT FOR:</b> General Construction	<input type="checkbox"/> ARCHITECT
		<input type="checkbox"/> CONTRACTOR
<b>TO OWNER:</b> <i>(Name and address)</i> Madison County-Board Of Supervisors 146 W. Center Street Canton, MS 39046	<b>CONTRACT DATED:</b> August 1, 2022	<input type="checkbox"/> SURETY
		<input type="checkbox"/> 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:** Payment of \$124,931.70 on Pay Application #4 Final.

**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)*

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

BY:

  
*(Signature of authorized representative)*

Cody Roberts, Project Manager

*(Printed name and title)*

Subscribed and sworn to before me on this date

August 3, 2023

Notary Public:

  
Denise Harrison Kette

My Commission Expires:

February 02, 2024



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1858 HWY 49S  
P.O. Drawer 879  
Florence, MS 39073-0879



Phone: 601-932-2060  
Fax: 601-932-2550  
www.hemphillconstruction.com

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Municipal & Public Works Construction

Heavy & Highway Construction

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July 20, 2023

Mississippi Engineering Group, Inc.  
143-A Lefleurs Square  
Jackson, MS 39211

ATTN: Darion Warren

RE: Reunion Parkway Interchange 30" Water Main Relocation  
Material Guarantee

Dear Mr. Warren,

We hereby guarantee all material incorporated in the above captioned Project meets or exceeds specification requirements of the Contract.

Please contact us if you have any questions concerning the above or if you need any additional information.

Sincerely,

HEMPHILL CONSTRUCTION COMPANY, INC.

A handwritten signature in blue ink that reads "Cody R. Roberts".

Cody Roberts  
Project Manager

1858 HWY 49S  
P.O. Drawer 879  
Florence, MS 39073-0879



Phone: 601-932-2060  
Fax: 601-932-2550  
www.hemphillconstruction.com

---

Municipal & Public Works Construction

Heavy & Highway Construction

---

July 20, 2023

Mississippi Engineering Group, Inc.  
143-A Lefleurs Square  
Jackson, MS 39211

ATTN: Darion Warren

RE: Reunion Parkway Interchange 30" Water Main Relocation  
Contractor's Guarantee

Dear Mr. Warren,

We hereby guarantee all Work performed under the Contract for the above captioned Project to be free from all defective materials and workmanship for a period of one (1) year from June 30, 2023.

Please contact us if you have any questions concerning the above or if you need any additional information.

Sincerely,

HEMPHILL CONSTRUCTION COMPANY, INC.

A handwritten signature in blue ink that reads "Cody R. Roberts".

Cody Roberts  
Project Manager

# Certificate of Substantial Completion

Project:

**Reunion Parkway Interchange 30" Water Main Relocation**

Owner:

**Madison County Board of Supervisors**

Owner's Contract No.:

Contractor:

**Hemphill Construction Company, Inc.**

Engineer's Project No.:

**0019209.000**

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

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

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**June 30, 2023**

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] [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:

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Contractor's Amended Responsibilities:

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

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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.

 Executed by Engineer	08.08.2023 Date
 Accepted by Contractor	7/31/2023 Date
Accepted by Owner	Date