Stantec 901 Jackson Street, Vicksburg MS 39183-2519

July 24, 2018

Attention: Mr. Garnet Van Norman, Public Works Director
City of Vicksburg
1401 Walnut Street
Vicksburg, MS 39180

Dear Mr. Van Norman,

Reference: City of Vicksburg Riverfront Park Erosion Project

All work performed on this project has been inspected and found to be in compliance with the plans and specifications. The punch list generated on July 3, 2018 was satisfactorily completed. We recommend the final payments be approved, retainage released and the project be closed out as I have attached the surety release and other required closeout documents provided by the contractor.

Should you have any questions, or need additional information, please do not hesitate to contact me.

Regards,

Brian Robbins, PE
Senior Associate
Phone: (601) 638-2642
Fax: (601) 634-1227
brian.robbins@stantec.com

c. Jeff Richardson

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Stantec Consulting Ltd.

OK Garnet

901 Jackson Street
Vicksburg, MS 39183

July 24, 2018

MM_____
GF_____
AM_____

JUL 3 1 2018

To: Garnet

Mr. Garnet Van Norman, City Engineer
City of Vicksburg
1401 Walnut Street
Vicksburg, Mississippi 39180

RE: **Contractors Estimate No. 3 and Final**
Riverfront Park Erosion Project
Vicksburg, Mississippi

Dear Mr. Van Norman:

We are enclosing herewith three (3) originals of Final Payment Estimate No. Three, in the amount of $177,893.09. This payment is due Central Asphalt Co., Inc, for payment of work performed on the above referenced project.

We request that this Final Payment Estimate be processed for payment. Should you have any questions or require any further information in this regard, please contact me.

Sincerely,

Brian Robbins, P.E.
Stantec Consulting Ltd.

City of Vicksburg
Riverfront Park Erosion Project

Owner:	**City of Vicksburg**	**Project**	**Riverfront Park Erosion Project**
Estimate of Work Done and Amount Due		**Central Asphalt Co., Inc. 1208 National Street**	**Vicksburg, MS 39180**
Final Payment Estimate No.: Three (3)		**4/26/2018 to**	**6/29/2018**
Prepared:	**July 24, 2018**		
Total Value of Work Performed To Date:	**$335,160.49**	**Previous Estimates:**	**$162,386.74**
This Estimate:	**$172,773.75**		

Item No	Item	TOTAL QUANTITIES			Unit	Unit Price	Amount
		Contract Quantity	This Period	Allowed to Date			
S-200-A	Mobilization	1.00		1.00	LS	$2,750.00	$2,750.00
S-201-A	Clearing and Grubbing	1.00		1.00	LS	$4,250.00	$4,250.00
S-202-C	Removal of Pipe (all sizes)	108.00		108.00	LF	$25.00	$2,700.00
S-202-C	Removal of Fence	540.00		540.00	LF	$6.25	$3,375.00
S-202-D	Removal of Asphalt	334.00		334.00	SY	$10.00	$3,340.00
S-203-A	Unclassified Excavation (FM)	300.00		300.00	CY	$5.00	$1,500.00
S-203-H	Excess Excavation (FM)	3,100.00		3,100.00	CY	$11.88	$36,828.00
901-S-403-D	6' Asphalt Walking Trail	663.00		663.00	LF	$45.35	$30,067.05
S-601-B	Class "B" Structural Concrete, Minor Structures	2.00		2.00	CY	$1,250.00	$2,500.00
S-603-PE	18" Corrugated Polyethylene Pipe	100.00		120.00	LF	$40.33	$4,839.60
907-607-B	48" Type 1 Chain Link Fence	708.00	708.00	708.00	LF	$18.38	$13,013.04
907-607-G	Gate, 4'x6' Chain Link	2.00	2.00	2.00	EACH	$1,312.50	$2,625.00
901-S-610-A	A2 Liner Pipe	130.00		0.00	LF	$102.38	$0.00
901-S-900-A	Removal & Re-installation of Playground Equipment	1.00	1.00	1.00	LS	$73,455.69	$73,455.69
901-S-214-B	Hydro Mulch Seeding	1.00	1.00	1.00	ACRE	$3,937.50	$3,937.50
S-227-A	Excelsior Blanket	2,918.00		2,918.00	SY	$5.91	$17,245.38
S-233-A	Temporary Silt Fence (AOS 0.15-0.84)	1,400.00		1,200.00	LF	$5.25	$6,300.00
S-815-A	Loose Riprap (Size 300 lb.)	160.00		153.00	TON	$65.63	$10,041.39
S-815-E	Geotextile Fabric Under Riprap, Type V, AOS 0.21-0.43	244.00		244.00	SY	$3.28	$800.32
907-237-A	Wattles, 12"	700.00		0.00	LF	$15.75	$0.00
S-202-C	Removal of Concrete	1.00		1.00	LS	$35,850.00	$35,850.00
	ADDITIVE ALTERNATE #1						
901-S-900-A	Installation of New Playground Surface	2.00	2.00	2.00	EACH	$39,871.26	$79,742.52
	Contract Amount:	$360,197.70				Earned Work to Date:	$335,160.49

