



AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:

(Name and address)

Exterior Stair- City of Vicksburg
910 Washington Street Vicksburg MS

TO OWNER:

(Name and address)

City of Vicksburg
Vicksburg MS

PROJECT NUMBER: 15_010.3/

CONTRACT FOR: General Construction

CONTRACT DATE: September 19, 2016

TO CONTRACTOR:

(Name and address)

Fordice Construction Company
P.O. Box 1101, Vicksburg MS 39181

OWNER: ☒

ARCHITECT: ☒

CONTRACTOR: ☒

FIELD: ☐

OTHER: ☐

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

Exterior Metal Stairway, Landings and Concrete Walkway Extension

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Entire Scope of Construction

Date of Commencement

12.21.2016

M3A Architecture, PLLC

ARCHITECT

BY

12.21.2016

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. 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 Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

Fordice Construction Company, Inc.

CONTRACTOR

BY

12.21.2016

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 8:00AM (time) on 12.21.2016 (date).

George Flaggs,

Mayor City of Vicksburg

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

Application and Certificate for Payment

TO OWNER: City of Vicksburg 1401 Walnut Street Vicksburg, Mississippi 39180	PROJECT: Proposed Exterior Stair Washington Street Vicksburg, Mississippi	Distribution to: OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
FROM CONTRACTOR: Fordice Construction Co. P.O. Box 1101 Vicksburg, Mississippi 39181	VIA ARCHITECT: M3A Architecture, PLLC 4880 McWille Circle Jackson, Mississippi 39206	APPLICATION NO: Final PERIOD TO: 1/11/17 CONTRACT FOR: Stair Construction CONTRACT DATE: 9/19/16 PROJECT NOS: / / CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$ 83,550.00
2. NET CHANGE BY CHANGE ORDERS	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 83,550.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 83,550.00




5. RETAINAGE:	
a. $\frac{10}{100}$ % of Completed Work	\$ 0.00
b. $\frac{12}{100}$ % of Stored Material	\$ 0.00
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 0.00

6. TOTAL EARNED LESS RETAINAGE	\$ 83,550.00
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 77,317.50
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 6,232.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 0.00
(Line 3 minus Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this month	\$ 0.00	\$ 0.00
TOTAL	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$ 0.00	\$ 0.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.


By:  State of: Mississippi County of: Warren Subscribed and sworn to before me this 11th day of January, 2017 Notary Public:  My commission expires: 9/28/2020	Date: 
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ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 6,232.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:  By: _____ Date: <u>3.16.2017</u>	This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.
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Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Final
APPLICATION DATE: 1/11/17
PERIOD TO: 1/11/17
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
Div. 01 - General Requirements	Project Administration & Management	4,950.00	2,550.00	2,400.00	0.00	4,950.00	100.00%	0.00	
	Project Supervision	9,400.00	8,000.00	1,400.00	0.00	9,400.00	100.00%	0.00	
	Insurance Requirements	1,250.00	1,050.00	200.00	0.00	1,250.00	100.00%	0.00	
	Bonding	1,045.00	1,045.00	0.00	0.00	1,045.00	100.00%	0.00	
	CMPC Tax	2,925.00	2,775.00	150.00	0.00	2,925.00	100.00%	0.00	
	Temp Services & Housekeeping	1,780.00	1,680.00	100.00	0.00	1,780.00	100.00%	0.00	
	Div. 02 - Sitework								
	Selective Demolition	2,800.00	2,800.00	0.00	0.00	2,800.00	100.00%	0.00	
	Div. 03 - Concrete								
	Concrete Forms & Reinforcement	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00%	0.00	
Concrete Material	3,550.00	3,550.00	0.00	0.00	3,550.00	100.00%	0.00		
Concrete Placement & Finishing	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00		
Helical Piers - Material	4,230.00	4,230.00	0.00	0.00	4,230.00	100.00%	0.00		
Helical Piers - Labor	4,520.00	4,520.00	0.00	0.00	4,520.00	100.00%	0.00		
Div. 05 - Metals									
Structural Steel - Material	20,600.00	20,600.00	0.00	0.00	0.00	20,600.00	100.00%	0.00	
Metal Railing - Material	4,150.00	4,150.00	0.00	0.00	0.00	4,150.00	100.00%	0.00	
Steel Erection	10,850.00	10,850.00	0.00	0.00	0.00	10,850.00	100.00%	0.00	
	GRAND TOTAL	83,550.00	79,300.00	4,250.00	0.00	83,550.00	100.00%	0.00	

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AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*
Proposed Exterior Stair at
Washington Street
Vicksburg, Mississippi

ARCHITECT'S PROJECT NUMBER: 15-010.3

OWNER ☐

CONTRACT FOR: Building Renovation

ARCHITECT ☐

CONTRACTOR ☐

TO OWNER: *(Name and address)*
City of Vicksburg
1401 Walnut Street
Vicksburg, Mississippi 39180

CONTRACT DATED: September 19, 2016

SURETY ☐

OTHER ☐

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:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707[™], Consent of Surety to Final Payment, 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)*

Fordice Construction Company
P.O. Box 1101
Vicksburg, Mississippi 39181

BY:


(Signature of authorized representative)

Hunter L. Fordice, President
(Printed name and title)



Subscribed and sworn to before me on this date: 3/8/2017

Phyllis H. Oldenburg
Notary Public
ID # 21920
Comm. Expires
Sept. 28, 2020
9/28/2020

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AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Proposed Exterior Stair at Washington Street Vicksburg, Mississippi	ARCHITECT'S PROJECT NUMBER: 15-010.3	OWNER <input type="checkbox"/>
	CONTRACT FOR: Stair Construction	ARCHITECT <input type="checkbox"/>
		CONTRACTOR <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> City of Vicksburg 1401 Walnut Street Vicksburg, Mississippi 39180	CONTRACT DATED: September 19, 2016	SURETY <input type="checkbox"/>
		OTHER <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: *(Name and address)*

Fordice Construction Company
P.O. Box 1101
Vicksburg, Mississippi 39181

BY:


(Signature of authorized representative)

Hunter L. Fordice, President

(Printed name and title)



Subscribed and sworn to before me on this date: 3/8/2017

Notary Public:

Commission Expires:


9/28/2020

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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**AIA****Document G707™ – 1994****Consent Of Surety to Final Payment**

Bond # 9101637

PROJECT: (Name and address)Proposed Exterior Stair at Washington Street
Vicksburg, Mississippi**ARCHITECT'S PROJECT NUMBER:****CONTRACT FOR:** Construction**OWNER:** ☐**ARCHITECT:** ☐**CONTRACTOR:** ☐**SURETY:** ☐**OTHER:** ☐**TO OWNER: (Name and address)**City of Vicksburg
1401 Walnut Street
Vicksburg, MS 39181**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)Fidelity & Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196

, SURETY,

on bond of

(Insert name and address of Contractor)

Fordice Construction Company
P.O. Box 1101
Vicksburg, MS 39181

, 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 39181

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 11th, 2017

(Insert in writing the month followed by the numeric date and year.)

Fidelity & Deposit Company of Maryland

(Surety)

(Signature of authorized representative)

Dewey Brashier, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jim E. BRASHIER, Troy WAGENER, Loren Richard HOWELL, JR, Kathleen SCARBOROUGH and Dewey BRASHIER, all of Biloxi, Mississippi, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 15th day of September, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Eric D. Barnes

*Secretary
Eric D. Barnes*

Michael Bond

*Vice President
Michael Bond*

State of Maryland
County of Baltimore

On this 15th day of September, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11th day of January, 2017.



Gerald F. Haley

Gerald F. Haley, Vice President