



December 9, 2020

Mr. Michael Reso
City Manager
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Re: Diamondhead Roadway Improvements - Phase 2
Final Completion
DE Project No. 730-1000-014

Dear Mr. Reso,

Substantial completion for the above referenced project was reached on September 23, 2020. The Contractor had 30 days from the substantial completion date to address all items on the punch list. All of the punch list items have been completed. Digital Engineering certifies that the work for this project was constructed in general conformance with the plans and specifications. The punch list was completed within 30 days of substantial completion in accordance with the Contract Documents and the Contractor is not subject to any liquidated damages.

Any issues that arise here after within the one (1) year warranty will be addressed and corrected by the Contractor per the Contract Documents. Attached is a copy the Contractor's warranty letter.

Should you have questions or need additional information, please contact our office.

Sincerely,

DIGITAL ENGINEERING



John M. Stein, P.E.
Manager of Engineering Operations

cc: Carlos Morales, WP
Joel Moody, WP
Jeannie Klein, COD

Enclosures



ASPHALT CONTRACTORS & MINING

POST OFFICE BOX 572
HATTIESBURG, MISSISSIPPI 39403
TELEPHONE (601)544-7811 – FAX (601)544-2005

POST OFFICE BOX 2545
GULFPORT, MISSISSIPPI 39503
TELEPHONE (228)896-8003 – FAX (228)896-8155

WARRANTY

Date: December 2, 2020

To: Digital Engineering

Attn: John Stein

From: Warren Paving, Inc.

The undersigned guarantees to City of Diamondhead that they will be responsible for faulty or defective materials, equipment and workmanship in the Diamondhead Roadway Improvements-Phase 2 work and that they will remedy any defects due thereto and pay for all damage to other work resulting therefrom, which shall appear within a period of One (1) year from the date of Substantial Completion (September 23, 2020.)

During this period, upon written notice from City of Diamondhead to do so, the undersigned shall proceed with due diligence at the undersigned's expense to replace properly any defective materials and equipment or perform any labor necessary to correct any defect in the work.

Subscribed and sworn to before me

This 2 day of December, 2020.

My Commission Expires: 8-7-24

Brittany Urbati Notary Public



Warren Paving, Inc.

December 9, 2020

Mr. Michael Reso
City Manager
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Re: Diamondhead Roadway Improvements – Phase 2
Pay Application No.2-Final
DE Project No. 730-1000-014

Dear Mr. Reso,

Please find attached Payment Request No. 2 - Final from Warren Paving Inc. for construction on the above referenced project in the amount of \$35,090.02.

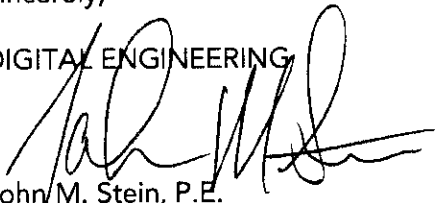
We have verified all quantities, stored materials, and work completed and we recommend approval for payment. The retainage amount of \$24,594.87 will be released in this payment. Should you have questions or need additional information, please contact our office.

Attached are copies of the Contractor's Affidavit of Payments of Debts and Claims, Consent of Surety to Final Payment, and Certificate of Insurance.

Should you have questions or need additional information, please contact our office.

Sincerely,

DIGITAL ENGINEERING


John M. Stein, P.E.
Manager of Engineering Operations

cc: Carlos Morales, WP
Joel Moody, WP
Jeannie Klein, COD

Enclosures

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 220037.2

To Owner: CITY OF DIAMONDHEAD Project:
5000 DIAMONDHEAD CIRCLE

DIAMONDHEAD, MS 39525

220037- Diamondhead
Roadway
Improvements Phase 2

Application No.: 2

Distribution to:
Owner Architect Contractor

Period To: 10/30/2020

From Contractor: Warren Paving Inc PO
Box 572
Hattiesburg, MS 39403

Via Architect: Digital Engineering

Project Nos: Contract Date:

Contract For:

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.