Contract Time, Working Days:	65 Working Days	
Working Days this Month:		32
Previous Working Days:		43
Total Working Days to Date:		75
Project % Complete to Date:		93.05%
% of Elapsed Contract Time:		115.38%
Total Value of Work Performed to Date:		$335,160.49
Less 5 % Retainage:		$0.00
Total Due:		$335,160.49
Less Previous Payments:		$154,267.40
Net Amount Due this Estimate:		$180,893.09
Less Deductions to Date:	10 days liquidated damages @ $300.00 per day	$3,000.00
Net Payment Due:		$177,893.09

Certified Correct:

By: _____
Stantec Consulting Services, Inc.

Approved for Payment:

By: _____
Mayor
City of Vicksburg

Accepted

By: _____
Contractor

TOTAL CONTRACT AMOUNT
$ 360, 197.70

GENERAL CONTRACTOR WAIVER AND RELEASE

Upon receipt of the sum of $ 177,893.09 , the sufficiency of which is hereby acknowledged, the undersigned does hereby waive, release and relinquish any and all rights, claims, demands, liens, claims for relief, causes of action and the like, whether arising at law, under a contract, in tort, in equity or otherwise, which the undersigned has now, may have had or may hereafter have pursuant to the Contract, Subcontract, Purchase/Service Agreement ("Contract") with CENTRAL ASPHALT COMPANY, INC. ("Contractor") in connection with the construction of RIVERFRONT PARK EROSION PROJECT ("Project") for CITY OF VICKSBURG, MS ("Owner"). The term "Contractor" shall be deemed to mean and refer to the Contractor and its agents, representatives, employees, directors, and all those acting on their behalf.

This Waiver and Release applies to all facts, acts, events, circumstances, changes, constructive or actual delays, accelerations, extra work, disruptions, interference's and the like which have occurred, or may be claimed to have occurred, excepting only any claims currently unresolved for which written notice has been provided to the Owner from the Contractor in accordance with the Contract.

Except as specifically described above, the undersigned expressly waives all claims against the Contractor, any surety, the Owner or the Project. The undersigned freely and voluntarily chooses to accept the terms and conditions of this Waiver and Release in return for the payment recited above and agrees that those funds shall be held in trust for the benefit of all suppliers or subcontractors of the undersigned providing labor or material to the Project and shall be used first to pay all such suppliers or subcontractors, although those funds may be commingled with the undersigned's own funds.

The undersigned further represents that all employees, laborers, materialman and subcontractors employed by the undersigned in connection with the Project and all bills currently due for labor, materials, supplies and taxes furnished by others to the undersigned in connections with the construction of improvements upon the Project have been fully paid and that no obligations, legal, equitable or otherwise are owed by the undersigned in connection with its work on the Project. With respect to this representation and warranty, the undersigned does hereby agree to indemnify and hold harmless the Owner, the Contractor, its payment and performance bond surety, if any, and any others claiming by or through them, from any and all claims, damages, losses, expensed and the like incurred by reason of any claim that the undersigned has not fully paid for all labor, materials and expenses incurred in connection with its work on the Project, including reasonable attorney's fees.

The undersigned further agrees that making and receipt of payment and execution of this Waiver and Release shall in no way release the undersigned from its continuing obligations with respect to the completion of any work remaining undone, punch list work, warranty and guaranty work, and any other obligations of the undersigned to the Owner.

Application and Certification for Payment # 3 FINAL : $ 177,893.09

IN WINESS WHEROF, on behalf of the undersigned, with full authority, I have executed this waiver and Release under seal effective the 25th day of July, 2018.

