

August 13, 2018  
N-S Project No. 4921.018

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

REFERENCE: HEALTHY HEROES INITIATIVE #2  
POLICE TRAINING ACADEMY WALKING TRACK  
CITY OF LAUREL, MISSISSIPPI

Dear Mayor Magee,

The above referenced project has been completed in substantial compliance with the plans and specifications. We recommend approval of the attached documents for the closeout of this project:

- Final Pay Estimate (Retainage)
- Summary Change Order No. 3
- Consent of Surety To Final Payment
- Contractor's Warranty Statement
- 5 Year Warranty from Track Manufacturer
- Affidavit of Contractor's Release of Liens

If you have any questions or need any additional information, please call me.

Sincerely,

NEEL-SCHAFFER, INC.



Ennis L. Crosby

Attachments

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 3 PAGES

TO: City of Laurel  
141 N 5th Ave  
Laurel, MS 39441  
FROM CONTRACTOR:  
Tim Parker Construction  
3000 N. S. 39480  
CONTRACT FOR:

PROJECT: Healthy  
Homes Initiative #2  
-VIA ARCHITECT:

APPLICATION NO: Final  
PERIOD TO: 8/19/18

PROJECT NOS:

Distribution to:  
☐ OWNER  
☐ ARCHITECT  
☒ CONTRACTOR

## 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.

1. ORIGINAL CONTRACT SUM
2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 & 2)
4. TOTAL COMPLETED & STORED TO DATE (Columns on G703)
5. RETAINAGE:
  - a. % of Completed Work (Column D + E on G703)
  - b. % of Stored Material (Column F on G703)
6. TOTAL EARNED LESS RETAINAGE (Line 4, less line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3, less Line 6)

\$146,984.45  
\$93,224.80  
\$109,123.23  
\$109,123.23  
Retainage to: 11

\$109,123.23  
\$16,912.33

| CHANGE ORDER SUMMARY        |                             | ADDITIONS | DEDUCTIONS |
|-----------------------------|-----------------------------|-----------|------------|
| Total changes approved      | In previous months by Owner |           |            |
| Total approved this Month   |                             |           |            |
| TOTALS                      |                             |           |            |
| NET CHANGES by Change Order |                             |           |            |

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 payments shown herein is now due.

CONTRACTOR:

By: Tim Parker Date: 8/12/18

State of: \_\_\_\_\_ day of \_\_\_\_\_ County of: \_\_\_\_\_  
Notary Public:  
My Commission expires: \_\_\_\_\_

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect'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 .....

\$16,912.33

(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.)

ARCHITECT:

By: Michael Leonard Date: 8/13/18

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.

# CONTINUATION SHEET (Lump Sum)

AIA DOCUMENT G703

PAGE 2 OF 3 PAGES

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
 Calculations below, amounts are stated to the nearest dollar.  
 Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: **Final**  
 APPLICATION DATE:  
 PERIOD TO:  
 PROJECT NO.

| A<br>ITEM NO. | B<br>DESCRIPTION OF WORK | C<br>SCHEDULED VALUE | D<br>WORK COMPLETED               |             | F<br>MATERIALS PRESENTLY STORED (NOT IN D OR E) | G  |         | H<br>BALANCE TO FINISH (C - G) | I<br>RETAINAGE (IF VARIABLE RATE) |
|---------------|--------------------------|----------------------|-----------------------------------|-------------|---|--|---------|--------------------------------|-----------------------------------|
|               |                          |                      | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD |   | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G+C) |                                |                                   |
|               | Retainage                |                      |                                   | 10912.33    |   |  |         |                                |                                   |
| GRAND TOTALS  |                          |                      |                                   |             |   |  |         |                                |                                   |