1. Original Contract Sum	\$457,056.13
2. Net Change By Change Order	\$34,841.32
3. Contract Sum To Date	\$491,897.45
Total Completed and Stored To Date	\$491,897.45
Retainage:	
a. 0.00 of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
Total Earned Less Retainage	\$491,897.45
Less Previous Certificates For Payments	
8. Current Payment Due	\$456,807.43
	\$35,090.02
9. Balance To Finish, Plus Retainage	\$0.00

CONTRACTOR: Warren Paving Inc

By:  Date: 11/18/2020

State of MS
Subscribed and sworn to before me this November 18, 2020

County of: Harrison

Notary Public: 
My Commission expires: 8-7-24



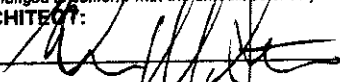
ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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 \$35,090.02

(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:  Date: 12/8/2020

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	\$35,523.36	\$0.00
Total Approved this Month	\$0.00	\$682.04
TOTALS	\$35,523.36	\$682.04
Net Changes By Change Order	\$34,841.32	

CONTINUATION SHEET

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. : 2
 Application Date : 10/30/20
 To: 10/30/20
 Architect's Project No.:

Invoice #: 220037.2

Contract: 220037- Diamondhead Roadway Improvements Phase 2

A Item No.	B Description of Work	C Scheduled Value		D+E Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G/C)	I Balance To Finish (C-G)		Retainage
		QTY	\$AMT	From Previous Application (D+E)	This Period In Place				To Finish	Retainage	
1000	Preconstruction Video	1.00	263.75	1.00	263.75	0.00	263.75	100.00%	0.00	0.00	
2000	Construction Layout	1.00	1,582.50	1.00	1,582.50	0.00	1,582.50	100.00%	0.00	0.00	
3000	Cleanup dressing and sodding	1.00	4,747.50	1.00	4,747.50	0.00	4,747.50	100.00%	0.00	0.00	
4000	Project Sign	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
5000	Stop Bar Striping	320.00	2,822.40	0.00	320.00	0.00	2,822.40	100.00%	0.00	0.00	
6000	Solid Double Yellow	2,595.00	2,880.45	0.00	2,595.00	0.00	2,880.45	100.00%	0.00	0.00	
7000	White Solid Line	4,815.00	5,344.65	0.00	4,815.00	0.00	5,344.65	100.00%	0.00	0.00	
308100	Alt 1 Fine Grading Limestone	1.00	1,000.00	1.00	1,000.00	0.00	1,000.00	100.00%	0.00	0.00	
403101	1.5IN 9.5mm ST Overlay	55,017.00	431,333.28	55,017.00	431,333.28	0.00	431,333.28	100.00%	0.00	0.00	
403102	Alt 1 1.5IN 9.5mm ST	407.00	3,296.70	407.00	3,296.70	0.00	3,296.70	100.00%	0.00	0.00	
403103	Alt 1 3IN 19mm ST	407.00	6,756.20	407.00	6,756.20	0.00	6,756.20	100.00%	0.00	0.00	
403104	Alt 2 Makiki Drive	284.50	2,304.45	284.50	2,304.45	0.00	2,304.45	100.00%	0.00	0.00	
403105	Muolea Ct Driveway Repairs	1.00	2,500.00	1.00	2,500.00	0.00	2,500.00	100.00%	0.00	0.00	
406101	Makiki Drive Milling	284.50	7,112.50	284.50	7,112.50	0.00	7,112.50	100.00%	0.00	0.00	
618400	Maintenance of Traffic	1.00	5,230.37	1.00	5,230.37	0.00	5,230.37	100.00%	0.00	0.00	

CONTINUATION SHEET

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. : 2
 Application Date : 10/30/20
 To: 10/30/20
 Architect's Project No.:

