



DIGITAL ENGINEERING & IMAGING, INC.

January 10, 2022

Mr. Michael Reso  
City Manager  
City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, MS 39525

Re: Diamondhead Roadway Improvements – Phase 3  
Pay Application No.4-Final  
DE Project No. 730-1000-016

Dear Mr. Reso,

Please find attached Payment Request No. 4-Final - Final from Warren Paving Inc. for construction on the above referenced project in the amount of \$23,059.12.

We have verified all quantities, stored materials, and work completed and we recommend approval for payment. The retainage amount of \$23,059.12 will be released in this payment. Should you have questions or need additional information, please contact our office.

Attached are copies of the Contractor's Affidavit of Payments of Debts and Claims, Consent of Surety to Final Payment, and Certificate of Insurance.

Should you have questions or need additional information, please contact our office.  
Sincerely,

DIGITAL ENGINEERING

A handwritten signature in blue ink, appearing to read 'John M. Stein', is written over the company name.

John M. Stein, P.E.  
Manager of Engineering Operations

cc: Carlos Morales, WP  
Joel Moody, WP  
Jeannie Klein, COD

Enclosures



# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No.: 4  
 Application Date: 11/30/21  
 To: 11/30/21  
 Architect's Project No.:

Invoice #: 221030.4 Contract: 221030- Diamondhead Phase 3

A Item No.	B Description of Work	C Scheduled Value		D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage			
		QTY	\$AMT	From Previous Application (D+E)									
1000	PRE-CONSTRUCTION VIDEO	0.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00				
2000	CONSTRUCTION LAYOUT	0.00	300.00	300.00	0.00	0.00	0.00	300.00	0.00				
3000	CLEAN-UP DRESSING & SODDING	0.00	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00				
4000	FULL DEPTH PATCH	394.88	33,564.80	33,564.80	0.00	0.00	0.00	33,564.80	0.00				
308100	REMOVE UNSUITABLE MATERIAL & REPLACE WITH SELECT GRANULAR BA	50.00	2,750.00	0.00	0.00	0.00	0.00	0.00	0.00				
403101	ASPHALTIC CONCRETE PAVEMENT 1-1/2IN OVERLAY	42,016.00	340,329.60	340,329.60	0.00	0.00	0.00	340,329.60	0.00				
403201	APSHALTIC CONCRETE LEVELING COURSE 0IN - 1 1/2IN	846.83	10,161.96	10,161.96	0.00	0.00	0.00	10,161.96	0.00				
406101	COLD PLANING/DISPOSAL OF ASPHALTIC CONCRETE PAVEMENT	7,634.10	34,353.45	34,353.45	0.00	0.00	0.00	34,353.45	0.00				
618400	MAINTENANCE OF TRAFFIC	0.00	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00				
620100	MOBILIZATION	0.00	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00				
626100	PLASTIC PVM'T STRIPING (24IN WIDTH) (THERMOPLASTIC 125 MIL)	456.00	5,472.00	5,472.00	0.00	0.00	0.00	5,472.00	0.00				
5000CO1	Stripe Roadway, Bike Lane, and Centerline	0.00	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00				
<b>Grand Totals</b>								<b>461,181.81</b>	<b>0.00</b>	<b>461,181.81</b>	<b>100.00%</b>	<b>0.00</b>	<b>23,059.12</b>

5,472.00  
~~456.00~~  
 1/3

**CONSENT OF SURETY  
TO FINAL PAYMENT**

*AIA Document G707*

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

Bond No. 107408003

TO OWNER:  
*(Name and address)*

City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, MS 39525

PROJECT:  
*(Name and address)*

City of Diamondhead Roadway Improvements Phase 3

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED: June 2, 2021

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

, SURETY,

on bond of  
*(Insert name and address of Contractor)*

Warren Paving, Inc.  
P. O. Box 572  
Hattiesburg, MS 39403

, 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: January 4, 2022  
*(Insert in writing the month followed by the numeric date and year.)*

Travelers Casualty and Surety Company of America

*(Surety)*

By: 

*(Signature of authorized representative)*

Joshua T. Jones

Attorney-in-Fact

*(Printed name and title)*

Attest:

(Seal): \_\_\_\_\_



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Joshua T Jones** of **RIDGELAND** **Mississippi**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

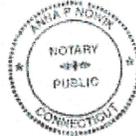
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **4th** day of **January**, 2022



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



# AIA® Document G706™ – 1994

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

<b>PROJECT:</b> <i>(Name and address)</i> Diamondhead Roadway Improvements Phase 3 Re-bid	<b>ARCHITECT'S PROJECT NUMBER:</b>	OWNER: <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> City of Diamondhead 5000 Diamondhead Circle Diamondhead, MS 39525	<b>CONTRACT FOR:</b> General Construction <b>CONTRACT DATED:</b> June 15, 2021	ARCHITECT: <input type="checkbox"/>
		CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

STATE OF: MS  
COUNTY OF: Harrison

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:**

**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

**CONTRACTOR:** *(Name and address)*

Warren Paving, Inc.  
P.O. Box 2545  
Gulfport, MS 39505

BY:



*(Signature of authorized representative)*

Joel Moody, VP of Asphalt Operations  
*(Printed name and title)*

*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).

