

Contractor's Application for Payment

Owner: <u>City of Diamondhead</u>	Owner's Project No.: _____
Engineer: <u>Jason Chiniche, PE</u>	Engineer's Project No.: <u>17-057-00-08</u>
Contractor: <u>Moran Hauling, Inc</u>	Contractor's Project No.: _____
Project: <u>East Aloha Drive Improvements Phase 1</u>	
Contract: <u>East Aloha Drive Improvements Phase 1</u>	
Application No.: <u>Retainag</u>	Application Date: <u>1/10/2023</u>
Application Period: From <u>10/11/2022</u> to <u>1/10/2023</u>	

1. Original Contract Price		\$ 507,461.07
2. Net change by Change Orders		\$ 51,713.61
3. Current Contract Price (Line 1 + Line 2)		\$ 559,174.68
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		\$ 559,174.68
5. Retainage		
a. <u>5%</u> X <u>\$ 559,174.68</u> Work Completed =		\$ 27,958.73
b. _____ X <u>\$ -</u> Stored Materials =		\$ -
c. Total Retainage (Line 5.a + Line 5.b)		\$ 27,958.73
6. Amount eligible to date (Line 4 - Line 5.c)		\$ 531,215.95
7. Less previous payments (Line 6 from prior application)		\$ 531,215.95
8. Amount due this application		\$ 27,958.73
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)		

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: _____

Signature: _____ **Date:** _____

Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Diamondhead
Engineer: Jason Chiniche, PE
Contractor: Moran Hauling, Inc
Project: East Aloha Drive Improvements Phase 1
Contract: East Aloha Drive Improvements Phase 1

Owner's Project No.: 17-057-00-08
Contractor's Project No.:

Application No.:		7 Retainage		Application Period:		From 10/11/22 to 01/10/23		Application Date:		01/10/23		
A Bid Item No.	B Description	C Item Quantity	D Units	E Contract Information		F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)	I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (I / F) (%)	L Balance to Finish (F - I) (\$)
				Unit Price (\$)	Original Contract (\$)							
1500	Mobilization	1	LS			25,400.00	1.00	25,400.00		25,400.00	100%	-
02071C	Removal of Topsoil (4")	394	CY			4,137.00	394.00	4,137.00		4,137.00	100%	-
02071D	Removal of Excess Material	1959	CY			14,202.75	1,959.00	14,202.75		14,202.75	100%	-
02071E	Removal of existing curbing	500	LF			5,250.00	500.00	5,250.00		5,250.00	100%	-
02071F	Crushed Rock (610 stone 8")	1933	CY			160,439.00	1,933.00	160,439.00		160,439.00	100%	-
02500A	Asphalt Leveling Course	0	Ton			-	-	-		-	-	-
02500B	2" Asphalt Base Course	407.67	Ton			37,175.43	407.67	37,175.43		37,175.43	100%	-
02500C	2" Asphalt Surface Course	559.97	Ton			51,702.03	559.97	51,702.03		51,702.03	100%	-
02500D	Demolition of Pavement All types and thicknesses	2553.6	SY			7,941.70	2,553.60	7,941.70		7,941.70	100%	-
02500E	Milling	60	SY			2,400.00	60.00	2,400.00		2,400.00	100%	-
02500F	Thermoplastic Striping (Double Yellow)	3150	LF			4,504.50	3,150.00	4,504.50		4,504.50	100%	-
02500G	Thermoplastic Striping Crosswalk	0	SF			-	-	-		-	-	-
02500H	Thermoplastic Striping Stop Bar	84	SF			600.60	84.00	600.60		600.60	100%	-
02500I	Street Signs	3	Each			1,251.30	3.00	1,251.30		1,251.30	100%	-
02723 B	PE 15" Pipe	744	LF			41,552.40	744.00	41,552.40		41,552.40	100%	-
02723 C	PE 18" Pipe	85	LF			5,440.00	85.00	5,440.00		5,440.00	100%	-
02723 D	Drain Inlets	18	Each			51,723.36	18.00	51,723.36		51,723.36	100%	-
02723 E	Utility Adjustments	13	Each			11,115.00	13.00	11,115.00		11,115.00	100%	-
03310A	Curbing	2704	LF			59,488.00	2,704.00	59,488.00		59,488.00	100%	-
02500 J	Brick Pavers Pedestrian Crosswalk	90	SY			29,430.00	90.00	29,430.00		29,430.00	100%	-
02500 G	Thermoplastic Striping Crosswalk (Deducted)	(880)	SF			(6,292.00)	(880.00)	(6,292.00)		(6,292.00)	100%	-
						Original Contract Totals \$		\$ 507,461.07		\$ 507,461.07	100%	\$

