



2019-055

5000 Diamondhead Circle • Diamondhead, MS 39525-3260
Phone: 228.222.4626 Fax: 228.222.4390
www.diamondhead.ms.gov

February 18, 2020

Mayor and Council
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Councilmembers:

Devil's Elbow Improvements –Change Order No. 1, Final Payment and Close Out

Attached for review and consideration is the Certificate of Substantial Completion as of January 29, 2020, Change Order No. 1 in the amount of \$1000, final pay application in the amount of \$13,123.14 and other related close out documents relating to Devil's Elbow Improvements.

If you find these documents to be in order, please accept Substantial Completion as of January 29, 2020 and approve Change Order No. 1 in the amount of \$1,000 as well as final payment in the amount of \$13,123.14 to J. E. Borries, Inc. for the Devil's Elbow Improvements.

Sincerely,

Michael Reso
City Manager

attachment

AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address) **Devils Elbow Improvements Project**
Diamondhead, Ms. ARCHITECT'S PROJECT NUMBER:
CONTRACT FOR: **Devils Elbow Improvements**
TO OWNER: (Name and address) **City of Diamondhead**
5006 Diamondhead Circle CONTRACT DATED: **9/16/19**
Diamondhead, Ms. 39525

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

STATE OF: **Mississippi**
COUNTY OF: **HARRISON**

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:

1. 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:

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.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: (Name and address)

J.E. Borries, Inc.
16701 Hwy 57
Vancleave, Ms. 39565

BY:

Jason Borries
(Signature of authorized representative)

Jason Borries, President
(Printed name and title)

Subscribed and sworn to before me on this date:

2/7/2020

Notary Public:

My Commission Expires: **12/20/2021**





February 13, 2020

Jeannie Klein
City Clerk
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

RE: Devils Elbow Improvements – Close Out Documents

Ms. Klein,

Please accept this letter as our recommendation for the close out of the above referenced project to include the Substantial Completion Certificate, Final Pay Application, and all close out documents.

The contractor has included all outstanding work items. Any warranty issues should be directed toward Bob Hodges with JE Borries, Inc. at (228) 669-2626 or (jeborries@gmail.com). The date of the Substantial Completion is January 29, 2020 and therefore the warranty period will begin on this date and lasts for a period of 1 year.

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

Sincerely,

Jason Chiniche, P.E.

Jason Chiniche, PE

Enclosures

Date of Issuance: 02/14/2020
Owner: CITY OF DIAMONDHEAD
Contractor: JE BORRIES, INC.
Engineer: JAMES J. CHINICHE, P.A., INC.
Project: DEVILS ELBOW IMPROVEMENTS

Effective Date: 2/14/2020
Owner's Contract No.:
Contractor's Project No.:
Engineer's Project No.: 17-057-003
Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

Change order required to account for the added material costs of larger Coast Guard required navigational signage.

Attachments: *[List documents supporting change]*

None

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>254,550.00</u>	Original Contract Times: Substantial Completion: <u>120 days from 10/16/2019</u> Ready for Final Payment: <u>150 days from 10/16/2019</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u> </u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>NA</u> Ready for Final Payment: <u> </u> days
Contract Price prior to this Change Order: \$ <u> </u>	Contract Times prior to this Change Order: Substantial Completion: <u>NA</u> Ready for Final Payment: <u> </u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>1,000</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>NA</u> Ready for Final Payment: <u> </u> days or dates
Contract Price incorporating this Change Order: \$ <u>255,550.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>120 days from 10/16/2019</u> Ready for Final Payment: <u>150 days from 10/16/2019</u> days or dates

RECOMMENDED		ACCEPTED:		ACCEPTED:	
By: <u>James Chiniche, P.E.</u>	By: <u> </u>	By: <u> </u>	By: <u> </u>		
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: <u>JJC Project Manager</u>	Title: <u> </u>	Title: <u> </u>			
Date: <u>02/14/2020</u>	Date: <u> </u>	Date: <u> </u>			

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Diamondhead	Owner's Contract No.:
Contractor: JE Borries Inc.	Contractor's Project No.:
Engineer: James J. Chiniche PA Inc.	Engineer's Project No.: 17-057-003
Project: Devils Elbow Improvements	Contract Name:

This Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

January 29, 2020

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 Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. 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.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract.

