

2309112

Mare Linnell
8-21-2023



August 10, 2023
N-S Account No. NS.16779.001

Mr. Walter Osborne, City Clerk
City of Vicksburg
1401 Walnut St
Vicksburg, MS 39180

REFERENCE: LEVEE STREET EXTENSION SEGMENT 1

Dear Mr. Osborne:

Enclosed is our Invoice No. 1089562 in the amount of \$15,910.00 for professional services provided during the period ending July 31, 2023.

If you have any questions, please let me know.

Sincerely,

NEEL-SCHAFFER, INC.

Keith O'Keefe, P.E.
Senior Vice President
Central Mississippi Manager

KO:tv

engineers | planners | surveyors | environmental scientists | landscape architects

P. 601.534.1791
1100 Cherry Street
Vicksburg, MS 39183
www.neel-schaffer.com



August 09, 2023

Project No: NS.16779.001

Invoice No: 1089562

City of Vicksburg
 Dane Lovell
 P.O. Box 150
 Vicksburg, MS 39181

Project NS.16779.001 Levee St Extension Segment 1 Vicksburg
Professional Services from July 01, 2023 to July 31, 2023

Phase 003 Levee St Ext Seg 1 PE and Design

Task 01 Levee St Ext Seg 1 Design - NS Labor

Professional Personnel

	Hours	Rate	Amount	
Engineer III				
Edwards, Chadwick design	10.00	205.00	2,050.00	
Edwards, Chadwick design team coord; right of entry coord. with subs; coord. with H&H	2.00	205.00	410.00	
Edwards, Chadwick project coord.	2.00	205.00	410.00	
Edwards, Chadwick Rate Correction	-3.00	205.00	-615.00	
Senior Project Manager				
McEwen, Sarah site assessment and drainage areas	6.00	205.00	1,230.00	
Engineer Manager				
Edwards, Chadwick design	7.00	235.00	1,645.00	
Edwards, Chadwick pm	4.00	235.00	940.00	
Edwards, Chadwick Rate Correction	3.00	235.00	705.00	
Area Manager				
O'Keefe Jr., Frank Project Mgt	.50	265.00	132.50	
Senior Certified Engineering Technician				
Turner, Ira Plan	9.00	150.00	1,350.00	
Turner, Ira Plans	8.00	150.00	1,200.00	
Totals	48.50		9,457.50	
Total Labor				9,457.50

Project	NS.16779.001	Levee St Extension Segment 1 Vicksburg	Invoice	1089562	
Billing Limits			Current	Prior	To-Date
Total Billings			9,457.50	77,282.50	86,740.00
Limit					187,600.00
Remaining					100,860.00
Total this Task					\$9,457.50

Task	02	Levee St Ext Seg 1 ROW/Permit/Util Hourl
Professional Personnel		

	Hours	Rate	Amount	
Engineer III				
Edwards, Chadwick	1.00	205.00	205.00	
Coord. with attorney and insurance company regarding required insurance policy for railroad encroachment				
Edwards, Chadwick	2.00	205.00	410.00	
on site meeting with golding barge personnel to discuss work flow and impacts to golding right of way				
Edwards, Chadwick	-1.00	205.00	-205.00	
Rate Correction				
Edwards, Chadwick	1.00	205.00	205.00	
right of entry and insurance requirements; coord. and transmit to RR				
Engineer Manager				
Edwards, Chadwick	1.00	235.00	235.00	
Rate Correction				
Edwards, Chadwick	2.00	235.00	470.00	
working with JLL to satisfy requirements for right of entry				
Area Manager				
O'Keefe Jr., Frank	1.00	265.00	265.00	
KCS Railroad Right-of-Entry				
O'Keefe Jr., Frank	3.00	265.00	795.00	
KCS right -of-entry application finalization				
O'Keefe Jr., Frank	.50	265.00	132.50	
Railroad coordination				
O'Keefe Jr., Frank	1.00	265.00	265.00	
Railroad insurance coordination				
O'Keefe Jr., Frank	1.00	265.00	265.00	
Railroad right-of- entry				
O'Keefe Jr., Frank	1.00	265.00	265.00	
Railroad right-of-entry				
Totals	13.50		3,307.50	
Total Labor				3,307.50

