



July 31, 2024

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

**Re: Pay Application #3 (Final)
Bayou Drive Drainage Project
Moran Hauling, Inc.**

Dear Mr. McCraw:

Enclosed, please find Pay Application #3 (Final) to be considered for approval by the City Council at the next meeting. The Application includes the period from 7/9/2024 to 7/17/2024. The project was substantially complete as of July 3, 2024.

I have reviewed this pay application and find that it is an accurate request as the project is completed. With that said, I recommend that the Council approve payment to Moran Hauling, Inc., in the amount of \$13,276.40. Please do not hesitate to contact me should you have any questions.

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC

A handwritten signature in cursive script that reads "Sarah McLellan".

Sarah McLellan, P.E.
Project Engineer

Enclosures: Moran Pay Application #3 (Final) Signed

Contractor's Application for Payment

Owner: <u>City of Diamondhead</u> Engineer: <u>Covington Civil & Environmental LLC</u> Contractor: <u>Moran Hauling Inc.</u> Project: <u>Bayou Drive Drainage Project</u> Contract: _____	Owner's Project No.: _____ Engineer's Project No.: <u>16175 WA 9</u> Contractor's Project No.: _____
--	---

Application No.: 3 FINAL **Application Date:** 7/17/2024
Application Period: From 7/9/2024 to 7/17/2024

1. Original Contract Price	\$	252,232.00
2. Net change by Change Orders	\$	3,796.01
3. Current Contract Price (Line 1 + Line 2)	\$	256,028.01
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	256,028.01
5. Retainage		
a. <u>0%</u> X <u>\$ 256,028.01</u> Work Completed	\$	-
b. _____ X <u>\$ -</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	256,028.01
7. Less previous payments (Line 6 from prior application)	\$	242,751.61
8. Amount due this application	\$	13,276.40
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-

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: Moran Hauling Inc
Signature: _____ **Date:** 7-31-24

Recommended by Engineer By: <u>Sarah McLellan, P.E.</u> Title: <u>Project Engineer</u> Date: <u>7/31/2024</u>	Approved by Owner By: _____ Title: _____ Date: _____
---	--

Approved by Funding Agency By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____
---	--

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Diamondhead
 Engineer: Covington Civil & Environmental LLC
 Contractor: Moran Hauling Inc.
 Project: Bayou Drive Drainage Project
 Contract: _____

Owner's Project No.: _____
 Engineer's Project No.: 16175 WA 9
 Contractor's Project No.: _____

Application No.: 3 FINAL Application Period: From 07/09/24 to 07/17/24 Application Date: 07/17/24