CONTRACTOR: CENTRAL ASPHALT COMPANY, INC.
ADDRESS: 1208 NATIONAL STREET
VICKSBURG, MS 39180

SIGNATURE: Gregory E. Hayes
BY: GREGORY E. HAYES
TITLE: PRESIDENT

STATE OF MISSISSIPPI
NANCY L. WARNOCK
ID No 18133
NOTARY PUBLIC
Comm. Expires January 13, 2022
WARREN COUNTY

STATE OF MS
COUNTY OF WARREN
Sworn to and subscribed to before me this 25th day of July, 2018.

Nancy L. Warnock
Notary Public
My Commission Expires: January 13, 2022

GF
MM
AM

AUG 07 2018

Contractor's Affidavit of Payment of Debts and Claims

PROJECT:

Riverfront Park Erosion Project
Vicksburg, MS

TO OWNER:

City of Vicksburg
Vicksburg, MS

ARCHITECT'S NAME:

Stantec Consulting

CONTRACT FOR:

General Construction & Sitework

CONTRACT DATED:

November 28, 2017

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 Owners property might in any way be held responsible or encumbered.

EXCEPTIONS: ***NONE***

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. 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:

Contractor's Affidavit of Release of Liens.

Contractor's Surety Release

Contractor's Affidavit of Payment of All Debts and Claims

STATE OF MISSISSIPPI
NANCY L. WARNOCK
ID No 18133
NOTARY PUBLIC
Comm. Expires January 13, 2022
WARREN COUNTY

CONTRACTOR:

CENTRAL ASPHALT COMPANY, INC.
1208 NATIONAL STREET
VICKSBURG, MS 39180

BY: Gregory E. Hayes

(Signature of authorized representative)

Gregory E. Hayes, President

(Printed Name & Title)

Subscribed and sworn to before me on this date:

July 25, 2018

Notary Public: Nancy L. Warnock

My Commission Expires:

January 13, 2022

CONTRACTORS AFFIDAVIT FOR RELEASE OF RETAINAGE AND FINAL PAYMENT

BOND NUMBER: 9001460

PRINCIPAL: Central Asphalt Co., Inc.

OBLIGEE: City of Vicksburg

PROJECT NAME: City of Vicksburg Riverfront Park Erosion Project

PROJECT DESCRIPTION: Riverfront Park Erosion Project

CONTRACT DATED: 11/28/2017

ORIGINAL CONTRACT AMOUNT: $ 360,197.70

FINAL CONTRACT AMOUNT: $ 335,160.49 RETAINAGE: $

COMPLETION DATE: 6/29/2018

I, Greg Hayes- President
(Name of Affiant & Title)

of the undersigned principal hereby certify that all obligations, claims and debts due laborers, materialmen, subcontractors, suppliers, taxing authorities and others incurred in or contingent to the performance of the work on the above project have been fully paid and satisfied, except:

Name and Address of Creditor	Amount Due
1. None	$
2.	$
3.	$
4.	$
5.	$

Signed: 7/24/2018
(Date)

Central Asphalt Co., Inc.
(Principal)

By: Gregory E. Hayes

Title: President

ID-1570 (12/04)

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond No. 9001460

PROJECT: *(Name and address)*
City of Vicksburg
Riverfront Park Erosion Project

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: Riverfront Park Erosion Project

CONTRACT DATED: November 28, 2017

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

TO OWNER: *(Name and address)*
City of Vicksburg
P. O. Box 150
Vicksburg, Ms 39181

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 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
P. O. Box 150
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: July 24, 2018
(Insert in writing the month followed by the numeric date and year.)

FCCI Insurance Company
(Surety)

John A. Hennessey
(Signature of authorized representative)

Attest: Bill C. Maggio
(Seal):

John A Hennessey — Attorney-In-Fact
(Printed name and title)

10-00074802

FCCI INSURANCE GROUP

More than a policy. A promise.

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:

John A. Hennessey; Don R. 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 $7,500,000): $7,500,000.00

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 25TH day of September, 2016.

Attest: Craig Johnson
Craig Johnson, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Thomas A. Koval Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

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

My commission expires: 9/25/2020

Arlene Alonso
Notary Public, State of Florida
Commission No.GG 19777
My Commission Expires: 09/25/20

Arlene Alonso
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020

Arlene Alonso
Notary Public, State of Florida
Commission No.GG 19777
My Commission Expires: 09/25/20

Arlene Alonso
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 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 24 day of July, 2018, ____

Thomas A. Koval, Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary

1-IONA-3592-NA-04, 8/16

HEAT SENSITIVE SHIELD FADES WITH HEAT OR TOUCH

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