Stantec 901 Jackson Street, Vicksburg MS 39183-2519

February 5, 2019

**Attention: Nancy Thomas, City Attorney**
City of Vicksburg
1401 Walnut Street
Vicksburg, MS 39180

Dear Mrs. Thomas,

**Reference: City of Vicksburg – North Ward Paving – Phase 2**

All work performed on this project has been inspected and found to be in compliance with the plans and specifications. A final inspection has been held and all outstanding items have been 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. Walter Osborne

Enclosures

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# AIA® Document G706™ – 1994

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

**PROJECT:** *(Name and address)*
2018 North Ward Paving Project-Phase 2
Vicksburg, MS

**ARCHITECT'S PROJECT NUMBER:**

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

**CONTRACT FOR:** 2018 North Ward Paving Project-Phase 2
**CONTRACT DATED:** September 10, 2018

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

**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:** None

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

BY: Gregory E. Hayes
*(Signature of authorized representative)*

Gregory E. Hayes, President
*(Printed name and title)*

Subscribed and sworn to before me on this date: 1/31/2019

Notary Public: Kelley Warren Sanders
My Commission Expires: 12/27/2021

STATE OF MISSISSIPPI
KELLEY WARREN SANDERS
ID No 28345
NOTARY PUBLIC
Comm. Expires December 27, 2021
WARREN COUNTY

# CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

| Project/ Owner | Contractor |
|---|---|
| Project: 2018 North Ward Paving Project Phase 2 | Name: Central Asphalt Co.,Inc. |
| Address: Vicksburg, MS | Address: 1208 National Street<br>Vicksburg, MS 39180 |
| Owner: City of Vicksburg<br>P. O. Box 150, Vicksburg, MS 39181 | Contractor Licence: |
| | Contract Date: 9 / 10 / 2018 |

**TO ALL WHOM IT MAY CONCERN:**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of
Seventeen Thousand Three Hundred Eighty Nine & 32/100 Dollars
Dollars ($ 17,389.32 ) constitutes the entire ***unpaid*** balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this 31st day of January 20 19

Central Asphalt Co., Inc.
Contractor

Witness to Signature:

Dottie F. Hayes

By: Gregory E. Hayes

Title: President

# AIA® Document G707™ – 1994

## *Consent Of Surety to Final Payment*

Bond No. **8001962**

**PROJECT:** *(Name and address)*
2018 North Ward Paviing Project-Phase 2
Vicksburg, ;MS

**ARCHITECT'S PROJECT NUMBER:**

**CONTRACT FOR:** 2018 North Ward Paving Project-Phase 2

**CONTRACT DATED:** September 10, 2018

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

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

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
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: January 31, 2019
*(Insert in writing the month followed by the numeric date and year.)*

FCCI Insurance Company
*(Surety)*

John A. Hennessey
*(Signature of authorized representative)*

Attest: Kelley W. Sanders
*(Seal)*:

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

10-00070243

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 31st day of January, 2019

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

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

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

HEAT SENSITIVE SHIELD FADES WITH HEAT OR TOUCH

Stantec

**Stantec Consulting Services, Inc.**
901 Jackson Street
Vicksburg, MS 39183

January 29, 2019

**Attention: Walter Osborne**
City of Vicksburg
1401 Walnut Street
Vicksburg, MS 39180

Dear Mr. Osborne,

**Reference: 2018 North Ward Paving Project – Phase 2**
**Contractors Estimate No. 3 and Final**

We are enclosing herewith three (3) originals of Final Payment Estimate No. Three, in the amount of $17,389.32. This payment is due Central Asphalt Co., 1208 National Street, Vicksburg, MS 39180 for payment of work performed on the above referenced project.