A Bid Item No.	B Description	C Contract Information			F Value of Bid Item (C X E) (\$)		G Estimated Quantity Incorporated in the Work - Current Pay App		H Value of Work Completed - Current Pay App (E X G) (\$)		I Estimated Quantity Incorporated in the Work		J Value of Work Completed to Date (E X I) (\$)		K Materials Currently Stored (not in G) (\$)	L Work Completed and Materials Stored to Date (J + K) (\$)	M % of Value of Item (L / F) (%)	N Balance to Finish (F - L) (\$)
		D Item Quantity	E Units	Unit Price (\$)	Estimated Quantity	Value of Work Completed	Estimated Quantity	Value of Work Completed	Estimated Quantity	Value of Work Completed	Materials Currently Stored	Work Completed and Materials Stored	% of Value of Item	Balance to Finish				
Original Contract																		
01505-1	Mobilization	1	LS	\$ 25,000.00	25,000.00	-	-	-	-	-	-	25,000.00	-	25,000.00	100%	-		
02050-1	Removal of Asphalt Pavement, All Depths	550	SY	\$ 2.50	1,375.00	-	-	-	-	-	-	1,375.00	-	1,375.00	100%	-		
02050-2	Removal of Concrete Driveway, All Depths	36	SY	\$ 100.00	3,600.00	-	-	-	-	-	-	3,600.00	-	3,600.00	100%	-		
02050-3	Sawcut Asphalt, All Depths	60	LF	\$ 10.00	600.00	-	-	-	-	-	-	600.00	-	600.00	100%	-		
02050-4	Sawcut Concrete, All Depths	30	LF	\$ 10.00	300.00	-	-	-	-	-	-	300.00	-	300.00	100%	-		
02050-5	Removal of Pipe, All Sizes	80	LF	\$ 10.00	800.00	-	-	-	-	-	-	800.00	-	800.00	100%	-		
02111-1	Clearing and Grubbing	1	LS	\$ 1,500.00	1,500.00	-	-	-	-	-	-	1,500.00	-	1,500.00	100%	-		
02221-1	Pipe Bedding	32	CY	\$ 100.00	3,200.00	-	-	-	-	-	-	3,200.00	-	3,200.00	100%	-		
02226-1	Excess Excavation (LVM)	100	CY	\$ 8.50	850.00	-	-	-	-	-	-	850.00	-	850.00	100%	-		
02226-2	Borrow Excavation (LVM)	595	CY	\$ 14.00	8,330.00	-	-	-	-	-	-	8,330.00	-	8,330.00	100%	-		
02234-1	Size 610 Crushed Stone Base	150.6	CY	\$ 120.00	18,072.00	-	-	-	-	-	-	18,072.00	-	18,072.00	100%	-		
02295-1	Silt Fencing	-	LF	\$ 3.50	-	-	-	-	-	-	-	-	-	-	0%	-		
02295-2	Wattles	72	LF	\$ 10.00	720.00	-	-	-	-	-	-	720.00	-	720.00	100%	-		
02512-1	1.5" 9.50-mm, MT, Asphalt Pavement	617	SY	\$ 29.00	17,893.00	-	-	-	-	-	-	17,893.00	-	17,893.00	100%	-		
02512-2	1.5" 12.50-mm, MT, Asphalt Pavement	550	SY	\$ 29.00	15,950.00	-	-	-	-	-	-	15,950.00	-	15,950.00	100%	-		
02522-1	Concrete Driveway, 4" Thick (without reinforcement)	36	SY	\$ 101.50	3,654.00	-	-	-	-	-	-	3,654.00	-	3,654.00	100%	-		
02581-1	Traffic Markings - Continuous White (4" Width) (90 MIL)	528	LF	\$ 4.00	2,112.00	-	-	-	-	-	-	2,112.00	-	2,112.00	100%	-		
02581-2	Traffic Markings - Continuous Yellow (4" Width) (90 MIL)	554	LF	\$ 4.00	2,216.00	-	-	-	-	-	-	2,216.00	-	2,216.00	100%	-		
02585-1	Signage	2	EA	\$ 250.00	500.00	2.00	500.00	-	500.00	-	-	500.00	-	500.00	100%	-		
02590-1	Guard Rail	150	LF	\$ 150.00	22,500.00	-	-	-	-	-	-	22,500.00	-	22,500.00	100%	-		
02721-1	Cast-In-Place Concrete Structures	42	CY	\$ 1,955.00	82,110.00	-	-	-	-	-	-	82,110.00	-	82,110.00	100%	-		
02752-1	Loose Riprap, Size 200 on Geotextile Fabric	150	SY	\$ 113.00	16,950.00	-	-	-	-	-	-	16,950.00	-	16,950.00	100%	-		
02752-2	Ditch Shaping for Riprap	1	LS	\$ 2,500.00	2,500.00	-	-	-	-	-	-	2,500.00	-	2,500.00	100%	-		
02931-1	Hydro-Seeding	-	AC	\$ 3,500.00	-	-	-	-	-	-	-	-	-	-	0%	-		
02931-2	Sodding	1,000	SY	\$ 6.50	6,500.00	-	-	-	-	-	-	6,500.00	-	6,500.00	100%	-		
02935-1	Maintenance of Traffic	1	LS	\$ 5,000.00	5,000.00	-	-	-	-	-	-	5,000.00	-	5,000.00	100%	-		
07301-1	16" Split Steel Casing	20	LF	\$ 500.00	10,000.00	-	-	-	-	-	-	10,000.00	-	10,000.00	100%	-		
Original Contract Totals					\$ 252,232.00		\$ 500.00		\$ 252,232.00	\$ -	\$ 252,232.00	93%	\$ -					

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Diamondhead
 Engineer: Covington Civil & Environmental LLC
 Contractor: Moran Hauling Inc.
 Project: Bayou Drive Drainage Project
 Contract:

Owner's Project No.:
 Engineer's Project No.: 16175 WA 9
 Contractor's Project No.:

Application No.: 3 FINAL Application Period: From 07/09/24 to 07/17/24 Application Date: 07/17/24

