

July 24, 2018
N-S Project No. 13098

Mayor Johnny Magee
City of Laurel
Post Office Box 647
Laurel, Mississippi 39440

REFERENCE: 2016 OVERLAY PROJECT – CONTRACT II
CITY OF LAUREL, MISSISSIPPI

Dear Mayor Magee,

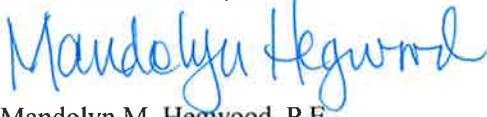
Attached, please find the following documentation for close-out of the above referenced project:

- Pay Estimate 4 (Final) - **\$73,796.83 (including retainage)**
- Summary Change Order No. 3
- Consent of Surety To Final Payment
- Contractor's Warranty Statement
- Affidavit of Contractor's Release of Liens

We recommend payment to Dunn Roadbuilders, Inc. in the amount of **\$73,796.83** as final payment. We also recommend approval of the attached documents for the closeout of this project. If you have any questions or need any additional information, please call me.

Sincerely,

NEEL-SCHAFFER, INC.



Mandolyn M. Hegwood, P.E.
Engineer Manager

Attachments

SUMMARY CHANGE ORDER NO. 3

OWNER: City of Laurel

CONTRACTOR: Dunn Roadbuilders

PROJECT NAME: 2016 Overlay Project - Contract II

CONTRACT NO.: NS Project No. 13098-03

REASON FOR CHANGE: Summary change to finalize quantities due to actual quantities varying from plan quantities.

You Are Hereby Requested to Comply with the Following Changes from the Contract Plans, Specifications and Contract Documents: (Use Additional Sheets if Required)

REVISION TO QUANTITIES

ITEM NO.	CONTRACT ITEMS	PLAN QTY	ACTUAL QTY	CHANGE IN QTY	UNIT	UNIT COST	CONTRACT CHANGE
1	Mobilization	1	1	0	LS	\$ 85,000.00	\$ -
2.0	Site Work	1	1	0	LS	\$ 30,000.00	\$ -
3.0	Maintenance of Traffic	1	1	0	LS	\$ 34,000.00	\$ -
4.0	Hot Mix Asphalt, ST, 9.5-mm Mixture, Surface Course	4,800	5,431.63	632	TON	\$ 95.00	\$ 60,004.85
4.1	Hot Mix Asphalt, ST, Ultra Thin, Leveling Course	750	0	-750	TON	\$ 91.00	\$ (68,250.00)
4.2	Hot Mix Asphalt, ST, 12.5-mm Mixture, Base Course	500	335	-165	TON	\$ 132.00	\$ (21,728.52)
5.0	Cold Milling of Bituminous Pavement, All Depths	27,570	25,967	-1,603	SY	\$ 3.00	\$ (4,808.35)
6.0	Manual Adjustment of Manholes	42	24	-18	EA	\$ 700.00	\$ (12,600.00)
6.1	Manual Adjustment of Valves	10	0	-10	EA	\$ 225.00	\$ (2,250.00)
7.0	Thermoplastic Traffic Stripe, Continuous Yellow	16,100	62,408	46,308	LF	\$ 0.65	\$ 30,100.20
7.1	Thermoplastic Traffic Stripe, Skip Yellow	1,550	3,592	2,042	LF	\$ 0.70	\$ 1,429.40
7.2	Thermoplastic Detail Stripe, Blue ADA	600	608	8	LF	\$ 5.45	\$ 43.60
7.3	Thermoplastic Legend, Blue ADA Handicap Symbol	10	10	0	EA	\$ 545.00	\$ -
7.4	Thermoplastic Legend, White	350	2,501	2,151	LF	\$ 2.20	\$ 4,732.20
7.5	Thermoplastic Detail Stripe, White	3,200	2,590	-610	LF	\$ 2.20	\$ (1,342.00)
7.6	Thermoplastic Legend, White	300	591	291	SF	\$ 5.45	\$ 1,585.95
8.0	Removal of Sidewalk, All Types, All Thicknesses	500	364	-136	SY	\$ 9.00	\$ (1,227.46)
9.0	Reinforced Concrete Sidewalk, 4" Thick	500	405	-95	SY	\$ 91.65	\$ (8,698.50)
10.0	Removal of Curb and Gutter, All Types	500	582	82	LF	\$ 10.00	\$ 817.20
11.0	Concrete Curb and Gutter	500	819	319	LF	\$ 36.00	\$ 11,466.00
12.0	Select Backfill	500	0	-500	CY	\$ 27.00	\$ (13,500.00)
13.0*	Crushed Stone Base	530	0	-530	CY	\$ 85.00	\$ (45,050.00)
14.0	Solid Sod, Centipede	10,000	70	-9,930	SY	\$ 2.00	\$ (19,860.00)
15.0	Geotextile Material, Type V, Non-Woven	250	0	-250	SY	\$ 6.00	\$ (1,500.00)
16.0	Castings	2,500	149	-2,351	LB	\$ 3.80	\$ (8,933.76)
17.0	Removal of Pavement, All Types, All Depths	2,000	1,954	-46	SY	\$ 14.00	\$ (644.07)
18.0	Excess Excavation	1,000	55	-945	CY	\$ 14.00	\$ (13,229.55)
19.0	Parking Bumpers	6	10	4	EA	\$ 175.00	\$ 700.00
20.0*	Ditch Grading & Grassing	1	0	-1	LS	\$ 3,800.00	\$ (3,800.00)
21.0*	22 x 13 RCAP - Restocking Fee	72	72	0	LF	\$ 19.45	\$ -
22.0*	SS-2 Curb Inlet	2	2	0	EA	\$ 4,650.00	\$ -
23.0*	Concrete Apron	9	0	-9	SY	\$ 118.00	\$ (1,062.00)
24.0*	Additional Mobilization	1	1	0	LS	\$ 4,000.00	\$ -
25.0*	Additional Maintenance of Traffic	1	1	0	LS	\$ 1,900.00	\$ -
26.0*	Demo/Removal of Existing Inlets	1	1	0	LS	\$ 2,500.00	\$ -

