

Done Lneel  
1/7/2025



January 6, 2025

Honorable George Flaggs, Jr., Mayor  
City of Vicksburg  
1401 Walnut Street  
Vicksburg, MS 39180

REFERENCE: City of Vicksburg NRCS EWP Sites Iowa 1 and 2  
NR234423XXXXC005  
CONTRACT AMENDMENT No. 1

Dear Mayor Flaggs:

We are presenting Contract Amendment #1 to the contract for the City of Vicksburg Project referenced above, which is a decrease to the overall contract amount.

This amendment is to adjust the estimated contract quantities to match the actual final quantities placed under the referenced contract in accounting for all under-runs and over-runs of individual pay items, and to allow an additional 20 calendar days in contract time due to challenges the contractor faced in getting site access from adjacent property owners.

Attached is a contract amendment with a detailed tabulation of the pay items and quantities.

Summary:

• Original Contract Amount (incl C/A #1)	\$305,814.00
• <u>Contract Amendment #2</u>	<u>\$ (12,492.85)</u>
• Amended Contract Amount	\$293,321.15

Please approve this Change Order #1 to the Project and authorize the Mayor to sign the Contract Amendment which has already been executed by the Contractor.

Sincerely,  
NEEL-SCHAFFER, INC

A handwritten signature in blue ink that reads 'Brian Robbins'.

Brian Robbins, P.E.  
Senior Project Manager

engineers | planners | surveyors | environmental scientists | landscape architects

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



CONTRACT AMENDMENT

NO. 1

Project: City of Vicksburg NRCS EWP Erosion Control Project - Iowa Blvd Sites 1 & 2 # NR234423XXXXC0005 Date: 4 December 2024  
Owner: City of Vicksburg  
Contractor: Central Asphalt, Inc.

The contract, dated 19 August 2024, between the above listed parties, is hereby amended as set forth below. Description of and reason for amendment:

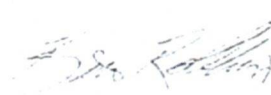
- The purpose of this amendment is to adjust the final contract quantities to reflect all over/under runs upon completion of the work and to allow an additional 20 calendar days contract time due to challenges the contractor faced in getting site access from adjacent property owners.

\*\*\* A detailed tabulation of changes is shown on the attachment to this amendment.

Contract Amount is Amended as Follows:

Contract Time is Amended as Follows:

Present Contract Amount	<u>\$305,814.00</u>	Present Completion Date	<u>45 Calendar Days</u>
Net Change in Contract	<u>(12,492.85)</u>	Net Change-No. of Days	<u>20</u>
Amended Contract Amount	<u>\$293,321.15</u>	Amended Completion Date	<u>65 Calendar Days</u>

Recommended by   
Engineer

Approved by   
Contractor

Approved by \_\_\_\_\_  
Owner

Approved by   
Contractor's Bonding Company

**CONTRACT AMENDMENT NO. 1 (Detailed Tabulation)**  
**City of Vicksburg NRCS EWP Erosion Control Project - Iowa Sites 1 and 2**  
**# NR234423XXXXC005**

ITEM NO.	DESCRIPTION	UNITS	PRESENT CONTRACT QUANTITY	NET CHANGE IN QUANTITY	AMENDED CONTRACT QUANTITY	AMENDED CONTRACT AMOUNT		INCREASE OR DECREASE
						UNIT PRICE	AMOUNT	
	****BASE BID ITEMS****							
S-200-A	MOBILIZATION	LS	1.00	0.00	1.00	\$40,000.00	\$40,000.00	\$0.00
S-201-B	CLEARING AND GRUBBING	AC	2.00	0.00	2.00	\$6,500.00	\$13,000.00	\$0.00
S-203-A	UNCLASSIFIED EXCAVATION, PM	CY	473.00	0.00	473.00	\$16.00	\$7,568.00	\$0.00
S-203-H	EXCESS EXCAVATION, LVM	CY	2265.00	(324.00)	1941.00	\$13.00	\$25,233.00	(\$4,212.00)
901-S-228-A	HYDROSEEDING	AC	1.00	0.00	1.00	\$5,000.00	\$5,000.00	\$0.00
S-232-A	EROSION CONTROL BLANKET, TYPE II, AOS 0.15-0.84	SY	1412.00	(1,412.00)	0.00	\$3.25	\$0.00	(\$4,589.00)
S-233-A	TEMPORARY SILT FENCE, TYPE II AOS 0.15-0.84	LF	700.00	(700.00)	0.00	\$4.00	\$0.00	(\$2,800.00)
S-237-A	WATTLES, 20"	LF	250.00	(250.00)	0.00	\$5.00	\$0.00	(\$1,250.00)
S-618-A	MAINTENANCE OF TRAFFIC	LS	1.00	0.00	1.00	\$12,000.00	\$12,000.00	\$0.00
S-815-A	LOOSE RIP RAP, 200 LB	TON	83.00	(1.32)	81.68	\$83.00	\$6,779.44	(\$109.56)
S-815-A	LOOSE RIP RAP, 500 LB	TON	2063.00	39.37	2102.37	\$83.00	\$174,496.71	\$3,267.71
S-815-B	GROUTED RIPRAP	CY	12.00	(8.00)	4.00	\$350.00	\$1,400.00	(\$2,800.00)
S-815-E	GEOTEXTILE UNDER RIPRAP, TYPE V, AOS 0.21-0.43	SY	1961.00	0.00	1961.00	\$4.00	\$7,844.00	\$0.00
<b>TOTALS</b>							\$293,321.15	(\$12,492.85)