A	B	C	D	E	F	G	H	I	J	K	L	M	N		
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Contract Information		Work Completed - Current Pay App		Work Completed to Date		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (J + K) (\$)	% of Value of Item (L / F) (%)	Balance to Finish (F - L) (\$)
						Estimated Quantity Incorporated in the Work - Current Pay App	Value of Work Completed - Current Pay App (E X G) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X I) (\$)						
Change Orders															
CO#1	4" Fored main utility adjustment	1	LS	\$ 3,796.01	3,796.01		-	-		3,796.01			3,796.01	100%	-
					Change Order Totals	\$ 3,796.01		\$ -		\$ 3,796.01	\$ -	\$ -	\$ 3,796.01	100%	\$ -
Original Contract and Change Orders															
					Project Totals	\$ 256,028.01		\$ 500.00		\$ 256,028.01	\$ -	\$ -	\$ 256,028.01	100%	\$ -

 **AIA**® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond # 7461466

PROJECT: *(Name and address)*
Bayou Drive Drainage Project

ARCHITECT'S PROJECT NUMBER:

OWNER:

CONTRACT FOR: Construction

ARCHITECT:

TO OWNER: *(Name and address)*
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

CONTRACT DATED:

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)

Old Republic Surety Company
P.O. Box 1635
Milwaukee, WI 53201

, SURETY,

on bond of
(Insert name and address of Contractor)

Moran Hauling, Inc.
10380 Three Rivers Road
Gulfport, MS 39503

, 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 Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

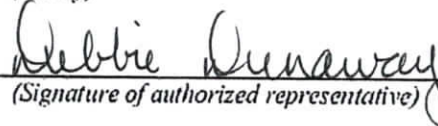
, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: July 24, 2024
(Insert in writing the month followed by the numeric date and year.)

Old Republic Surety Company

(Surety)


(Signature of authorized representative)

Debbie Dunaway, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: TROY WAGENER, JIM E. BRASHIER, TEB JONES, DAVID FORTENBERRY, MARY NORVAL, KIM BARHUM, F. ROSS BELL, KATHLEEN B. SCARBOROUGH, DEWEY B. MASON, SUSAN M. SKRMETTA, JOSEPH R. BEATTIE, LISA R. BUTLER, PATRICK T. MASON, CHRIS BOONE, SHARON TUTEN, CHARLOTTE A. RAMSEY, LESSIE R. ANDERSON, DEBBIE DUNAWAY, JAMES ELEY BRASHIER, TENORA POSEY of GULFPORT, MS

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24th day of February, 2023.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 24th day of February, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

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

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



87-0829

Signed and sealed at the City of Brookfield, WI this 24th day of July, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

CADENCE INSURANCE, INC.

FINAL WAIVER OF LIEN

Dated: July 24, 2024

Project: Bayou Drive Drainage Project	Owner: City of Diamondhead	Funding Agent Contract No.:
Contract: Bayou Drive Drainage Project		Engineer's Project No.: 16175.08 WA9

Contractor: Moran Hauling Inc.


Contractor's Address: 10380 Three River Rd, Gulfport, MS 39503

FOR VALUE RECEIVED, we hereby waive all rights and claims for lien on land and structures about to be erected, being erected, erected, altered, and to the appurtenances thereunto for the above referenced Project.

By Moran Hauling, Inc., Contractor

same being located in HANCOCK COUNTY, MISSISSIPPI, for all labor performed and for all material furnished for the erecting, construction, alteration or repair of said structures and appurtenances.


Moran Hauling, Inc., Contractor

By: 
Title: President
Date: 7-24-24

CONTRACTOR'S AFFIDAVIT

We hereby affirm that we have complied fully with the provisions and requirements of the Mississippi Statutes relative to the wage rate determination covering this project and that we have received evidence of compliance from each of our agents and subcontractors.


Moran Hauling, Inc., Contractor

By: 
Title: President
Date: 7-24-24

CONTRACTOR'S CERTIFICATION OF PAYMENT

We, Moran Hauling, Inc., (Contractor) do hereby certify that payments for all material and labor on Bayou Drive Drainage Project (Project), City Of Diamondhead (Owner), have been made in full and that there are no outstanding bills for labor or material on the project.

Moran Hauling, Inc., Contractor

By: 
Title: President
Date: 7-24-24

Moran Hauling, Inc.

10380 Three Rivers Road Gulfport, MS 39503 Office: (228) 206-1850

July 24, 2024

City of Diamondhead

5000 Diamondhead Circle, Diamondhead, MS 39525

Bayou Drive Drainage Project

We hereby guarantee all work performed under the Contract for the above captioned project to be free from all defective materials and workmanship for a period of one (1) year from July 3rd 2024, or such longer period of time as may be called for in the Contract Documents for such portions of the Work.



Donald Moran III

President

Moran Hauling Inc.