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Diamondhead
 Engineer: Jason Chiniche, PE
 Contractor: Moran Hauling, Inc
 Project: East Aloha Drive Improvements Phase 1
 Contract: East Aloha Drive Improvements Phase 1

Owner's Project No.:
 Engineer's Project No.: 17-057-00-08
 Contractor's Project No.:

Application No.: 7 Retainage		Application Period: From 10/11/22 to 01/10/23		Application Date: 01/10/23									
A Bid Item No.	B Description	C Contract Information		D Contract Information		E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)	I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		Item Quantity	Units	Units	Value of Work Completed								
Change Orders													
CO 1	Thermoplastic Striping Crosswalk	880.00	SF			7.15	6,292.00	880.00	6,292.00		6,292.00	100%	-
CO 1	Brick Pavers Pedestrian Crosswalk	(90.00)	SY			327.00	(29,430.00)	(90.00)	(29,430.00)		(29,430.00)	100%	-
CO 1	Installation of Water Line	1.00	LS			68,516.31	68,516.31	1.00	68,516.31		68,516.31	100%	-
CO 2	Additional Water Line Expenses	1.00	LS			6,335.30	6,335.30	1.00	6,335.30		6,335.30	100%	-
Change Order Totals							\$	51,713.61		\$	51,713.61	100%	\$
Original Contract and Change Orders													
Project Totals							\$	559,174.68		\$	559,174.68	100%	\$

FINAL WAIVER OF LIEN

Dated: December 21, 2022

Project: East Aloha Drive Improvements Phase I	Owner: City of Diamondhead	Contractor: Moran Hauling Inc. 10380 Three Rivers Rd. Gulfport, MS 39503
Contract:		Engineer's Project No.:

Sub-Contractor:

Sub-Contractor's Address: (send Certified Mail, Return Receipt Requested)

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:

Date:

[Signature]
President
1-5-23

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:

Date:

[Signature]
President
1-5-23

CONTRACTOR'S CERTIFICATION OF PAYMENT

We, Moran Hauling Inc do hereby certify that payments for all material and labor on East Aloha Drive Improvements Phase I (Project), for 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:

Date:

[Signature]
Authorized Signature
President
1-5-23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2022

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 BXS Insurance 760 Howard Ave, 2nd Floor Biloxi MS 39530	CONTACT NAME: Mary Brumley PHONE (A/C, No, Ext): 228-400-0328 E-MAIL ADDRESS: mary.brumley@bxsi.com		FAX (A/C, No): 228-604-8053
	INSURER(S) AFFORDING COVERAGE		
INSURED Moran Hauling, Inc. 10380 Three Rivers Road Gulfport MS 39503	MORAHAU-01	INSURER A: Brierfield Insurance Company	NAIC # 10993
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2100704987

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	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP10005081803	8/1/2022	8/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<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 <input type="checkbox"/> AUTOS ONLY			CA10005081903	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB10005082003	8/1/2022	8/1/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC0100073562	11/1/2021	11/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER	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

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

This certificate of insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the policies shown above.
 Excluded Officers - Donald Moran III, Gaynell Moran, Brandon Suit

CERTIFICATE HOLDER**CANCELLATION**

Moran Hauling Inc
 10380 Three Rivers Rd
 Gulfport MS 39503

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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Consent Of Surety to Final Payment

Bond # 5957035

PROJECT: *(Name and address)*

East Aloha Drive Improvements Phase 1,
City of Diamondhead,
Hancock County, Mississippi

TO OWNER: *(Name and address)*

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: Construction

CONTRACT DATED:

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)

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 hereto set its hand on this date: January 5th, 2023

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

Old Republic Surety Company

(Surety)

(Signature of authorized representative)

Lisa R. Butler, Attorney-in-Fact

(Printed name and title)

Attest: *Michelle Green*
(Seal):



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 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 ball 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 23rd day of November, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of November, 2022, 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 5th day of January, 2023.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)