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:

Don R. Thames; Nancy Warnock; Mark Talbot Buys; Jared Thames

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 \$20,000,000.00): \$20,000,000.00

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 23rd day of July, 2020.

Attest: Christina D. Welch, President FCCI Insurance Company

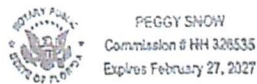


Christopher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company

State of Florida County of Sarasota

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

My commission expires: 2/27/2027

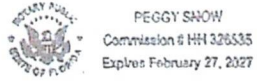


Notary Public

State of Florida County of Sarasota

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

My commission expires: 2/27/2027



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 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 4th day of December, 2024

Christopher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company

Dave Small

1/7/2025

2502375



January 6, 2025

Honorable George Flaggs, Jr., Mayor  
City of Vicksburg  
1401 Walnut Street  
Vicksburg, MS 39180

REFERENCE: City of Vicksburg NRCS Iowa Sites 1 & 2 NO. NR234423XXXXC005  
CONTRACTOR PROGRESS ESTIMATE NO. 4 and FINAL

Dear Mayor Flaggs:

Please find the attached construction progress estimate #4 (FINAL) for the referenced project. The attachments include a work in progress estimate for the project, the **Certificate of Substantial Completion, Surety Release/Consent to Final Payment, Contractor's Affidavit for Release of Liens and Contractor's Affidavit for Payment of Debts and Claims.**

We have completed the final inspection, reviewed the pay application for accuracy and completeness and in accordance with the provisions set forth in the contract documents, recommend payment to **Central Asphalt, Inc.** in the amount of **\$14,666.06.**

The project total is \$293,321.15, including Contract Amendment #1. For your convenience, a progress summary has been provided in the table below.

PROJECT SUMMARY				
JTD Earnings	Retainage (5%)	JTD Earnings Less Retainage	Percent Contract Earned	Percent Contract Time Elapsed
\$293,321.15	\$14,666.06	\$278,655.09	100%	100%

Please approve payment to the Contractor as requested and authorize the Mayor to sign the attached Progress Summary Sheet.

Should you have any questions, please do not hesitate to contact me. Thank you for this opportunity to be of service.

Sincerely,

Brian Robbins, P.E.  
Senior Project Manager

landscape architects  
environmental scientists  
surveyors  
planners  
engineers

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






Neal-Schaffer, Inc.  
 City of Vicksburg, MS - Project No. NR234423XXXXC005  
 NRCS-EWP Iowa Sites #1 and #2 Stabilization  
 Contractor's Estimate

Owner: City of Vicksburg	Project No. NR23 C005	
Contractor: Central Asphalt Co., Inc.	1208 National St	Vicksburg, MS 39180
Estimate of Work Done and Amount Due	Period: 11/20/24	to Retainage
Progress Payment Estimate No.: Four (4) and FINAL		Work Completed 10/23/2024
Prepared: December 4, 2024		
Total Value of Work Performed To Date:	\$293,321.15	Previous Estimates: \$293,321.15
This Estimate:	\$0.00	