* Item was not part of the original contract and was added by Change Order Nos. 1, 2, or 3 respectively.

Total Change = \$ (117,604.81)

ORIGINAL CONTRACT AMOUNT:	\$1,086,700.00
TOTAL CONTRACT CHANGES TO DATE:	\$21,650.40
CURRENT CONTRACT AMOUNT:	\$1,108,350.40
THIS CONTRACT CHANGE:	-\$117,604.81
REVISED CONTRACT AMOUNT:	\$990,745.59
CURRENT CONTRACT COMPLETION DATE:	September 5, 2017
TIME EXTENSION REQUIRED BY CHANGE:	0 Days
REVISED CONTRACT COMPLETION DATE:	October 27, 2017

NOTE: THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY:

Mandolyn Hegwood
Neel-Schaffer, Inc.

ENGINEER

7/24/18
DATE

ACCEPTED BY:

Jim West
Dunn Roadbuilders
CONTRACTOR

7/24/18
DATE

APPROVED BY:

City of Laurel, Mississippi

DATE

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

Bond No. 82388219

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

TO OWNER:
(Name and address)

City of Laurel
P. O. Box 647
Laurel, MS 39441

PROJECT:
(Name and address)

2017 Overlay Project - Contract II, City of Laurel, MS

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Road Construction

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)

Federal Insurance Company
202B Hall's Mill Road, P.O. Box 1650
Whitehouse Station, NJ 08889-1600

, SURETY,

on bond of
(Insert name and address of Contractor)

Dunn Roadbuilders, LLC
P.O. Drawer 6560
Laurel, MS 39441

, 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 Laurel
P. O. Box 647
Laurel, MS 39441

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: July 27, 2018
(Insert in writing the month followed by the numeric date and year.)



Attest:
(Seal): see attached power of attorney

Federal Insurance Company

(Surety)

By: Angie M. Strickland
(Signature of authorized representative)

Angie M. Strickland Attorney-in-Fact

(Printed name and title)

Surety Phone No. 601-709-4613

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 **Angie M. Strickland**

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.

Surety Bond Number: 82388219

Obligee: City of Laurel

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 6th day of January, 2017.

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 6th day of January, 2017 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. 2318885
Commission Expires July 16, 2019

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 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 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 Whitehouse Station, NJ, this July 27, 2018.



Dawn M. Chloros

Dawn M. Chloros, 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:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com