

From: [Jones, Ann](#)
To: [Waits, Sharon](#)
Subject: FW: Tatum Park - Soccer Fields
Date: Tuesday, January 29, 2019 2:28:16 PM
Attachments: [Buckhaults Electric-Stuart Irby Claim Against Payment.pdf](#)
[20181226161004.pdf](#)
[20190117115609.pdf](#)

From: Moran M. Pope, III [mailto:randypope@popelaw.com]
Sent: Tuesday, January 29, 2019 10:12 AM
To: Jones, Ann <annjones@hattiesburgms.com>
Subject: FW: Tatum Park - Soccer Fields

Ann,

I'm forwarding you an email from Clark Hicks concerning the Buckhaults Electric soccer field lights issue. As you can see, Clark investigated this and advises us that we can go ahead and pay the bonding company (Granite Re) \$94,917.87 which will reimburse them for paying Irby and also \$38,082.13 to Buckhaults Electric representing the difference in the amount approved for payment by the engineer and the amount paid to Granite Re (who paid Irby). The remaining \$31,800.00 we will hold as retainage until the engineer gives us the green light. As Clark alludes, we can discuss liquidated damages when application is made for the retainage. I'd like to get these two payments on the claims docket for the February 5 Council meeting.

This is exactly what I wanted Clark to do (sort it all out and give us a recommendation as to how to resolve it), and I'm pleased with the outcome.

Randy

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From: Clark Hicks [mailto:clark@hicksattorneys.com]
Sent: Tuesday, January 29, 2019 9:13 AM
To: 'Moran M. Pope, III'
Cc: 'Lane Dossett'; 'Belynda Murphy'; geoffrey.crosby@neel-schaffer.com
Subject: Tatum Park - Soccer Fields

Randy --

I reviewed the paperwork submitted on this job and spoke by phone with Richard Buckhaults (contractor) and Geoffrey Crosby (architect).

I am satisfied that the city can approve payment as follows:

1. \$94,917.87 to Granite Re, Inc. (reimbursement for payment on the bond)
2. \$38,082.13 to Buckhaults Electric Service, LLC (difference between the \$133,000.00 approved for payment by the architect and the payment on the bond of \$94,917.87)

There remains a punch list and retainage to finish of \$31,800.00 (\$133,000.00 + \$31,800.00 = contract sum of \$164,800.00) and the issue of liquidated damages for delay. The architect will meet with the contractor on the punch list.

Clark

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