Reimbursable Expenses

Licenses and Permits			1,000.00	
Total Reimbursables			1,000.00	1,000.00 ✓

Billing Limits	Current	Prior	To-Date
Total Billings	4,307.50	14,142.50	18,450.00
Limit			49,999.99
Remaining			31,549.99



Project	NS.16779.001	Levee St Extension Segment 1 Vicksburg	Invoice	1089562
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Total this Task	\$4,307.50
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Total this Phase	\$13,765.00
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Phase	019	Levee St Extension Seg 1 - Direct Costs
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Task	01	Railroad ROW Permits & Fees
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Reimbursable Expenses

Other Expenses-Projects

Total Reimbursables

	2,145.00	
1.0 times	2,145.00	2,145.00 ✓

Total this Task	\$2,145.00
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Total this Phase	\$2,145.00
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Total this Invoice	\$15,910.00
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Project NS.16779.001 Levee St Extension Segment 1 Vicksburg Invoice 1089562

Billing Backup

Wednesday, August 9, 2023

Neel-Schaffer, Inc.

Invoice 1089562 Dated 8/9/2023

4:25:23 PM

Project NS.16779.001 Levee St Extension Segment 1 Vicksburg

Phase 003 Levee St Ext Seg 1 PE and Design

Task 01 Levee St Ext Seg 1 Design - NS Labor

Professional Personnel

			Hours	Rate	Amount
Engineer III					
007271	Edwards, Chadwick	7/7/2023	1.00	205.00	205.00
007271	Edwards, Chadwick	7/7/2023	2.00	205.00	410.00
007271	Edwards, Chadwick	7/7/2023	-3.00	205.00	-615.00
007271	Edwards, Chadwick	7/14/2023	9.00	205.00	1,845.00
007271	Edwards, Chadwick	7/14/2023	2.00	205.00	410.00
Senior Project Manager					
007556	McEwen, Sarah	7/21/2023	6.00	205.00	1,230.00
Engineer Manager					
007271	Edwards, Chadwick	7/7/2023	3.00	235.00	705.00
007271	Edwards, Chadwick	7/21/2023	3.00	235.00	705.00
007271	Edwards, Chadwick	7/28/2023	4.00	235.00	940.00
007271	Edwards, Chadwick	7/28/2023	4.00	235.00	940.00
Area Manager					
002272	OKeefe Jr., Frank	7/21/2023	.50	265.00	132.50
Senior Certified Engineering Technician					
006988	Turner, Ira	7/7/2023	8.00	150.00	1,200.00
006988	Turner, Ira	7/21/2023	9.00	150.00	1,350.00
Totals			48.50		9,457.50
Total Labor					9,457.50
Total this Task					\$9,457.50

Task 02 Levee St Ext Seg 1 ROW/Permit/Util Hourl

Professional Personnel

			Hours	Rate	Amount
Engineer III					
007271	Edwards, Chadwick	7/7/2023	1.00	205.00	205.00
007271	Edwards, Chadwick	7/7/2023	-1.00	205.00	-205.00
007271	Edwards, Chadwick	7/14/2023	2.00	205.00	410.00
007271	Edwards, Chadwick	7/14/2023	1.00	205.00	205.00
Engineer Manager					
007271	Edwards, Chadwick	7/7/2023	1.00	235.00	235.00
007271	Edwards, Chadwick	7/28/2023	2.00	235.00	470.00
Area Manager					
002272	OKeefe Jr., Frank	7/7/2023	1.00	265.00	265.00
002272	OKeefe Jr., Frank	7/14/2023	1.00	265.00	265.00
002272	OKeefe Jr., Frank	7/14/2023	3.00	265.00	795.00
002272	OKeefe Jr., Frank	7/14/2023	1.00	265.00	265.00
002272	OKeefe Jr., Frank	7/21/2023	.50	265.00	132.50



Project	NS.16779.001	Levee St Extension Segment 1 Vicksburg			Invoice	1089562
002272	O'Keefe Jr., Frank	7/21/2023	1.00	265.00	265.00	
	Totals		13.50		3,307.50	
	Total Labor					3,307.50

Reimbursable Expenses
Licenses and Permits

AP 496050	7/12/2023	Kansas City Southern Railway /		1,000.00	
	Total Reimbursables		1.0 times	1,000.00	1,000.00

