

2024-016



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January 8, 2024

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

**Re: Pay Application #3  
Makiki Drive Drainage Improvements  
Bottom 2 Top Construction, LLC**

Dear Mr. McCraw:

Enclosed, please find Pay Application #3 to be considered for approval by the City Council at the next meeting. I have reviewed this pay application and find that it is an accurate request according to the amount of work that has been completed since the project began.

With that said, I recommend that the Council pay Bottom 2 Top Construction, LLC., in the amount of \$7,014.40. Please do not hesitate to contact me should you have any questions.

Sincerely,

**COVINGTON CIVIL & ENVIRONMENTAL, LLC**

A handwritten signature in blue ink that reads "Andrew Levens".

Andrew Levens, P.E.  
*Engineering Manager*

Enclosures: B2T Pay Application #3 Signed



Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Diamondhead  
 Engineer: Covington Civil & Environmental LLC  
 Contractor: Bottom 2 Top Construction LLC  
 Project: Makiki Drive Drainage Improvements  
 Contract: \_\_\_\_\_

Owner's Project No.: \_\_\_\_\_  
 Engineer's Project No.: 16383  
 Contractor's Project No.: \_\_\_\_\_

Application No.: 3 Application Period: From 11/15/23 to 12/29/23 Application Date: 12/29/23

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) (\$)						
<b>Original Contract</b>															
1	Mobilization	1	LS	\$ 13,380.25	13,380.25	-	-	1.00	13,380.25	-	13,380.25	100%	-		
2	Silt Fence	795	LF	\$ 5.04	4,006.80	-	-	-	-	-	-	0%	4,006.80		
3	Straw Wattle	7	EA	\$ 335.23	2,346.61	-	-	7.00	2,346.61	-	2,346.61	100%	-		
4	Hydroseeding	1,622	SY	\$ 1.87	3,033.14	-	-	1,622.00	3,033.14	-	3,033.14	100%	-		
5	Sawcut Asphalt Pavement	46	LF	\$ 11.50	529.00	-	-	46.00	529.00	-	529.00	100%	-		
6	Asphalt Removal	16	SY	\$ 17.25	276.00	-	-	16.00	276.00	-	276.00	100%	-		
7	Clearing and Grubbing	1	LS	\$ 5,175.00	5,175.00	-	-	1.00	5,175.00	-	5,175.00	100%	-		
8	Remove and Reset Junction Box	1	LS	\$ 7,475.00	7,475.00	-	-	1.00	7,475.00	-	7,475.00	100%	-		
9	Remove and Reset Conflict Box	1	LS	\$ 10,925.00	10,925.00	-	-	1.00	10,925.00	-	10,925.00	100%	-		
10	Conflict Box Modification	1	LS	\$ 13,800.00	13,800.00	-	-	1.00	13,800.00	-	13,800.00	100%	-		
11	Remove and Relay 42" RCP	40	LF	\$ 69.00	2,760.00	-	-	40.00	2,760.00	-	2,760.00	100%	-		
12	Remove and Relay 24" RCP and End Section	16	LF	\$ 51.75	828.00	-	-	16.00	828.00	-	828.00	100%	-		
13	New 42" RCP (Material & Installation)	40	LF	\$ 124.20	4,968.00	-	-	24.00	2,980.80	-	2,980.80	60%	1,987.20		
14	Pipe Removal & Disposal (All Sizes)	24	LF	\$ 23.00	552.00	-	-	24.00	552.00	-	552.00	100%	-		
15	Riprap on Geotextile Fabric	10	SY	\$ 132.25	1,322.50	-	-	10.00	1,322.50	-	1,322.50	100%	-		
16	Channel Earthwork	1	LS	\$ 6,325.00	6,325.00	-	-	1.00	6,325.00	-	6,325.00	100%	-		
17	Excess Excavation	50	CY	\$ 13.80	690.00	-	-	50.00	690.00	-	690.00	100%	-		
18	Granular Base Course	112	SY	\$ 34.37	3,849.44	-	-	112.00	3,849.44	-	3,849.44	100%	-		
19	Hot Bituminous Pavement Base (MDOT ST, 9.5 mm mix)(1.5" Thick)	112	SY	\$ 49.22	5,512.64	-	-	112.00	5,512.64	-	5,512.64	100%	-		
20	Hot Bituminous Pavement Surface (MDOT ST, 9.5 mm mix)(1.5" Thick)	112	SY	\$ 49.22	5,512.64	-	-	112.00	5,512.64	-	5,512.64	100%	-		
21	Cast-in-Place Reinforced Concrete	17	CY	\$ 1,610.00	27,370.00	-	-	17.00	27,370.00	-	27,370.00	100%	-		
<b>ADDITIVE ALTERNATE #1</b>															
A1-1	Riprap on Geotextile Fabric	100	SY	\$ 132.25	13,225.00	-	-	100.00	13,225.00	-	13,225.00	100%	-		
A1-2	Grouted Riprap	28	SY	\$ 143.75	4,025.00	-	-	28.00	4,025.00	-	4,025.00	100%	-		
A1-3	North Channel Earthwork	1	LS	\$ 5,175.00	5,175.00	-	-	1.00	5,175.00	-	5,175.00	100%	-		
<b>Original Contract Totals</b>					<b>\$ 143,062.02</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 137,068.02</b>	<b>\$ -</b>	<b>\$ 137,068.02</b>	<b>94%</b>	<b>\$ 5,994.00</b>			

**Progress Estimate - Unit Price Work**

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						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) (\$)				
<b>Change Orders</b>													
2	Silt Fence	(795)	LF	\$ 5.04	(4,006.80)		-		-		-	0%	(4,006.80)
13	New 42" RCP (Material & Installation)	(16)	LF	\$ 124.20	(1,987.20)		-		-		-	0%	(1,987.20)
21	Cast-In-Place Reinforced Concrete	2	CY	\$ 1,610.00	3,220.00	2.00	3,220.00	2.00	3,220.00		3,220.00	100%	-
				<b>Change Order Totals</b>	<b>\$ (2,774.00)</b>		<b>\$ 3,220.00</b>		<b>\$ 3,220.00</b>	<b>\$ -</b>	<b>\$ 3,220.00</b>	<b>33%</b>	<b>\$ (5,994.00)</b>
<b>Original Contract and Change Orders</b>													
				<b>Project Totals</b>	<b>\$ 140,288.02</b>		<b>\$ 3,220.00</b>		<b>\$ 140,288.02</b>	<b>\$ -</b>	<b>\$ 140,288.02</b>	<b>64%</b>	<b>\$ -</b>




## NOTICE OF ACCEPTABILITY OF WORK

Owner:	City of Diamondhead	Owner's Project No.:	-
Engineer:	Covington Civil & Environmental	Engineer's Project No.:	16175
Contractor:	Bottom 2 Top Construction, LLC	Contractor's Project No.:	-
Project:	Makiki Drive Drainage Improvements		
Contract Name:	Makiki Drive Drainage Improvements		
Notice Date:	01/09/2024	Effective Date of the Construction Contract:	10/17/2023

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **October 29, 2021** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature):   
Name (printed): ANDREW N LEVENS  
Title: ENGINEERING MANAGER