For (Contract): City of Laurel Healthy Heroes Initiative

Application Number: Final

Application Period: 08/09/18

Application Date: 08/09/18

| A            |                     | B                 |                        | C              | D                            | E                               | F                          |                                  |             |                   |
|--------------|---------------------|-------------------|------------------------|----------------|------------------------------|---------------------------------|----------------------------|----------------------------------|-------------|-------------------|
| Bid Item No. | Description         | Bid Item Quantity | Unit Price             | Bid Item Value | Estimated Quantity Installed | Value of work installed to date | Materials Presently stored | Total Completed & stored to date | % Completed | Balance to Finish |
| 1.0          | Mobilization        | LS                | <del>\$12,558.95</del> | \$12,558.95    | LS                           | \$12,558.95                     |                            | \$12,558.95                      | 100%        | \$0               |
| 2.0          | Stework             | LS                | <del>\$10,000.00</del> | \$10,000.00    | LS                           | \$10,000.00                     |                            | \$10,000.00                      | 100%        | \$0               |
| 3.0          | Reinforced concrete | 1500 SY           | <del>\$46.30</del>     | \$69,450.00    | 1500 SY                      | \$69,450.00                     |                            | \$69,450.00                      | 100%        | \$0               |
| 4.0          | Select Backfill     | 200 CY            | <del>\$20.00</del>     | \$4,000.00     | 200 CY                       | \$4,000.00                      |                            | \$4,000.00                       | 100%        | \$0               |
| 5.0          | Crushed stone base  | 250 CY            | <del>\$79.57</del>     | \$19,892.50    | 250 CY                       | \$19,892.50                     |                            | \$19,892.50                      | 100%        | \$0               |
| 6.0          | 13 mm rubber mat    | LS                | <del>\$50,891.00</del> | \$50,891.00    | LS                           | \$50,891.00                     |                            | \$50,891.00                      | 100%        | \$0               |
| 7.0          | 18" HDPE            | 32 LF             | <del>\$72.65</del>     | \$2,324.80     | 32 LF                        | \$2,324.80                      |                            | \$2,324.80                       | 100%        | \$0               |

Totals

Retainage only

10,912.33

## SUMMARY CHANGE ORDER NO. 3

OWNER: City of Laurel

CONTRACTOR: Tim Parker Construction, Inc.

PROJECT NAME: Healthy Heroes Initiative #2 Police Training Academy Walking Track

CONTRACT NO.: \_\_\_\_\_

REASON FOR CHANGE: Summary Change Order No. 3 reflects the actual quantities used to complete the project.

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 |
|----------|------------------------------|----------|------------|---------------|------|--------------|-----------------|
| 1.0      | Mobilization                 | 1        | 1          | 0             | LS   | \$ 12,588.95 | \$ -            |
| 2.0      | Site Work                    | 1        | 1          | 0             | LS   | \$ 10,000.00 | \$ -            |
| 3.0      | Reinforced Concrete Sidewalk | 1,500    | 1,500      | 0             | CY   | \$ 48.30     | \$ -            |
| 4.0      | Select Backfill              | 200      | 200        | 0             | CY   | \$ 34.95     | \$ -            |
| 5.0      | Crushed Stone Subbase        | 250      | 250        | 0             | SY   | \$ 79.57     | \$ -            |
| 6.0      | 13 mm Rubber Polymer Mat     | 1        | 1          | 0             | LF   | \$ 50,897.00 | \$ -            |
| 7.0*     | 18" HDPE Corrugated Pipe     | 32       | 32         | 0             | LF   | \$ 72.65     | \$ -            |

\*Change Order No 1 was the replacement of the existing 15" culvert that collapsed that was previously approved

\*\*Change Order No 2 was a time extension to allow the concrete sidewalk to properly cure that was previously approved

Total Change = \$0.00

ORIGINAL CONTRACT AMOUNT: \$166,798.45

TOTAL CONTRACT CHANGES TO DATE: \$2,324.80

CURRENT CONTRACT AMOUNT: \$169,123.25

THIS CONTRACT CHANGE: \$0.00

REVISED CONTRACT AMOUNT: \$169,123.25

CURRENT CONTRACT COMPLETION DATE: June 23, 2018

TIME EXTENSION REQUIRED BY CHANGE: 20 Days\*\*

REVISED CONTRACT COMPLETION DATE: July 13, 2018

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

RECOMMENDED BY: Maudelga Hegwood 8/13/18  
Neel-Schaffer, Inc. DATE  
ENGINEER

ACCEPTED BY: Tim Parker 8/13/18  
Tim Parker Construction, Inc. DATE  
CONTRACTOR

APPROVED BY: \_\_\_\_\_ DATE  
City of Laurel, Mississippi





# AIA® Document G707™ – 1994

## Consent Of Surety to Final Payment

Bond No. 8000469

**PROJECT: (Name and address)**

Healthy Heros Initiative #2 Police Training  
Academy Walking Track  
Laurel, MS

**TO OWNER: (Name and address)**

City of Laurel  
401 North 5th Ave  
Laurel, MS 39440

**ARCHITECT'S PROJECT NUMBER:**

**CONTRACT FOR:** Healthy Heros Initiative #2 Police Training Academy Walking Track Bond

**CONTRACT DATED:** March 27, 2018

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☒

SURETY: ☐

OTHER: ☐

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

FCCI Insurance Company  
6300 University Parkway  
Sarasota, FL 34240-8424

, SURETY,

on bond of

(Insert name and address of Contractor)

Tim Parker Construction, Inc.  
306 Willie Hilbun Road  
Soso, MS 39480

, 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  
401 North 5th Ave  
Laurel, MS 39440

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 7, 2018  
(Insert in writing the month followed by the numeric date and year.)

FCCI Insurance Company

(Surety)

  
(Signature of authorized representative)

Katie Cooley

Attorney-In-Fact

(Printed name and title)

Attest:  
(Seal):





More than a policy. A promise.

## GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Marjorie Ann Hall; Charles E Kent; Carole A Reon; Katie Cooley; Ellen Bigbie; Neill N Thames; Bradford D Kent

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$7,500,000): \$7,500,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 25<sup>TH</sup> day of September, 2016.

Attest:

Craig Johnson  
Craig Johnson, President  
FCCI Insurance Company

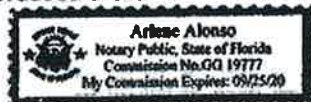


Thomas A. Koval  
Thomas A. Koval Esq., EVP, Chief Legal Officer,  
Government Affairs and Corporate Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso  
Notary Public

## CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 7<sup>th</sup> day of August, 2016

Thomas A. Koval  
Thomas A. Koval, Esq., EVP, Chief Legal Officer,  
Government Affairs and Corporate Secretary

# Tim Parker Construction, Inc.

306 Willie Hilbun Rd. Soso, MS 39480  
Phone: (601)-763-7352 Fax: (601)-763-7355

August 9, 2018

Neel Schaffer Engineers, Inc  
328 N Magnolia St,  
Laurel, MS 39441

Attn: Ennis Crosby

Re: Healthy Heroes Initiative #2

Mr. Crosby

Please be advised that this letter serves as our acknowledgement of a one year corrective period for any defective work. We further state that we guarantee our work for one year from the date you specify as completion date. if any work is found to be defective during this one year time period, we further certify that we will report to the site in a timely manner after being notified and repair or correct such deficiency.

Sincerely,

  
\_\_\_\_\_  
April Parker, Secretary  
Tim Parker Construction, Inc.

Subscribed and sworn to me this 10<sup>th</sup> day of Aug, 2018  
State of: Ms County of Jones  
Notary Public Sharon Coats My commission Expires: \_\_\_\_\_







**Sports Contractors**  
Unlimited LLC

**7-11-18**

## **Laurel Walking Track**

### **Closeout**

- **5 year warranty has been included.**
- **The new surface is constructed for foot traffic only.**
- **Tennis shoes and footwear with soft soles are recommended.**
- **Sharp objects and cleats can damage the surface.**
- **The surface will not resist the effects of strong detergents or cleaners.**
- **Oil or gasoline products can damage the surface.**
- **Herbicides with oil based products can damage the surface.**
- **Bikes, skates, scooters, etc.. will damage the surface.**
- **No wheeled vehicles at all should be allowed on the surface.**
- **Lawn maintenance equipment should maintain a safe distance from the edges. String trimers need to take care not to cut the surface.**
- **Crossing the surface for maintenance inside the track should use plywood/heavy cloth mats or other suitable protective measures from the equipment.**

**Sports Contractors Unlimited LLC**



2010 Oak Grove Road  
Building 4 Suite 2  
Hattiesburg, MS 39402



Cell 601.818.0070  
Fax 601.261.0014  
tshook@scullc.com

**Tim Parker Construction, Inc.**

306 Willie Hilbun Rd.  
Soso, MS 39480  
601-763-7352 Office  
601-763-7355 Fax

**CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**

**Identifying Information:**

Project Name: City Of Laurel Healthy Heroes Initiative, Laurel, MS  
Name of Claimant: Tim Parker Construction  
Name of Customer: City of Laurel  
Job location: Police Drive, Laurel, MS

Owner: City of Laurel

**Conditional Waiver and Release:**

Upon receipt of payment, this document waives and released lien, stop payment notice, and payment to bond rights the Claimant has for labor and services provided, and equipment and material delivered, to the Customer, Owner, and Job Owner on this job through the through Date of this document. This document is effective only on the claimant's receipt of payment from the Customer. Before any recipient of this document relies on it, said party should verify evidence of payment to the Claimant.

The Substantial Completion Date for this project is August 8, 2018, therefore all warranties and guarantees provided under the terms of the contract and construction documents will be set from this date. The Claimant agrees that this payment is full and final compensation for the work of the contract and for any and all claims, back charges, and delays associated with the project. No other requests for payment will be made in regards to the work for this project.

The Claimant has received the following progress payment:

\$ \_\_\_\_\_ For Pay App # Final

**Signature:**

Claimant's Signature: April Parker

Claimant's Name & Title: April Parker, Secretary

Date of Signature: 8/10/18

Subscribe and sworn to before me this 10<sup>th</sup> day of Aug, 20 18

State of: MS County of: Jones

Notary Public: Sharon Coats My commission Expires