Subscribed and sworn to before me on this date: 14/22

Notary Public:   
My Commission Expires: 8-7-24





**AIA**<sup>®</sup>

# Document G706A™ – 1994

## Contractor's Affidavit of Release of Liens

<b>PROJECT:</b> <i>(Name and address)</i> Diamondhead Roadway Improvements Phase 3 Re-bid	<b>ARCHITECT'S PROJECT NUMBER:</b>  <b>CONTRACT FOR:</b> General Construction <b>CONTRACT DATED:</b> June 15, 2021	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> SURETY: <input type="checkbox"/> OTHER: <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> City of Diamondhead 5000 Diamondhead Circle Diamondhead, MS 39525		

STATE OF: Mississippi  
COUNTY OF: Harrison

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.

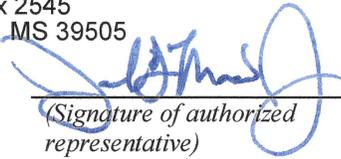
**EXCEPTIONS:**

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

- 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:** *(Name and address)*  
Warren Paving, Inc.  
P.O. Box 2545  
Gulfport, MS 39505

BY:



*(Signature of authorized representative)*

Joel Moody, VP of Asphalt Operations  
*(Printed name and title)*

Subscribed and sworn to before me on this date: 1/4/22

Notary Public:   
My Commission Expires: 8-7-24





ASPHALT CONTRACTORS & MINING

POST OFFICE BOX 572  
HATTIESBURG, MISSISSIPPI 39403  
TELEPHONE (601)544-7811 – FAX (601)544-2005

POST OFFICE BOX 2545  
GULFPORT, MISSISSIPPI 39503  
TELEPHONE (228)896-8003 – FAX (228)896-8155

## WARRANTY

Date: January 4, 2022

To: Digital Engineering

Attn: John Stein

From: Warren Paving, Inc.

The undersigned guarantees to City of Diamondhead that they will be responsible for faulty or defective materials, equipment and workmanship in the Diamondhead Roadway Improvements-Phase 3 Re-bid work and that they will remedy any defects due thereto and pay for all damage to other work resulting therefrom, which shall appear within a period of One (1) year from the date of Substantial Completion (November 2, 2021.)

During this period, upon written notice from City of Diamondhead to do so, the undersigned shall proceed with due diligence at the undersigned's expense to replace properly any defective materials and equipment or perform any labor necessary to correct any defect in the work.

Subscribed and sworn to before me

This 4 day of January, 2022.

My Commission Expires: 8-7-24

Brittany Urbati Notary Public



Warren Paving, Inc.

INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF MISSISSIPPI

COUNTY OF \_\_\_\_\_

The undersigned Subcontractor, Mechanic and/or Materialman has been employed by Warren Paving, Inc. to furnish \_\_\_\_\_ for the construction of improvements known as Diamondhead Roadway Improvements Phase 3 Re-bid which is located in the County of Hancock, Mississippi and is owned by the City of Diamondhead and more particularly described as follows:

Diamondhead Roadway Improvements Phase 3 Re-Bid

Upon the receipt of the sum of \$11,382.19, the Subcontractor, Mechanic and/or Materialman waives and releases any and all liens or claims of liens it has upon the foregoing described property or any rights against any labor and/or material bond through the date of 11/30/2021 and excepting those rights and liens that the Mechanic and/or Materialman might have in any retained amounts, on account of labor or materials, or both, furnished by the undersigned to or on account of said contractor for said building or premises.

[Handwritten Signature]  
Signature

By: J.L. McCool Contractors, Inc.  
Business Name

Its: President  
Title

Sworn to and subscribed before me, this the 03 day of January,  
2022.

[Handwritten Signature]  
Notary Public

My Commission Expires:



Office Use ONLY:

Project: Diamondhead Phase 3  
Job No: 221030  
Pay App No.: #1  
Vendor ID: 1724

NOTICE: When you execute and submit this document, you shall be conclusively deemed to have been paid in full the amount stated above, even if you have not actually received the payment, sixty (60) days after the date stated above unless you file either an Affidavit of Nonpayment or a Claim of Lien before the expiration of the sixty-day period. The failure to include this Notice language on the face of the form shall render the form unenforceable and invalid as a Waiver and Release under § 85-7-419, Mississippi Code of 1972.

Signature

By: J.L. McCool Contractors, Inc.  
Business Name

Its: President  
Title

Sworn to and subscribed before me, this the 03 day of Janaury, 2022.

Diane Mayfield  
Notary Public

My Commission Expires:



Office Use ONLY:

Project: Diamondhead Phase 3  
Job No: 221030  
Pay App No.: #1  
Vendor ID: 1724