Item No.	Item	TOTAL QUANTITIES				Unit	Unit Price	Amount
		Contract Quantity	This Period	Prior Periods	Allowed to Date			
<b>BASE BID ITEMS</b>								
S-200-A	MOBILIZATION	1.00		1.00	1.00	LS	\$ 40,000.00	\$40,000.00
S-201-B	CLEARING AND GRUBBING	2.00		2.00	2.00	AC	\$ 6,500.00	\$13,000.00
S-203-A	UNCLASSIFIED EXCAVATION, PM	473.00		473.00	473.00	CY	\$ 16.00	\$7,568.00
S-203-H	EXCESS EXCAVATION, LVM	2,265.00		1941.00	1941.00	CY	\$ 13.00	\$25,233.00
901-S-228-A	HYDROSEEDING	1.00		1.00	1.00	AC	\$ 5,000.00	\$5,000.00
S-232-A	EROSION CONTROL BLANKET, TYPE II, AOS 0.15-0.84	1,412.00			0.00	SY	\$ 3.25	\$0.00
S-233-A	TEMPORARY SILT FENCE, TYPE II AOS 0.15-0.84	700.00			0.00	LF	\$ 4.00	\$0.00
S-237-A	WATTLES, 20"	250.00			0.00	LF	\$ 5.00	\$0.00
S-618-A	MAINTENANCE OF TRAFFIC	1.00		1.00	1.00	LS	\$ 12,000.00	\$12,000.00
S-815-A	LOOSE RIP RAP, 200 LB	83.00		81.68	81.68	TON	\$ 83.00	\$6,779.44
S-815-A	LOOSE RIP RAP, 500 LB	2,063.00		2102.37	2102.37	TON	\$ 83.00	\$174,496.71
S-815-B	GROUTED RIPRAP	12.00		4.00	4.00	CY	\$ 350.00	\$1,400.00
S-815-E	GEOTEXTILE UNDER RIPRAP, TYPE V, AOS 0.21-0.43	1,961.00		1961.00	1961.00	LF	\$ 4.00	\$7,844.00
<b>FINAL Contract Amount (incl C/A #1)</b>		<b>\$293,321.15</b>				<b>Earned Work to Date:</b>		<b>\$293,321.15</b>

Contract Time, Calendar Days	65 Calendar	NTP 8/20/24
Calendar Days this Month:		37
Previous Calendar Days:		28
Total Calendar Days to Date:		65
Project % Complete to Date:		100.00%
% of Elapsed Contract Time:		100.00%
Total Value of Work Performed to Date:		\$293,321.15
Less 5% Retainage:		\$0.00
Total Due:		\$293,321.15
Less Previous Payments:		\$278,655.09
Net Amount Due this Estimate:		\$14,666.06
Less Deductions to Date:		\$0.00
Net Payment Due:		\$14,666.06

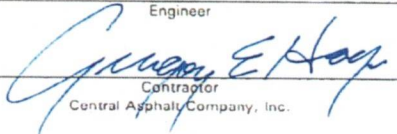
Certified Correct:

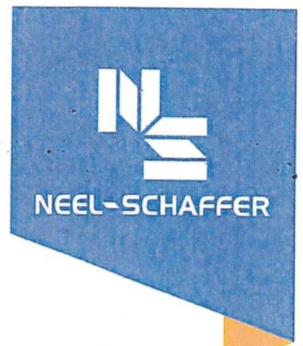
By:   
 \_\_\_\_\_  
 12/4/24  
 Engineer

Approved for Payment:

By: \_\_\_\_\_  
 Mayor  
 City of Vicksburg, MS

Accepted:

By:   
 \_\_\_\_\_  
 Contractor  
 Central Asphalt Company, Inc.



December 11, 2024

Mayor George Flaggs, Jr.  
City of Vicksburg  
1401 Walnut Street  
Vicksburg, MS 39180

**RE: NRCS EWP Project for Iowa Sites 1 and 2 – NR234423XXXXC005  
City of Vicksburg  
Certificate of Substantial Completion**

Dear Mayor Flaggs:

A final inspection of the referenced project was held on November 12, 2024, and a punch list subsequently provided to the contractor. Upon completion of the punch list items, a follow up inspection of the project was performed to ensure compliance.

Please let this letter serve as certification that the contractor has satisfactorily completed the project in conformance with the plans and specifications. Therefore, I would recommend final acceptance of the project be granted.

Enclosed you will find the consent of surety to final payment, contractor's affidavit, contractor's release of liens, and contractor's certification of debts and claims. Should you have any questions or need additional information, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'Brian Robbins'.