Total this Task \$4,307.50

Total this Phase \$13,765.00

Phase 019 Levee St Extension Seg 1 - Direct Costs

Task 01 Railroad ROW Permits & Fees

Reimbursable Expenses
Other Expenses-Projects

AP 496929	7/31/2023	Edgewood Partners Ins. Center / Railroad		2,145.00	
		Prot Liab Policy Levee St			
	Total Reimbursables		1.0 times	2,145.00	2,145.00

Total this Task \$2,145.00

Total this Phase \$2,145.00

Total this Project \$15,910.00

Total this Report \$15,910.00





Edgewood Partners Insurance Center
 3780 Mansell Road, Suite 370, Alpharetta, GA 30022 (770) 552-4225

Acct Name: Edgewood Partners Insurance Center - Trust
 Bank Name: JP Morgan Chase
 ABA# (Wire Transfer): 021000021 | ABA# (ACH): 322271627
 Account#: 283096771 | Swift: CHASUS33
 Epay Website: <https://epicbrokersprime.epaypolicy.com>

----- INVOICE -----

Neel-Schaffer, Inc.
 4450 Old Canton Road
 Suite 100
 Jackson, MS 39211

Invoice Date 08/02/23
Invoice No. 413347
Bill-To Code NEELINC
Client Code NEELINC
Inv Order No. 603*521051

Named Insured: Neel-Schaffer, Inc.

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: Edgewood Partners Ins. Center

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/17/23	07/17/23	Liberty Surplus Insurance Corporation to Policy No. RRP01020011	
	09/17/23	*New - CL Railroad Protective Li	2,000.00
		Surplus Lines Tax - CL Railroad Protec	80.00
		Stamping Fee - CL Railroad Protective	5.00
		Surcharge - CL Railroad Protective Li	60.00
		 *New Business RPL - Vicksburg MS Payment is due 15 days from date of invoice.	
		Invoice Number: 413347	
		Amount Due:	2,145.00

NEEL-SCHAFFER, INC.
DISBURSEMENT REQUISITION

VENDOR# _____

PAYEE Kansas City Southern Railway Company AMOUNT \$ 1,000⁰⁰

ADDRESS 427 West 12th St. DATE REQUIRED ASAP

Kansas City, MO 64105

Project No. NS. 16779.01
Br. _____ Number _____ Phase _____

Mail Check? No - give to
(Check will otherwise be returned to person making request) KO

General Ledger _____

Budget or Account to be Charged:

_____ Capital Budget (Requires approval of principal)

Description of item to be purchased _____

_____ Operating Budget (Requires approval of manager responsible for budget)

_____ Computer Software & Supplies

_____ Contribution

_____ Dues & Publications: _____ Department _____ Branch

_____ Marketing Expense

_____ Professional Development, Education & Training

_____ Department _____ Branch

_____ Personal _____ CADD/GIS

_____ Expense Advance (Requires approval of manager)

_____ Other (Description Required) _____

NOTE Original invoice (not statement) must accompany requisition to Accounting and will be retained in Accounting.

REQUESTED BY: _____ DATE _____

APPROVAL: [Signature] DATE 7/12/23

DATE PROCESSED: _____

VHS
DISBURSEMENT REQUISITION
4/16/03

RIGHT-OF-ENTRY AGREEMENT ("AGREEMENT")

KCS SAP No. _____

THIS AGREEMENT is effective this July 17th, 2023, by and between **MERIDIAN SPEEDWAY, LLC**, a Delaware limited liability company, called herein "Railway Company", and **NEEL-SCHAFFER, INC.**, to be addressed at 1100 Cherry Street, Vicksburg, MS 39183, called herein "Contractor" sometimes both together referred to as "Parties" herein.

WITNESSETH:

WHEREAS, The Contractor has requested the Railway Company to permit it access to its right-of-way to access 2.75 acres of Railway Company's property for the work described in Section 1 below ("Use") at Vicksburg (Warren County), MS at and/or near Railway Company's Mile Post VM-140.9 (Meridian Subdivision), as indicated on the print marked Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, the Parties understand that the permission granted herein by this Agreement by the Railway Company is limited to granting access to the property owned by the Railway Company only.

NOW, THEREFORE, it is mutually agreed by and between Railway Company and Contractor as follows:

1. **USE:** The Contractor acknowledges that this Agreement is limited only to Use noted in this Agreement. No other Use shall be permitted on Railway Company's property without the expressed written consent of Railway Company.