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.

EXECUTED BY ENGINEER:

By: Jason Chiniche, P.E.
(Authorized signature)
Title: Jason Chiniche-P.E.
Date: 01/29/2020

RECEIVED:

By: _____
Owner (Authorized Signature)
Title: _____
Date: _____

RECEIVED:

By: Robert A. Hodges
Contractor (Authorized Signature)
Title: Proj. Coordinator
Date: 2/3/2020



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. #4	
Application Period: January 21, 2020-February 14, 2020	Application Date: 2/14/2020
To The City of Diamondhead Diamondhead Circle Diamondhead, MS 39525	From (Contractor): JIS Barries Inc. 16701 HWY 57 Vandalia, MS 39565
(Owner): Project: Devils Elbow Improvements	Via (Engineer): Jason Christie, 411 HWY 90, Bay Saint Louis, MS 39520
Owner's Contract No.:	Contractor's Project No.:

Application For Payment
Change Order Summary

Approval of Change Orders	Number	Additions	Deductions
1. ORIGINAL CONTRACT PRICE			\$ 5254,590.00
2. Net change by Change Orders			\$
3. Current Contract Price (Line 1 + 2)			\$ 5254,590.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)			\$ 5254,590.00
5. RETAINAGE			
a. X		Was % Completed	\$
b. X		Stored Material	\$
c. Total Retainage (Line 5a + Line 5b)			\$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)			\$ 5254,590.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)			\$ 5242,414.56
8. AMOUNT DUE THIS APPLICATION			\$ 512,175.44
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 8c above)			\$

Contractor's Certification	
The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under this Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	
Contractor Signature <i>Robert A. Hedges</i>	Date: 2/13/2020

Paymaster of	\$	\$13,123.14	(Line 8 or other - attach explanation of the other amount)
is recommended by:	<i>Jason Christie, P.E.</i> (Engineer) 02/13/2020 (Date)		
Payment of:	\$	\$13,123.14	(Line 8 or other - attach explanation of the other amount)
is approved by:	(Owner) (Date)		
Approved by:	Funding or Financing Entity (if applicable) (Date)		

Contractor's Application

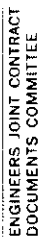
Progress Estimate - Unit Price Work

For (Contract):		Dredge Elbow Improvement Project		Application Number:		#4				
Application Period:		January 24, 2020-February 14, 2020		Application Date:		2/14/2020				
Bid Item No.	Item Description	Item Quantity	Contract Information		C	D	E	F.1	F	G
			Units	Unit Price						
01500 A	Mobilization	1	L.S	\$30,000.00						
04000 A	Dredging (incl Muck Collection and Pumping)	1200	CY	\$50.00						
02350 A	Vinyl Sheet Piling	285	LF	\$750.00						
02875 A	Channel Marker Lights	4	EA	\$2,000.00						
02950 A	Typical Spigots	4	EA	\$200.00						
06300 A	24-12" Diameter Class B Timber Piling	1275	LF	\$30.00						
06300 B	3" X 8" Full Oak Timber Waler	470	LF	\$55.00						
Totals						\$600.00		\$254,950.00	\$254,950.00	

Stored Material Summary

Contractor's Application

For (Contract):				Details Elbow Improvements Project				Application Number: 21-47020	
Application Period:				January 21, 2020-February 14, 2020				Application Date:	
A Bid Item No.	Supplier Invoice No.	B Submitted No. (With Specification Section No.)	C Storage Location	Description of Materials or Equipment Stored	D Stored Previously		E Amount Stored this Month (\$)	F Subtotal Amount Completed and Stored to Date (D + E)	G Materials Remaining in Storage (\$) (D + E - F)
					Date Placed into Storage (Month/Year)	Amount (\$)			
01900 A				Mobilization					
01800 A				Designing (w/ Marsh Creation and Plantings)					
02850 A			Lead-Derby Elbow, Diamondhead, MS	Vinyl Sheet Piling	11/2019	\$34,775.50		\$77,550.00	\$34,775.50
02875 A				Channel Marker Lights					
02950 A				Typical Signage					
06300 A			Beige-Derby Elbow, Diamondhead, MS	25'-12" Diameter Class B Timber Piling	11/2019	\$9,424.00		\$36,250.00	\$9,424.00
06390 B			Beige-Derby Elbow, Diamondhead, MS	3" X 8" Full Out Timber Water	11/2019	\$2,371.20		\$39,550.00	\$2,371.20
				Totals		\$44,590.70		\$155,790.00	\$46,578.20



#4

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE		Application Period	January 21, 2020-February 14, 2020	Application Date:	2/14/2020
To	The City of Diamondhead Diamondhead Circle Diamondhead, MS 39525	From (Contractor):	JE Borries Inc. 16701 HWY 57 Vanceleave, MS 39565	Via (Engineer)	Jason Chiniche, 412 HWY 90, Bay Saint Louis, MS 39520
(Owner):					
Project:	Devils Elbow Improvements	Contract	Devils Elbow Improvements Project		
Owner's Contract No.:		Contractor's Project No.:		Engineer's Project No.:	17-057-003

Application For Payment
Change Order Summary

Change Order Summary		
Approved Change Orders	Additions	Deductions
Number		
TOTALS		
NET CHANGE BY		
CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE..... \$ \$254,550.00

2. Net change by Change Orders..... \$ _____

3. Current Contract Price (Line 1 + 2)..... \$ \$254,550.00

4. TOTAL COMPLETED AND STORED TO DATE

(Column F total on Progress Estimates)..... \$ \$255,550.00

5. RETAINAGE:

a. X Work Completed..... \$ _____

b. X Stored Material..... \$ _____

c. Total Retainage (Line 5.a + Line 5.b)..... \$ _____

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ \$255,550.00

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$242,426.86

8. AMOUNT DUE THIS APPLICATION..... \$ \$13,123.14

9. BALANCE TO FINISH, PLUS RETAINAGE

(Column G total on Progress Estimates + Line 5.c above)..... \$ _____

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment.
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances), and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

<p>The undersigned Contractor certifies, to the best of its knowledge, the following:</p> <p>(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;</p> <p>(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and</p> <p>(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.</p>		
<p>Contractor Signature</p> <p>By: _____</p>	<p>Date: _____</p>	

<p>Payment of: \$ <u>\$13,123.14</u></p> <p>(Line 8 or other - attach explanation of the other amount)</p>	<p><u>James Chinelo, P.E.</u></p> <p>(Engineer)</p> <p>1/29/2020</p> <p>(Date)</p>
<p>is recommended by:</p>	<p>Payment of: \$ <u>\$13,123.14</u></p> <p>(Line 8 or other - attach explanation of the other amount)</p>
<p>is approved by:</p>	<p>(Owner)</p> <p>(Date)</p>
<p>Approved by:</p>	<p>Funding or Financing Entity (if applicable)</p> <p>(Date)</p>

Stored Material Summary

Contractor's Application

Devis Elbow Improvements Project												Application Number:		#4		
Application Period			January 21, 2020-February 14, 2020										Application Date		2/14/2020	
A		B	C			D		E	F		G					
Bid Item No.	Supplier Invoice No	Submittal No (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Stored Previously		Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)					
					Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)						
01500 A				Mobilization												
01600 A				Dredging (w/ Marsh Creation and Plantings)												
02360 A			Land-Devis Elbow, Diamondhead, MS	Vinyl Sheet Piling	11/2019	\$34,775.50		\$77,550.00	1/2020	\$34,775.50						
02875 A				Channel Marker Lights												
02950 A				Typical Signage												
06300 A			Barge-Devis Elbow, Diamondhead, MS	25'-12" Diameter Class B Timber Piling	11/2019	\$9,424.00		\$38,250.00	1/2020	\$9,424.00						
06300 B			Barges-Devis Elbow, Diamondhead, MS	3" X 8" Full Cut Timber Water	11/2019	\$2,371.20		\$39,950.00	1/2020	\$2,371.20						
Totals								\$46,570.70	\$155,750.00		\$46,570.70					



AIA Document G707™ – 1994

Consent Of Surety to Final Payment

Bond # 1001136419

PROJECT: <i>(Name and address)</i> Devils Elbow Improvements, City of Diamondhead, Hancock County, MS	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
	CONTRACT FOR: Construction	ARCHITECT: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> City of Diamondhead 5000 Diamondhead Circle Diamondhead, MS 39525	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

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

U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040-6094

, SURETY.

on bond of

(Insert name and address of Contractor)

J. E. Borries, Inc.
16701 Highway 57
Vancleave, MS 39565

, 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: February 5th, 2020
(Insert in writing the month followed by the numeric date and year.)

U.S. Specialty Insurance Company

(Surety)

(Signature of authorized representative)

Dewey B. Mason, Attorney-in-Fact

(Printed name and title)

Attest:

(Seal):



**TOKIO MARINE
HCC**

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jim E. Brashier, Troy P. Wagener, Loren Richard Howell, Jr., Dewey B. Mason,
Kathleen B. Scarborough, Susan Skrmetta, John W. Nance

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (**unlimited**). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

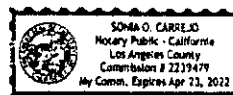
On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)



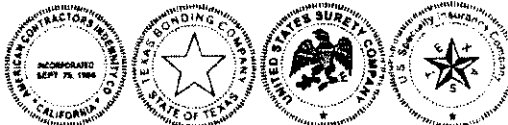
I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 5th day of February, 2020.

Corporate Seals

Bond No. 1001136419

Agency No. 17033



Kio Lo, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2020

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BXS Insurance P.O. Drawer 228 Biloxi MS 39533	CONTACT NAME: Patty Savage PHONE (A/C, No, Ext): 228-374-2000 FAX (A/C, No): 228-432-7420 E-MAIL: patty.savage@bksi.com ADDRESS: patty.savage@bksi.com
INSURED J. E. Borries, Inc. 16701 Highway 57 Vanceleave MS 39565	INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Specialty Insurance Company INSURER B: American Interstate Ins Co of Texas INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1058551791

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 SUBR INSD 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 <input checked="" type="checkbox"/> \$10,000 Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		B5JH9002619	2/25/2019	2/25/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$1,000,000 P & I \$1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		TRC-408738	2/25/2019	2/25/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$25,000		TRC-408737	2/25/2019	2/25/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	AVWCMS2824702019	8/17/2019	8/17/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER USL&H E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Maritime Employers Liability		AVWCMS2824702019	8/17/2019	8/17/2020	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Owners: Jason Borries and Roxanna Borries are excluded from Workers Compensation Coverage.
Devils Elbow Improvements (Marsh vegetation transplanting, dredging, bulkhead installation, and marsh creation)

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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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSURED/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

**CONTRACTOR'S
AFFIDAVIT OF
RELEASE OF LIENS**

AIA Document G706A

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO (Owner)

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, Ms.
39525

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Devils Elbow
Improvements

CONTRACT DATE: 9/16/19

PROJECT:

(name, address) Devils Elbow Improvements Project

State of: Mississippi

County of:

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, the best of his knowledge, information and belief, except as listed below, the Releases of 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 against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

N/A

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 the list thereof.

CONTRACTOR:

J.E. Borries, Inc.

Address: 16701 Hwy 57
Vancleave, Ms. 39565

BY:

Jason Borries
Jason Borries, President

Subscribed and sworn to before me this

7th day of Feb 20 20

Notary Public: Lisa Faye Joiner

My Commission Expires: 12/20/2021





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