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

Regards,

**Stantec Consulting Services, Inc.**

**Brian Robbins** PE
Senior Associate

Phone: (601) 638-2642
Fax: 601-634-1227
brian.robbins@stantec.com

Attachment: Estimate #3
c. Garnet Van Norman

**Stantec**
**City of Vicksburg**

**2018 North Ward Paving Project - Phase 2**

| | | | |
|---|---|---|---|
| **Owner:** | **City of Vicksburg** | **Project No.** | **North Ward Paving Project Phase 2** |
| **Estimate of Work Done and Amount Due** | | **Central Asphalt Co., Inc. 1208 National Street** | **Vicksburg, MS 39180** |
| **Payment Estimate No.: Three (3) and Final** | | **12/8/2018 to** | **12/10/2018** |
| **Prepared:** | **January 29, 2019** | | |
| **Total Value of Work Performed To Date:** | | **$204,736.96** | **Previous Estimates:** **$196,576.46** |
| **This Estimate:** | **$8,160.50** | | |

| 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 | $27,873.00 | $27,873.00 |
| S-202-D | Removal of Asphalt Pavement (All Depths) | 512.00 | | 512.00 | SY | $15.00 | $7,680.00 |
| S-203-H | Excess Excavation (LVM) | 175.00 | | 0.00 | CY | $19.83 | $0.00 |
| S-304-D | Granular Material (Crushed Limestone)(Size 610) | 175.00 | | 181.22 | Tons | $70.88 | $12,844.87 |
| 901-S-403-D | Hot Bituminous Pavement Base Course (SC-1)(Base Repair | 25.00 | | 18.22 | Tons | $215.00 | $3,917.30 |
| 901-S-403-D | Hot Bituminous Pavement Base Course (SC-1) | 140.00 | | 141.20 | Tons | $201.00 | $28,381.20 |
| 901-S-403-D | Hot Bituminous Pavement Leveling Xourse (SC-1)(Type 8) | 32.00 | | 0.00 | Tons | $222.00 | $0.00 |
| 901-S-403-D | Hot Bituminous Pavemetn Surface Course (SC-1)(Type8) | 550.00 | | 554.88 | Tons | $132.60 | $73,577.09 |
| S-406-A | Cold Milling of Bituminous Pavement (All Depths) | 2,645.00 | | 2,510.00 | SY | $15.50 | $38,905.00 |
| S-613-E | Adjustment of Manhole | 12.00 | | 12.00 | Each | $125.00 | $1,500.00 |
| S-613-E | Adjustment of Gas/Water Valve | 8.00 | | 8.00 | Each | $16.00 | $128.00 |
| S-613-E | Adjustment of Water Meter | 1.00 | | 0.00 | Each | $200.00 | $0.00 |
| S-621-E1 | 4" Wide Thermoplastic Traffic Stripe (Cont. Yellow)(90 mils | 4,260.00 | 4,690.00 | 4,690.00 | LF | $0.95 | $4,455.50 |
| S-621-H-1 | Thermoplastic Legend 24" Stopbar (4" Equivalent Length)(V | 600.00 | | 0.00 | LF | $2.50 | $0.00 |
| S-627-L | Two-Way Yellow Reflective High Performance Raised Mark | 36.00 | 62.00 | 62.00 | Each | $27.50 | $1,705.00 |
| S-630-A | Reflectorized Traffic Warning Sign (Encapsulated Lens) | 4.00 | 4.00 | 4.00 | Each | $500.00 | $2,000.00 |
| S-815-E | Geotextile Fabric, Type V, AOS 0.21-0.43 | 590.00 | | 590.00 | SY | $3.00 | $1,770.00 |
| | Contract Amount: | $218,108.75 | | | | Earned Work to Date: | $204,736.96 |

| | |
|---|---|
| Contract Time, Calendar Days: 30 Calendar Days | |
| Calendar Days this Month: | 2 |
| Previous Calendar Days: | 45 |
| Total Calendar Days to Date: | 47 |
| Project % Complete to Date: | 93.87% |
| % of Elapsed Contract Time: | 156.67% |
| Total Value of Work Performed to Date: | $204,736.96 |
| Less 5 % Retainage: | $0.00 |
| Total Due: | $204,736.96 |
| Less Previous Payments: | $182,247.64 |
| Net Amount Due this Estimate: | $22,489.32 |
| Less Deductions to Date: Liquidated Damages | $5,100.00 |
| Net Payment Due: | $17,389.32 |

Certified Correct:

By: _____
Engineer

Approved for Payment:

By: _____
Mayor
City of Vicksburg

Accepted

By: _____
Contractor