

Joshua Burris 03-18-25

2504071



ENGINEERING • LAND SURVEYING

"SERVING OUR COMMUNITY FOR OVER 15 YEARS"

March 11, 2025

The Board of Mayor and Alderman
City of Vicksburg, Mississippi

RE: Ash Meadows Subdivision – Payment to Contractor for Final Pay No. 4
Indiana Avenue
Vicksburg, MS
RCH Company, Inc. Project No. 21E248

Dear Mayor Flagg and Alderman,

I approve a payment of \$59,700.00 to the Contractor, Russ Builders, for Final Payment Request No. 4, who performed the construction work at Ash Meadows Subdivision. All work is completed and approved for acceptance for the scope of work of this phase.

If you have any questions, or require additional information, please contact me.

Sincerely,
RCH Company, Inc.

A handwritten signature in blue ink, appearing to read 'Ronny C. Haisty, Jr.'.

Ronny C. Haisty, Jr., P.E.
President

A faint, circular stamp or seal, possibly a company seal, with illegible text inside. Below it is the handwritten date '3-11-25' in blue ink.

3-11-25



TO: City of Vicksburg
1401 Walnut Street
Vicksburg, MS 39181

PAYMENT APPLICATION

FROM: Russ Builders LLC.
6733 Sonny Boy Yaddell Rd.
Bastrop, LA 71220

APPLICATION NO: 4
FOR PERIOD ENDING: Mar 11, 2025

PROJECT: Ash Meadows Sewer/Water/Drain
NO: 092324
OWNERS PROJECT NO:

ATTN: Mayor/Alderman City of Vicksburg
PREPARED BY: Joseph G Russ
PHONE: 318-614-9047

WORK CATEGORY: General Requirements
CATEGORY NO: 01000

CONTRACT SUMMARY			CHANGE ORDER SUMMARY																																				
CONTRACT AMOUNT	ORIGINAL:	597,000	NO CHANGE ORDERS																																				
	CHANGES:	-																																					
	TOTAL:	597,000																																					
COMPLETED TO DATE:	597,000																																						
RETAINAGE TO DATE:	-																																						
COMPLETED LESS RETAINAGE:	597,000																																						
PREVIOUS APPLICATION:	537,300																																						
CURRENT PAYMENT DUE:	59,700																																						
BALANCE TO FINISH INCLUDING RETAINAGE:		-	<table border="1"> <thead> <tr> <th>APPROVED CHANGES</th> <th>ADDITIONS</th> <th>DELETIONS</th> <th colspan="2">NET</th> </tr> <tr> <th></th> <th>QTY.</th> <th>AMOUNT</th> <th>QTY.</th> <th>AMOUNT</th> <th>QTY.</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>PREV. APP. PERIODS:</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> </tr> <tr> <td>THIS APP. PERIODS:</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> </tr> <tr> <td>TOTAL:</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> </tr> </tbody> </table>				APPROVED CHANGES	ADDITIONS	DELETIONS	NET			QTY.	AMOUNT	QTY.	AMOUNT	QTY.	AMOUNT	PREV. APP. PERIODS:	-	-	-	-	-	-	THIS APP. PERIODS:	-	-	-	-	-	-	TOTAL:	-	-	-	-	-	-
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TOTAL:	-	-	-	-	-	-																																	

CONTRACTOR'S CERTIFICATION

I hereby certify that the work for which this application is being submitted has been performed or is scheduled to be performed on or before the period ending Date. I further certify that this work is in accordance with contract documents.

Joseph G Russ (Signature) 3-11-25 (Date)

ARCHITECT'S CERTIFICATION

I hereby confirm that to the best of my knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount of (check one):

This App: 59,700 Other: _____ (Explain in Notes)

Roy C. Jr (Signature) 3-11-25 (Date)

NOTES
This is the request for Final Payment. All releases of held Retainages. Project has been completed.



Form 651-Custom

PAYMENT APPLICATION DETAIL

APPLICATION NO: 4
FOR PERIOD ENDING: Mar 11, 2025

FROM: Russ Builders LLC.
WORK: 01000 - General Requirements

PROJECT: Ash Meadows Sewer/Water/Drain
NO: 092324

WORK CATEGORY		COMPLETED WORK						BALANCE TO FINISH	COMMENTS
Item No.	Description	Scheduled Value	Prev. App. Value	This App.		Total			
				Value	% / Qty	Value	% / Qty		
► BASE CONTRACT SECTION									
100	Sewer Installation	160,000	160,000	-	0%	160,000	100%	-	
110	Storm Drain Installation	120,000	120,000	-	0%	120,000	100%	-	
120	Water Piping Installation	149,420	149,420	-	0%	149,420	100%	-	
130	Compact Fill Costs	15,000	15,000	-	0%	15,000	100%	-	
130	Onsite Materials Stored	98,080	98,080	-	0%	98,080	100%	-	
140	Equipment	25,000	25,000	-	0%	25,000	100%	-	
150	Mobilization	4,000	4,000	-	0%	4,000	100%	-	
160	Bond Performance Cost	24,000	24,000	-	0%	24,000	100%	-	
170	Dumpster Fees	1,500	1,500	-	0%	1,500	100%	-	
Total Base Contract Work:		597,000	597,000	-	0%	597,000	100%	-	
Total Extra Work:		-	-	-	0%	-	0%	-	
GRAND TOTAL:		597,000	597,000	-	0%	597,000	100%	-	

Russ Builders LLC



3.11.25



ENGINEERING • LAND SURVEYING

"SERVING OUR COMMUNITY FOR OVER 15 YEARS"

March 11, 2025

The Board of Mayor and Alderman
City of Vicksburg, Mississippi

RE: Ash Meadows Subdivision – Substantial Completion
Indiana Avenue
Vicksburg, MS
RCH Company, Inc. Project No. 21E248

Dear Mayor Flagg and Alderman,

I am writing to notify you that the Contractor, Russ Builders, who performed the drainage and utility construction work for the first phase at Ash Meadows Subdivision has completed their task. All work appears to be substantially complete and approved for acceptance.