Invoice # : 220037.2

Contract : 220037- Diamondhead Roadway Improvements Phase 2

A Item No.	B Description of Work	C Scheduled Value		D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)		I Retainage			
		QTY	\$AMT	From Previous Application (D+E)					This Period In Place	0.00		0.00	0.00	0.00
620100	Mobilization	1.00	10,000.00	1.00	10,000.00	0.00	10,000.00	100.00%	0.00	0.00				
CO1-3	Makiki Drive Base Course	284.50	4,722.70	284.50	4,722.70	0.00	4,722.70	100.00%	0.00	0.00				
CO1-2	Makiki Drive Base Repairs	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00				
Grand Totals			491,897.45		456,807.43	11,047.50	0.00	491,897.45	100.00%	0.00	24,594.87			

AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: (Name and address) ARCHITECT'S PROJECT NUMBER: 730-1000-14 OWNER
Diamondhead Roadway CONTRACT FOR: *Asphalt Paving* ARCHITECT
Improvements Phase 2 CONTRACTOR

TO OWNER: (Name and address) CONTRACT DATED: June 23, 2020 SURETY
City of Diamondhead OTHER
6000 Diamondhead Circle
Diamondhead, MS 39525

STATE OF: *MS*

COUNTY OF: *Harrison*

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.

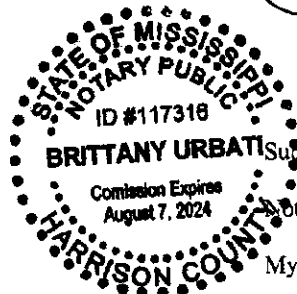
CONTRACTOR: (Name and address)

Warren Paving Inc.

BY: 11211 Reichold Road
Gulfport, MS 39503

(Signature of authorized representative)

Joel Moody Project Manager
(Printed name and title)



Subscribed and sworn to before me on this date: *12/3/2020*

Notary Public: *Brittany Urbati*

My Commission Expires: *8-7-24*

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.

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**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

Bond No. 107277284

TO OWNER:
(Name and address)

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

PROJECT:
(Name and address)

Diamondhead Roadway Improvements - Phase 2 in the City of Diamondhead, MS

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED: June 23, 2020

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

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

, SURETY,

on bond of
(Insert name and address of Contractor)

Warren Paving, Inc.
P. O. Box 572
Hattiesburg, MS 39403

, 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 Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 1, 2020
(Insert in writing the month followed by the numeric date and year.)

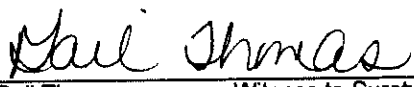
Travelers Casualty and Surety Company of America

(Surety)

By: 
(Signature of authorized representative)

Joshua T. Jones Attorney-in-Fact

(Printed name and title)

Attest: 
(Seal): Gail Thomas Witness to Surety



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Joshua T. Jones of Ridgeland, Mississippi**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 1st day of December, 2020



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Client#: 1972318

526WARREPAV1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 1020 Highland Colony Parkway Suite 302 Ridgeland, MS 39157	CONTACT NAME: Darlene Manley	
	PHONE (A/C, No, Ext): 601 790-8514 FAX (A/C, No): 601-607-7341	
	E-MAIL ADDRESS: darlene.manley@mcgriffinsurance.com	
INSURED Warren Paving Inc. P.O. Box 572 Hattiesburg, MS 39403	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Company	16535
	INSURER B : Travelers Property Casualty Co of Amer	25674
	INSURER C : Great American Insurance Company	16691
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

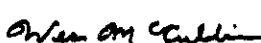
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	GLO673337001	03/01/2020	03/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BAP673337101	03/01/2020	03/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			ZUP71N21392	12/04/2019	03/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC980945703	03/01/2020	03/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Excess Liability			TUE033022711	12/04/2019	03/01/2021	\$15,000,000 occ \$15,000,000 agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Diamondhead Roadway Improvements - Phase 2 in the City of Diamondhead, MS

CERTIFICATE HOLDER

CANCELLATION

City of Diamondhead 5000 Diamondhead Circle Diamondhead, MS 39525	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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