Work authorized under this agreement and as shown and described in Exhibit A includes a geotechnical exploration and a topographic and boundary survey for proposed roadway improvements. A Railway Company approved flagger is required during the Work. Contractors shall notify Railway Company two weeks in advance of Work so that the Work can be coordinated with the Trainmaster.

The Railway Company shall be informed of any changes to the approved plans and work methodology ("Work") as described in this Agreement. No changes to the Work shall be performed until a written approval is received by the Railway Company.

Contractor has complete and sole responsibility for, and direction of, its employees, agents, subcontractors or any persons or entity that Contractor hires to perform or assist in performing the services hereunder. Contractor and Railway Company agree that such persons shall not be considered employees, agents or contractors of Railway Company for any reason, and Contractor shall prohibit any activity that may be construed as creating an employment relationship between such persons and Railway Company.

2. **FLAGGING:** Railway Company hereby grants to Contractor, subject to the limitation of forty-eight (48) hours prior notice to Railway Company and subject to each and all of the terms, provisions and conditions herein contained, the right to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals. Notwithstanding the above, in no event shall Contractor have the right to cross Railway Company's tracks for purpose of ingress and egress. Neither Contractor, nor its employees, agents or subcontractors shall interfere with or obstruct any track or drainage structures and facilities on the property. Any damage caused by Contractor to Railway Company property shall be repaired immediately.

The safe operation of the Railway Company shall take precedence over Contractor's Work on the right-of-way. Contractor shall not, without the Railway Company's prior written consent, foul Railway Company's tracks. All Work of the Contractor to be performed on or adjacent to the right-of-way shall be coordinated with Railway Company so as to avoid, to the greatest extent possible, interference with Railway Company operations.

Except as authorized by the Railway Company, Contractor will not work within the Railway Company's right-of-way. The right-of-way is typically defined as an area measured fifty feet (50'), horizontally, on either side of the centerline of track with unlimited vertical distance within the horizontal limits. Additionally, Contractor will use reasonable efforts to locate all equipment, devices, and materials at a sufficient distance from any track to prevent apparatus or part of any equipment, device, or material, such as the boom of a crane or a dragline, from encroaching on the right-of-way of any track. When Contractor is in the Railway Company right-of-way for whatever reason or has a potential to encroach upon the Railway Company right-of-way, a qualified Railway Company flagman is required. It will be Contractor's responsibility to coordinate in obtaining and paying for the flagman from one of the following approved Railway Company flagging companies:

Railpros Field Services

David Allen	601-502-6485	david.allen@railpros.com
Joel Ashcraft	417-362-9007	joel.ashcraft@railpros.com

Bottom Line On-Track Safety Services

Jeff Yarbrough	972-824-3348	jeff.yarbrough@alliedtrack.com
Nick Loar	214-394-5237	nick.loar@alliedtrack.com

3. **EMERGENCY CONTACTS:** In the event of an emergency condition or situation requiring immediate attention, repair or action, contact: Neel-Schaffer, Inc - Contractor at 601-534-1791, Railway Company at 877-527-9464, and Flagger.

✓ 4. **FEE:** Contractor agrees to pay to Railway Company for the use of Railway Company's right-of-way and the privilege hereby granted, such use and privilege being expressly limited to the facilities described above, the one-time sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00), payable upon execution of this Agreement.

5. **TERM:** The right-of-entry herein granted to Contractor shall commence 7/17/2023, and shall continue until 9/22/2023, unless sooner terminated, or at such time as Contractor has completed its Work on Railway Company's property, whichever occurs earlier. Contractor agrees to notify the Railway Company Representative in writing when it has completed its Work on Railway Company property. This Agreement may be terminated by either party on ten (10) days' written notice to the other party.

6. **INDEMNITY: CONTRACTOR SHALL INDEMNIFY, SAVE AND HOLD HARMLESS RAILWAY COMPANY, ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES, FROM AND AGAINST ANY LOSS OR DAMAGE TO PROPERTY, OR PERSONAL INJURY OR DEATH TO ANY PERSON, THAT WOULD NOT HAVE OCCURRED BUT FOR CONTRACTOR'S PRESENCE ON RAILWAY COMPANY'S PROPERTY.**

It shall be the exclusive duty and responsibility of Contractor to inspect the property subject to this Agreement for the sole purpose of evaluating its safety for the entry of its employees, agents and

2309114

Dave Lrell
8/21/2023



August 10, 2023
N-S Account No. NS.17630.000

Mr. Walter Osborne, City Clerk
City of Vicksburg
1401 Walnut St
Vicksburg, MS 39180

REFERENCE: VICKSBURG – NRCS IOWA BLVD-FILLMORE ST

Dear Mr. Osborne:

Enclosed is our Invoice No. 1089582 in the amount of \$4,440.53 for professional services provided during the period ending July 31, 2023.