If you have any questions, or require additional information, please contact me.

Sincerely,
RCH Company, Inc.

Ronny C. Haisty, Jr., P.E.
President



3.11.25

Unconditional Waiver and Release Upon Final Payment

Use this form when the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a final payment and the claimant asserts in the waiver he or she has in fact been paid the final payment

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Civil Code Section 3202(d)(4)

The undersigned has been paid in full for all labor, services, equipment or material furnished to Coburn's of West Monroe on the job of Russ Builders LLC
YOUR CUSTOMER OWNER
located at Ash Meadows Subdivison/ Vicl and does hereby waive and release any right to a
JOB DESCRIPTION
mechanic's lien, stop notice, or any right against a labor and material bond on the job, except for
disputed claims for extra work in the amount of \$ 166,742.94.

Dated: 03-11-2025

By *R. Rosevear* Coburn Supply
COMPANY NAME
By *R. Rosevear* Ronnie Rosevear
TITLE Regional Credit Manager

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

NOTE: This form complies with the requirements of Civil Code Section 3282(d)(4).



First American

First American Title Insurance Company
27775 Diehl Road Suite 200
Warrenville, IL 60555
Phone: (866)831-2341
Fax: (866)799-6770

FINAL WAIVER OF LIEN AND CONTRACTOR'S AFFIDAVIT

State of Mississippi

Order No: 2112025

County of Vicksburg

THE UNDERSIGNED BEING duly sworn, deposes and says that he/she is Joseph G Russ Jr., Secretary of Russ Builders LLC, and has been employed by City Of Vicksburg, to furnish Water/Sewer/Under Ground Drainage for the building located at Ash Meadows Subdivision, Vicksburg, MS for which Russ Builders LLC is the owner. That the total amount of the contract including extras is \$ 597,000 on which he has received payment of \$ 537,300 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub contract(s) for specific portions of said work or for material entering into construction thereof and the amount due or become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

Name	What for	Contract Price	Amount Paid	This Payment	Balance Due
Russ Builders LLC	Underground Utilites/Labor	\$597,000	\$537,300	\$59,700	\$0.00 Due after payment of \$59,700 Final Payment
Coburn's	All Materials Pipe/Water Sewer	\$166,742.94	\$166,742.94		\$0.00 Due

That there are no other contracts for said work outstanding, and there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

THE UNDERSIGNED, for and in consideration of \$ 59,700, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the Statutes of the State of Illinois, relating to mechanic's liens, with respect to and on said above described premises, and the improvement thereon, and on the material, fixtures, apparatus or machinery furnished and on the monies, funds or other considerations due or to become due from the Owner, on account of labor, services, material, fixtures, apparatus or machinery, heretofore furnished or which may be furnished at any time hereafter by the undersigned for the above described premises, including extras as heretofore described.

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, the corporate name should be used and the title of the officer signing waiver should be set forth. If waiver is for a partnership, the partnership name should be used, a partner should sign and designate himself as "Partner."

Signed this 13th day of March, 2025

Signature: [Handwritten Signature]

Subscribed and sworn to before me this 13th day of March, 2025

Notary Signature: [Handwritten Signature]

Notary Public



(Notary Seal)
At F **ALEXANDER M. MEZE**
NOTARY PUBLIC, ID# 15859
STATE OF LOUISIANA
OUACHITA PARISH
My Commission is for Life

MERCHANTS
BONDING COMPANY

Merchants National Bonding, Inc.

P.O. BOX 14498, DES MOINES, IOWA 50306-3498

PHONE: (800) 678-8171 FAX: (515) 243-3854

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

☐
☐
☐
☐
☐

**CONSENT OF SURETY
TO FINAL PAYMENT**

Bond No. 101257363

TO OWNER:

City of Vicksburg, MS
1401 Walnut Street

Vicksburg, MS 39181

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:
Ash Meadows Subdivision - Sanitary Sewer, Water
Distribution, Storm Drainage

PROJECT:

Ash Meadows Subdivision - Sanitary Sewer, Water Distribution, Storm Drainage

CONTRACT DATED:

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

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, Iowa 50306-3498

, SURETY,

on bond of
(Insert name and address of Contractor)

Russ Builders, LLC
6733 Sonny Boy Yeldell Road
Bastrop LA 71220

, 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, MS
1401 Walnut Street

Vicksburg, MS 39181

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: February 13, 2025
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal):



Merchants National Bonding, Inc.
(Surety)



(Signature of authorized representative)

Christy Harris
(Printed name and title)

Attorney-In-Fact

Printed in cooperation with American Institute of Architects (AIA). The
language in this document conforms exactly to the language used in
AIA Document G707-1994 Consent Of Surety to Final Payment.

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Christy Harris

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of February, 2025.



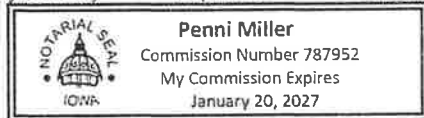
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 13th day of February, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of February, 2025.



William Warner Jr.
Secretary