



June 19, 2025

Jon McCraw, City Manager
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

RE: Pay Application 3 Retainage for the Noma Dr Channel Dredging Project

Dear Mr. McCraw,

Please find attached Pay Application 3 – Retainage for JE Borries, Inc for the amount due of \$17,550.00.00. Pay Application 3- Retainage has been reviewed, approved, and payment is recommended.

Thank you for your consideration with this matter and if you should have any questions or need any additional information do not hesitate to contact me at (228) 467-6755 or jason@chiniche.com.

Sincerely,

A handwritten signature in blue ink that reads "Jason Chiniche, P.E." in a cursive style.

Jason Chiniche, P.E.
Project Manager

Contractor's Application for Payment

Owner:	City of Diamondhead	Owner's Project No.:	2024-012
Engineer:	Chiniche Engineering & Surveying	Engineer's Project No.:	17-057-147
Contractor:	JE Borries, Inc	Contractor's Project No.:	
Project:	Noma Dr. Channel Dredging		
Contract:	Noma Dr. Channel Dredging		
Application No.:	3 Retainage	Application Date:	6/17/2025
Application Period:	From 6/1/2025	to	6/17/2025

1. Original Contract Price	\$	351,000.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	351,000.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	351,000.00
5. Retainage		
a. 5% X \$ 351,000.00 Work Completed =	\$	17,550.00
b. X \$ - Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	17,550.00
6. Amount eligible to date (Line 4 - Line 5.c)	\$	333,450.00
7. Less previous payments (Line 6 from prior application)	\$	120,175.00
8. Amount due this application	\$	17,550.00
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	17,550.00

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: STUART JONES
Signature: [Signature] **Date:** 6/19/25

Recommended by Engineer	Approved by Owner
By: <u>Sam Chiniche, P.E.</u>	By: _____
Title: <u>Project Engineer</u>	Title: _____
Date: <u>6/19/2025</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Contractor's Application for Payment

Owner's Project No.:	2024-012
Engineer's Project No.:	17-057-147
Contractor's Project No.:	

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
01500 A	Mobilization	1	EA	\$ 33,000.00	33,000.00	1.00	33,000.00		33,000.00	100%	-
02200 A	Removal of Dredged Material	3,925	CY	\$ 25.00	98,125.00	3,925.00	98,125.00		98,125.00	100%	-
02200 B	Transportation of Dredged Material to Beneficial Use Site	3,925	CY	\$ 25.00	98,125.00	3,925.00	98,125.00		98,125.00	100%	-
02200 C	Placement fo Dredged Material at the Beneficial Use Site	3,925	CY	\$ 30.00	117,750.00	3,925.00	117,750.00		117,750.00	100%	-
02200 D	Obstructions and Unsuitable Material	40	CY	\$ 100.00	4,000.00	40.00	4,000.00		4,000.00	100%	-
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Original Contract Totals					\$ 351,000.00		\$ 351,000.00	\$ -	\$ 351,000.00	100%	\$ -
Change Orders											
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Change Order Totals					\$ -		\$ -	\$ -	\$ -		\$ -
Original Contract and Change Orders											
Project Totals					\$ 351,000.00		\$ 351,000.00	\$ -	\$ 351,000.00	100%	\$ -

Change Order No. 1

Date of Issuance: June 16, 2025
Owner: City of Diamondhead
Contractor: JE Borries, Inc
Engineer: Chiniche Engineering & Surveying
Project: Noma Drive Channel Dredging

Effective Date: June 16, 2025
Owner's Contract No.: 2024-112
Contractor's Project No.: NA
Engineer's Project No.: 17-057-147
Contract Name: Noma Drive Channel Dredging

The Contract is modified as follows upon execution of this Change Order:

Description: Field adjusted final quantities.

Attachments: N/A

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 357,000.00	Original Contract Times: 90 Calendar Days Substantial Completion: _____ Ready for Final Payment: 120 Calendar Days
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ NA	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: N/A Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ N/A	Contract Times prior to this Change Order: Substantial Completion: N/A Ready for Final Payment: _____ days or dates
Decrease of this Change Order: \$ 6,000.00	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 351,000.00	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:
By: Sam Chiniche, P.E.
Engineer (if required)
Title: Project Engineer
Date: 6/17/2025

ACCEPTED:
By: _____
Owner (Authorized Signature)
Title: City Manager
Date: _____

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Title: J.E. BORRIES / VICE PRESIDENT
Date: 6/19/25

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 13th St 4th floor Gulfport MS 39501	CONTACT NAME: Patty Savage	
	PHONE (A/C, No, Ext): 228-374-2000	FAX (A/C, No): 228-432-7420
	E-MAIL ADDRESS: Patty_Savage@ajg.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Interstate Ins Co of Texas	12228
INSURED J. E. Borries, Inc. 2816 Front Street Pascagoula MS 39567	JEBORRI-01	INSURER B : Mitsui Sumitomo Insurance Co of America
		INSURER C : Progressive Gulf Insurance Company
		INSURER D : Navigators Insurance Company
		INSURER E :
		INSURER F :

COVERAGES**CERTIFICATE NUMBER:** 1225199867**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			OHM4510261	2/25/2025	2/25/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 P & I \$ 1,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			966682028	3/16/2025	3/16/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			OLM2510516 HO25LIAZ0GLTA01	2/25/2025 2/25/2025	2/25/2026 2/25/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	AVWCMS3299652024	8/17/2024	8/17/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER USL&H E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Maritime Employers Liability			AVWCMS3299652024	8/17/2024	8/17/2025	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Owners: Roxanna Borries is excluded from Workers Compensation Coverage.

Excess Liability is follow form the GL, AL and EL.

Noma Drive Channel Dredging; City of Diamondhead and Chiniche Engineering & Surveying are named as additional insureds on the General Liability, Auto and Umbrella policies when required by written contract. A Waiver of Subrogation is also provided on the General Liability, Auto, Workers Comp and Umbrella in favor of the additional insureds when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Diamondhead
5000 Diamondhead Circle
Diamondhead MS 39525

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Noma Drive Channel Dredging	ARCHITECT'S PROJECT NUMBER: 17-057-147	OWNER: <input type="checkbox"/>
	CONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> City of Diamondhead 5000 Diamondhead Circle Diamondhead, MS 39525	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

STATE OF: Mississippi
COUNTY OF:

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: None

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)*

J.E. Borries Inc.
2816 Front Street
Pascagoula

BY:

Robert A. Hodges
(Signature of authorized representative)

Robert A. Hodges, Proj. Coordinator
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

6-5-25
Lisa R Butler
8-2-25





AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address) Noma Drive Channel Dredging	ARCHITECT'S PROJECT NUMBER: 17-057-147	OWNER: <input type="checkbox"/>
TO OWNER: (Name and address) City of Diamondhead 5000 Diamondhead Circle Diamondhead, MS 39525	CONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/>
	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

STATE OF: Mississippi
COUNTY OF:

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:

- 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:

- 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).

CONTRACTOR: (Name and address)

J.E. Borries Inc.
2816 Front Street
Pascagoula, MS 39567

BY:

Robert A. Hodge

(Signature of authorized representative)

Robert A. Hodge Proj. Coordinator
(Printed name and title)

Subscribed and sworn to before me on this date:

8-5-25

Notary Public:

My Commission Expires:





AIA Document G707™ – 1994

Consent Of Surety to Final Payment

Bond # 101234306

PROJECT: <i>(Name and address)</i> Noma Dr. Channel Dredging	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
	CONTRACT FOR: Construction	ARCHITECT: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> City of Diamondhead 5000 Diamondhead Circle Diamondhead, MS 39525	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <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)

Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306

on bond of

(Insert name and address of Contractor)

J. E. Borries, Inc.
2816 Front Street
Pascagoula, MS 39567

, SURETY,

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 Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: May 28th, 2025

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

Merchants Bonding Company (Mutual)

(Surety)

(Signature of authorized representative)

Debbie Dunaway, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal)

(Signature of Andrew Landry)



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, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Charlotte Ramsey; Chris Boone; David R Fortenberry; Debbie Dunaway; Dewey B Mason; James Eley Brashier; Jennifer Roberts; Joey Beattie; Julie C Livingston; Kathleen Scarborough; Kimberly B Barhum; Lisa R Butler; Mary J Norval; Patrick Thomas Mason; Sharon L Tuten; Susan Skrmetta; Troy P Wagener

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 April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"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 1st day of May, 2025.



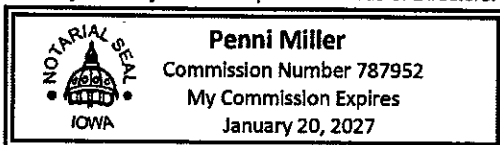
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 1st day of May, 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.

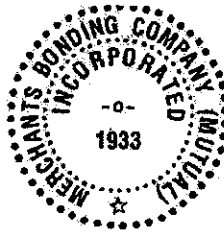


(Expiration of notary's commission does not invalidate this instrument)

Penni Miller
Notary Public

I, Elisabeth Sandersfeld, 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 28th day of May, 2025.



Elisabeth Sandersfeld
Secretary