Brian Robbins, P.E.  
Project Engineer

engineers | planners | surveyors | environmental scientists | landscape architects

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Vicksburg, MS 39183  
www.neel-schaffer.com



# **AIA** Document G706A™ – 1994

## Contractor's Affidavit of Payment of Debts and Claims

<b>PROJECT:</b> City of Vicksburg NRCS Erosion Control Project - Iowa Boulevard Stabilization (2 Sites)	<b>ARCHITECT'S PROJECT NUMBER:</b>	<b>OWNER:</b> <input type="checkbox"/>
<b>OWNER:</b> City of Vicksburg 1401 Walnut Street Vicksburg, MS 39180	<b>CONTRACT FOR:</b> General Construction <b>CONTRACT DATED:</b> August 19, 2024	<b>ARCHITECT:</b> <input type="checkbox"/>
		<b>CONTRACTOR:</b> <input checked="" type="checkbox"/>
		<b>SURETY:</b> <input type="checkbox"/>
		<b>OTHER:</b> <input type="checkbox"/>

STATE OF: MISSISSIPPI  
 COUNTY OF: WARREN

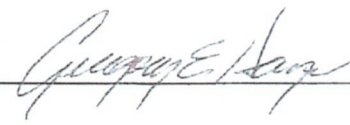
The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages 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:**

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document 0707, Consent of Surety, may be used for this purpose.
- Indicate Attachment       Yes     No

**CONTRACTOR:** Central Asphalt Company Inc.  
 1208 National Street  
 Vicksburg, MS 39180

BY:   
 \_\_\_\_\_  
 Gregory E. Hayes - President

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 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's Affidavit of Release of Liens (AIA Document G706A).

Subscribed and sworn to before me on this date:

Notary Public:   
 My Commission Expires: 8/12/27







# AIA Document G706A<sup>TM</sup>-1994

## Contractor's Affidavit of Release of Liens

<b>PROJECT:</b> City of Vicksburg NRCS Erosion Control Project - Iowa Boulevard Stabilization (2 Sites)	<b>ARCHITECT'S PROJECT NUMBER:</b>	<b>OWNER:</b> <input type="checkbox"/>
<b>TO OWNER:</b> City of Vicksburg 1401 Walnut Street Vicksburg, MS 39180	<b>CONTRACT FOR:</b> General Construction <b>CONTRACT DATED:</b> August 19, 2024	<b>ARCHITECT:</b> <input type="checkbox"/>
		<b>CONTRACTOR:</b> <input checked="" type="checkbox"/>
		<b>SURETY:</b> <input type="checkbox"/>
		<b>OTHER:</b> <input type="checkbox"/>

STATE OF: MISSISSIPPI  
COUNTY OF: WARREN

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:** Central Asphalt Company Inc.  
1208 National Street  
Vicksburg, MS 39180

**BY:**

GREGORY E. HAYES

Gregory E. Hayes - President

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

8/12/2027



 **ATA** Document G707™ – 1994

**Consent Of Surety to Final Payment**

Bond No. 8004022

<b>PROJECT:</b> <i>(Name and address)</i> City of Vicksburg NRCS Erosion Control Project - Iowa Boulevard Stabilization (2 Sites)	<b>ARCHITECT'S PROJECT NUMBER:</b>	<b>OWNER:</b> <input checked="" type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> City of Vicksburg 1401 Walnut Street Vicksburg, MS 39180	<b>CONTRACT FOR:</b> Construction	<b>ARCHITECT:</b> <input type="checkbox"/>
	<b>CONTRACT DATED:</b> August 19, 2024	<b>CONTRACTOR:</b> <input type="checkbox"/>
		<b>SURETY:</b> <input type="checkbox"/>
		<b>OTHER:</b> <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)*

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

, SURETY,

on bond of  
*(Insert name and address of Contractor)*

Central Asphalt Co., Inc.  
1208 National Street  
Vicksburg, MS 39180

, 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 Vicksburg  
1401 Walnut Street  
Vicksburg, MS 39180

, OWNER,

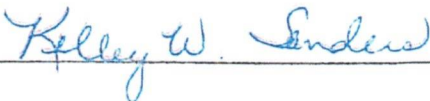
as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date, December 10, 2024  
*(Insert in writing the month followed by the numeric date and year.)*

FCCI Insurance Company  
*(Surety)*

  
*(Signature of authorized representative)*

Nancy Warnock  
*(Printed name and title)* Attorney-in-Fact

Attest:  
*(Seal):* 



### 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:

Don R. Thames; Nancy Warnock; Mark Talbot Buys; Jared Thames

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 \$20,000,000.00): \$20,000,000.00

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 23rd day of July, 2020.

Attest: Christina D. Welch  
Christina D. Welch, President  
FCCI Insurance Company



Christopher Shoucair  
Christopher Shoucair,  
EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

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

My commission expires: 2/27/2027



PEGGY SNOW  
Commission # HH 326535  
Expires February 27, 2027

PEGGY SNOW  
Notary Public

State of Florida  
County of Sarasota

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

My commission expires: 2/27/2027



PEGGY SNOW  
Commission # HH 326535  
Expires February 27, 2027

PEGGY SNOW  
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 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 4th day of December, 2024

Christopher Shoucair  
Christopher Shoucair, EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company