If you have any questions, please let me know.

Sincerely,

NEEL-SCHAFFER, INC.

Keith O'Keefe, P.E.
Senior Vice President
Central Mississippi Manager

KO:tv

engineers | planners | surveyors | environmental scientists | landscape architects

P: 601.534.1791
1100 Cherry Street
Vicksburg, MS 39183
www.neel-schaffer.com



August 09, 2023

Project No: NS.17630.000

Invoice No: 1089582

 City of Vicksburg
 Dane Lovell
 P.O. Box 150
 Vicksburg, MS 39181

 Project NS.17630.000 Vicksburg NRCS IOWA-Fillmore
Professional Services from July 01, 2023 to July 31, 2023

Phase	003	Vicksburg NRCS IOWA-Fillmore DESIGN	
Task	01	COV NRCS IOWA-Fillmore Design Labor	
Fee			
Total Fee		26,523.00	
Percent Complete	80.00	Total Earned	21,218.40
		Previous Fee Billing	17,239.95
		Current Fee Billing	3,978.45
		Total Fee	3,978.45
		Total this Task	\$3,978.45
Task	02	COV NRCS IOWA-Fillmore ROW Labor	
Fee			
Total Fee		2,888.00	
Percent Complete	23.00	Total Earned	664.24
		Previous Fee Billing	202.16
		Current Fee Billing	462.08
		Total Fee	462.08
		Total this Task	\$462.08
		Total this Phase	\$4,440.53
		Total this Invoice	\$4,440.53


 Federal Tax ID Number:
 64-0671634

 1100 Cherry Street
 Vicksburg, MS 39183


P: 601.534.1791

2309115

Dave Lull
8/21/2023



★ See Attach.

August 10, 2023
N-S Account No. NS.17760

Mr. Walter Osborne, City Clerk
City of Vicksburg
1401 Walnut St
Vicksburg, MS 39180

REFERENCE: MISSION 66 TRAFFIC REVIEW – CITY OF VICKSBURG

Dear Mr. Osborne:

Enclosed is our Invoice No. 1089586 in the amount of \$14,815.00 for professional services provided during the period ending July 31, 2023. (FINAL BILLING per Contract)

If you have any questions, please let me know.

Sincerely,

NEEL-SCHAFFER, INC.

Keith O'Keefe, P.E.
Senior Vice President
Central Mississippi Manager

KO:tv

engineers | planners | surveyors | environmental scientists | landscape architects

P: 601.534.1791
1100 Cherry Street
Vicksburg, MS 39183
www.neel-schaffer.com





August 09, 2023
 Project No: NS.17760.000
 Invoice No: 1089586

Final Billing per Contract

City of Vicksburg
 Dane Lovell
 P.O. Box 150
 Vicksburg, MS 39181

Project NS.17760.000 Vicksburg - Mission 66 Traffic Review
Professional Services from July 01, 2023 to July 31, 2023

Phase	001	Mission 66 Traffic Review NS Labor		
Task	01	Mission 66 Traffic Review NS Vburg Labor		
Fee				
Total Fee		9,500.00		
Percent Complete	100.00	Total Earned	9,500.00	
		Previous Fee Billing	5,035.00	
		Current Fee Billing	4,465.00	
		Total Fee		4,465.00
		Total this Task		\$4,465.00

Task	02	Mission 66 Traffic Review NS Jksn Labor		
Fee				
Total Fee		15,000.00		
Percent Complete	100.00	Total Earned	15,000.00	
		Previous Fee Billing	4,650.00	
		Current Fee Billing	10,350.00	
		Total Fee		10,350.00
		Total this Task		\$10,350.00
		Total this Phase		\$14,815.00
		Total this Invoice		\$14,815.00

Billings to Date

	Current	Prior	Total
Fee	14,815.00	9,685.00	24,500.00
Totals	14,815.00	9,685.00	24,500.00