Phone: (228) 396-0486



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

Andrew Levens, P.E. Engineering Manager

Enclosures: B2T Pay Application #3 Signed

Contractor's Application for Payment City of Diamondhead Owner: Owner's Project No.: Engineer: Covington Civil & Environmental LLC Engineer's Project No.: 16383 Contractor: Bottom 2 Top Construction LLC Contractor's Project No.: Project: Makiki Drive Drainage Improvements Contract: Application No.: 3 **Application Date:** 12/29/2023 **Application Period:** From 11/15/2023 12/29/2023 1. Original Contract Price 143,062.02 2. Net change by Change Orders (2,774.00)3. Current Contract Price (Line 1 + Line 2) 140,288.02 4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total) \$ 140,288.02 5. Retainage 140,288.02 Work Completed Stored Materials c. Total Retainage (Line 5.a + Line 5.b) Amount eligible to date (Line 4 - Line 5.c) 140,288.02 7. Less previous payments (Line 6 from prior application) 133,273.62 8. Amount due this application 7,014.40 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: Signature: Date: 1-8-7014 Recommended by Engineer Approved by Owner By: By: **Engineering Manager** Title: Title: 1/8/2024 Date: Date: Approved by Funding Agency By: By: Title: Title: Date: Date:

Progress I	Estimate -	Unit Price	Work
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Contract:

Contractor'	s Applica	ation for	Payment

Owner:	y of Diamondhead	
Engineer:	rington Civil & Environmental LLC	
Contractor:	ttom 2 Top Construction LLC	
Project:	kiki Drive Drainage Improvements	

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

Application	n No.: 3 Application Period:		11/15/23	to	12/29/23	-					Applica	ation Date:	12/29/23
A	B	C	D	E	F	G	Н	1	1	К	L SHEE	M	N
			Contrac	t Information			- Current Pay App	Work Com	pleted to Date	DAME DAY			A VO VICE
Bid Item	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work - Current Pay App	Value of Work Completed - Current Pay App (E X G) (S)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X I) (S)	Materials Currently Stored (not in G) (S)	Work Completed and Materials Stored to Date (1 + K)	(L/F)	Balance to Finish (
				TO THE REAL PROPERTY.		nal Contract		the work	(3)	(5)	(\$)	(%)	(\$)
1	Mobilization	1	LS	\$ 13,380.25	13,380.25			1.00	13,380.25		40.000.00		
2	Silt Fence	795	LF	\$ 5.04	4,006.80			1.00	13,360.23		13,380.25	100%	-
3	Straw Wattle	7	EA	\$ 335.23	2,346.61							0%	4,006.80
4	Hydroseeding	1,622	SY	\$ 1.87				7.00	2,346.61		2,346.61	100%	
5	Sawcut Asphalt Pavement	46	LF	\$ 11.50	3,033.14			1,622.00	3,033.14		3,033.14	100%	
6	Asphalt Removal	16	SY	\$ 17.25	529.00			46.00	529.00		529.00	100%	
7	Clearing and Grubbing	10	LS	47.23	276.00			16.00	276.00		276.00	100%	2
8	Remove and Reset Junction Box	1	LS	9 3,173.00	5,175.00			1.00	5,175.00		5,175.00	100%	
9	Remove and Reset Conflict Box	- 1	LS	3 7,473.00	7,475.00			1.00	7,475.00		7,475.00	100%	
10	Conflict Box Modification	- 1	LS	7 10,323.00	10,925.00			1.00	10,925.00		10,925.00	100%	
11	Remove and Relay 42" RCP	40	LF	\$ 13,800.00	13,800.00		-	1.00	13,800.00		13,800.00	100%	
12	Remove and Relay 24" RCP and End Section	16	LF	\$ 69.00	2,760.00			40.00	2,760.00		2,760.00	100%	
13	New 42" RCP (Material & Installation)	40	LF	\$ 51.75	828.00			16.00	828.00		828.00	100%	
14	Pipe Removal & Disposal (All Sizes)	24	LF	\$ 124.20	4,968.00			24.00	2,980.80		2,980.80	60%	1,987.20
15	Riprap on Geotextile Fabric	10		\$ 23.00	552.00			24.00	552.00		552.00	100%	
16	Channel Earthwork	10	SY	\$ 132.25	1,322.50			10.00	1,322.50		1,322.50	100%	
17	Excess Excavation	50	LS	\$ 6,325.00	6,325.00			1.00	6,325.00		6,325.00	100%	
18	Granular Base Course	112	SY	\$ 13.80	690.00			50.00	690.00		690.00	100%	
		112	21	\$ 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	180		112.00	5,512.64		5,512.64	100%	1.
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		27 270 22		
DDITIVE A	LTERNATE #1							17.00	27,370.00		27,370.00	100%	-
A1-1	Riprap on Geotextile Fabric	100	SY	\$ 132.25	13,225.00			100.00	13,225.00		42.225.22	1000	
A1-2	Grouted Riprap	28	SY	\$ 143.75	4,025.00	-					13,225.00	100%	
A1-3	North Channel Earthwork	1	LS	\$ 5,175.00	5,175.00			28.00	4,025.00		4,025.00	100%	
		-		7 3,273.00	3,173.00			1.00	5,175.00		5,175.00	100%	
			Orlain	al Contract Totals	\$ 143,062.02		s .		\$ 137,068.02	s -	\$ 137,068.02	94%	\$ 5,994.00

Progress	s Estimate - Unit Price Work										Contractor's Ap	nlication	n for Payment
Owner:	City of Diamondhead												rioi rayment
Engineer:	Covington Civil & Environmental LLC										Owner's Project No		
Contractor	r: Bottom 2 Top Construction LLC									Engineer's Project No.: 1638			
Project:	Makiki Drive Drainage Improvement	ts									Contractor's Project	No.:	
Contract:													
Applicatio	n No.:3 A	pplication Period: From	11/15/23	to	12/29/23						Applica	ation Date:	12/29/23
A	В	C	D	E	F	G	н				Applica		
			Contrac	t Information		Work Completed	- Current Pay App	Work Com	pleted to Date		-	M	N
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (S)	Estimated Quantity	Value of Work Completed -	Estimated Quantity	Value of Work Completed to Date (E X I) (S)	Materials Currently Stored (not in G) (S)	Work Completed and Materials Stored to Date (J + K) (S)	(L/F)	Balance to Finish (F - L)
	Silt Fence				Cha	nge Orders			(4)	(5)	(5)	(%)	(\$)
	100000000000000000000000000000000000000	(795)	LF .	\$ 5.04	(4,006.80)		2						
	New 42" RCP (Material & Installation)	(16)	LF	\$ 124.20	(1,987.20)						-	0%	(4,006.80)
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%	(1,987.20)
												100%	-
			Ch	ange Order Totals	\$ (2,774.00)		\$ 3,220.00		\$ 3,220.00	\$ -	\$ 3,220.00	33%	\$ (5,994.00)
					Original Contra	ct and Change Order							
				Project Totals			\$ 3,220.00		\$ 140,288.02	\$.	\$ 140 288 02	CAN	

NOTICE OF ACCEPTABILITY OF WORK

Owner:

City of Diamondhead

Owner's Project No.:

16175

Engineer: Contractor: Covington Civil & Environmental

Engineer's Project No.:

Project:

Bottom 2 Top Construction, LLC

Contractor's Project No.:

Contract Name:

Makiki Drive Drainage Improvements 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): Ohd N Ferr

Name (printed): ANDNEW N LEVENS

Title: