

CHANGE ORDER

OWNER:

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

CHANGE ORDER NO. 2 (Summary)

DATE: February 27, 2025

CONTRACTOR:

LJ Construction Inc.
11226 Dobson Road
Gulfport, MS 39503

ENGINEER: Covington Civil &
Environmental

PROJECT: Kalae Street Drainage
Improvements

SUMMARY:

This change order serves to decrease the Contract Amount and Contract Time.

Installed quantities in the field differ from the original estimated quantities in the contract. A detailed summary of the quantity adjustments is included with this Change Order. The net change to the Contract amount with these adjustments is a decrease in the total contract amount by \$33,358.35

The project was substantially complete January 15, 2025 reducing the contract time by 9 days.

THE CONTRACT IS AMENDED AS SHOWN BELOW:

(Not valid until executed by the Owner, Engineer, and Contractor)

The original Contract Sum:	\$271,124.25
Net Change by previously authorized Change Orders:	\$25,578.56
The Contract Sum prior to this Change Order was:	\$296,702.81
The Contract Sum will now Change :	(\$33,358.35)
The New Contract Sum including this Change Order will be:	\$263,344.46
The original Contract Time:	11/25/2024
Net Change by previously authorized Change Orders:	60
The Date of Substantial Completion prior to this Change Order:	1/24/2025
The Contract Time will now Change by days:	-9
The New Date of Substantial Completion will be:	1/15/2025

CONTRACTOR:

By: Louis J. Smith
Date: 2/27/25

ENGINEER:

By: Scott M. Galloway
Date: 2/27/2025

OWNER:

By: _____
Date: _____

**KALAE STREET DRAINAGE IMPROVEMENTS
CITY OF DIAMONDHEAD**

**CHANGE ORDER #2 (SUMMARY)
SUMMARY OF AMENDED QUANTITIES AND TOTALS**

PAY ITEM NO.	PAY ITEM	UNIT	UNIT PRICE	ORIGINAL CONTRACT		AMENDED QUANTITIES		CONTRACT REVISIONS		NEW TOTALS
				CONTRACT QUANTITY	EXTENSION	INCREASE	DECREASE	NEW QUANTITY	NEW EXTENSION	
02050-1	Removal of Asphalt Pavement, All Depths	SY	\$ 8.00	190	\$ 1,520.00		(60)	130	\$ 1,040.00	\$ (480.00)
02050-3	Sawcut Asphalt, All Depths	LF	\$ 7.00	310	\$ 2,170.00		(32)	278	\$ 1,946.00	\$ (224.00)
02050-4	Sawcut Concrete, All Depths	LF	\$ 8.00	150	\$ 1,200.00		(20)	130	\$ 1,040.00	\$ (160.00)
02050-5	Removal of Pipe, All Sizes	LF	\$ 10.50	265	\$ 2,782.50		(26)	239	\$ 2,509.50	\$ (273.00)
02050-6	Removal of Gravel Pavement, All Depths	SY	\$ 8.00	105	\$ 840.00		(11)	94	\$ 752.00	\$ (88.00)
02226-1	Excess Excavation, LVM	CY	\$ 12.00	500	\$ 6,000.00		(158)	342	\$ 4,104.00	\$ (1,896.00)
02226-2	Borrow Excavation, LVM	CY	\$ 17.00	535	\$ 9,095.00		(114)	421	\$ 7,157.00	\$ (1,938.00)
02234-1	Size 610 Crushed Stone Base	CY	\$ 125.00	60	\$ 7,500.00		(10)	50	\$ 6,250.00	\$ (1,250.00)
02295-2	Wattles	LF	\$ 4.50	420	\$ 1,890.00		(420)	0	\$ -	\$ (1,890.00)
02512-1	1.5" 9.50-mm, MT, Asphalt Pavement	SY	\$ 39.27	315	\$ 12,370.05		(185)	130	\$ 5,105.10	\$ (7,264.95)
02512-2	1.5" 12.50-mm, MT, Asphalt Pavement	SY	\$ 39.27	190	\$ 7,461.30		(60)	130	\$ 5,105.10	\$ (2,356.20)
02512-3	Cold Milling of Bituminous Pavement, All Depths	SY	\$ 20.00	130	\$ 2,600.00		(130)	0	\$ -	\$ (2,600.00)
02580-1	Traffic Markings	LF	\$ 10.00	380	\$ 3,800.00		(282)	98	\$ 980.00	\$ (2,820.00)
02585-1	Traffic Signage	EA	\$ 450.00	4	\$ 1,800.00		(4)	0	\$ -	\$ (1,800.00)
02721-1	Reinforced Cast-in-Place Concrete Structures	CY	\$ 1,650.00	20	\$ 33,000.00		(3.60)	16	\$ 27,060.00	\$ (5,940.00)
02721-2	Castings/Gratings	LBS	\$ 4.00	700	\$ 2,800.00		(31)	669	\$ 2,676.00	\$ (124.00)
02722-1	24" Reinforced Concrete Pipe, Class III	LF	\$ 84.00	112	\$ 9,408.00		(11)	101	\$ 8,484.00	\$ (924.00)
02722-2	29"x18" Reinforced Concrete Arch Pipe, Class III	LF	\$ 106.20	120	\$ 12,744.00		(9)	111	\$ 11,788.20	\$ (955.80)
02723-1	24" Corrugated High Density Polyethylene Pipe	LF	\$ 65.60	144	\$ 9,446.40		(24)	120	\$ 7,872.00	\$ (1,574.40)
02752-1	Loose Riprap on Geotextile Fabric	SY	\$ 100.00	125	\$ 12,500.00		(3)	122	\$ 12,200.00	\$ (300.00)
M3	Fire Hydrant Adjustment	EA	\$ 1,500.00	1	\$ 1,500.00	1		2	\$ 3,000.00	\$ 1,500.00

TOTAL CHANGE ORDER #2 \$ (33,358.35)

**KALAE STREET DRAINAGE IMPROVEMENTS
CITY OF DIAMONDHEAD**

**CHANGE ORDER #2 (SUMMARY)
SUMMARY OF AMENDED QUANTITIES AND TOTALS**

PAY ITEM NO.	PAY ITEM	UNIT	UNIT PRICE	ORIGINAL CONTRACT		AMENDED QUANTITIES		CONTRACT REVISIONS		NEW TOTALS
				CONTRACT QUANTITY	EXTENSION	INCREASE	DECREASE	NEW QUANTITY	NEW EXTENSION	
02050-1	Removal of Asphalt Pavement, All Depths	SY	\$ 8.00	190	\$ 1,520.00		(60)	130	\$ 1,040.00	\$ (480.00)
02050-3	Sawcut Asphalt, All Depths	LF	\$ 7.00	310	\$ 2,170.00		(32)	278	\$ 1,946.00	\$ (224.00)
02050-4	Sawcut Concrete, All Depths	LF	\$ 8.00	150	\$ 1,200.00		(20)	130	\$ 1,040.00	\$ (160.00)
02050-5	Removal of Pipe, All Sizes	LF	\$ 10.50	265	\$ 2,782.50		(26)	239	\$ 2,509.50	\$ (273.00)
02050-6	Removal of Gravel Pavement, All Depths	SY	\$ 8.00	105	\$ 840.00		(11)	94	\$ 752.00	\$ (88.00)
02226-1	Excess Excavation, LVM	CY	\$ 12.00	500	\$ 6,000.00		(158)	342	\$ 4,104.00	\$ (1,896.00)
02226-2	Borrow Excavation, LVM	CY	\$ 17.00	535	\$ 9,095.00		(114)	421	\$ 7,157.00	\$ (1,938.00)
02234-1	Size 610 Crushed Stone Base	CY	\$ 125.00	60	\$ 7,500.00		(10)	50	\$ 6,250.00	\$ (1,250.00)
02295-2	Wattles	LF	\$ 4.50	420	\$ 1,890.00		(420)	0	\$ -	\$ (1,890.00)
02512-1	1.5" 9.50-mm, MT, Asphalt Pavement	SY	\$ 39.27	315	\$ 12,370.05		(185)	130	\$ 5,105.10	\$ (7,264.95)
02512-2	1.5" 12.50-mm, MT, Asphalt Pavement	SY	\$ 39.27	190	\$ 7,461.30		(60)	130	\$ 5,105.10	\$ (2,356.20)
02512-3	Cold Milling of Bituminous Pavement, All Depths	SY	\$ 20.00	130	\$ 2,600.00		(130)	0	\$ -	\$ (2,600.00)
02580-1	Traffic Markings	LF	\$ 10.00	380	\$ 3,800.00		(282)	98	\$ 980.00	\$ (2,820.00)
02585-1	Traffic Signage	EA	\$ 450.00	4	\$ 1,800.00		(4)	0	\$ -	\$ (1,800.00)
02721-1	Reinforced Cast-in-Place Concrete Structures	CY	\$ 1,650.00	20	\$ 33,000.00		(3.60)	16	\$ 27,060.00	\$ (5,940.00)
02721-2	Castings/Gratings	LBS	\$ 4.00	700	\$ 2,800.00		(31)	669	\$ 2,676.00	\$ (124.00)
02722-1	24" Reinforced Concrete Pipe, Class III	LF	\$ 84.00	112	\$ 9,408.00		(11)	101	\$ 8,484.00	\$ (924.00)
02722-2	29"x18" Reinforced Concrete Arch Pipe, Class III	LF	\$ 106.20	120	\$ 12,744.00		(9)	111	\$ 11,788.20	\$ (955.80)
02723-1	24" Corrugated High Density Polyethylene Pipe	LF	\$ 65.60	144	\$ 9,446.40		(24)	120	\$ 7,872.00	\$ (1,574.40)
02752-1	Loose Riprap on Geotextile Fabric	SY	\$ 100.00	125	\$ 12,500.00		(3)	122	\$ 12,200.00	\$ (300.00)
M3	Fire Hydrant Adjustment	EA	\$ 1,500.00	1	\$ 1,500.00	1		2	\$ 3,000.00	\$ 1,500.00

TOTAL CHANGE ORDER #2 \$ (33,358.35)



February 28, 2025

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

**Re: Pay Application #5 FINAL
Kalae Street Drainage Improvements
LJ Construction, Inc.**

Dear Mr. McCraw:

Enclosed, please find Pay Application #5 FINAL to be considered for approval by the City Council at the next meeting. The project was issued Substantially Complete 1/15/2025.

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 approve payment to LJ Construction, Inc., in the amount of \$6,583.61. 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 "Sarah McLellan".

Sarah McLellan, P.E.
Project Engineer

Enclosures: LJ Pay Application #5 FINAL Signed

Contractor's Application for Payment

Owner: City of Diamondhead **Owner's Project No.:** _____
Engineer: Covington Civil & Environmental LLC **Engineer's Project No.:** 16175 FP WA 4
Contractor: LJ Construction Inc. **Contractor's Project No.:** _____
Project: Kalae Street Drainage Project
Contract: _____


Application No.: 5 FINAL **Application Date:** 2/27/2025
Application Period: From 1/31/2025 to 2/27/2025

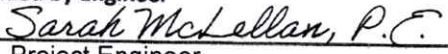
1. Original Contract Price	\$	271,124.25
2. Net change by Change Orders	\$	(7,779.79)
3. Current Contract Price (Line 1 + Line 2)	\$	263,344.46
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	263,344.46
5. Retainage		
a. 0.00% X \$ 263,344.46 Work Completed	\$	-
b. _____ X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	263,344.46
7. Less previous payments (Line 6 from prior application)	\$	256,760.85
8. Amount due this application	\$	6,583.61
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: LJ Construction Inc
Signature:  **Date:** 2/27/25

Recommended by Engineer
By: 
Title: Project Engineer
Date: 2/28/2025

Approved by Owner
By: _____
Title: _____
Date: _____

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

By: _____
Title: _____
Date: _____

Progress Estimate - Unit Price Work

Owner: City of Diamondhead
 Engineer: Covington Civil & Environmental LLC
 Contractor: LJ Construction Inc.
 Project: Kalae Street Drainage Project
 Contract: _____

Contractor's Application for Payment

Owner's Project No.: _____
 Engineer's Project No.: 16175 FP WA 4
 Contractor's Project No.: _____

Application No.: S Final Application Period: From 01/31/25 to 02/27/25 Application Date: 02/27/25

Item No.	Description	Base Quantity	Unit	Unit Price (\$)	Volume of Bid Item (CY/E)	Contract Information		Work Completed - Current Pay App		Work Completed to Date		Work Completed and Materials Stored to Date (I + M)	% of Value of Work (M / L)	Balance to Finish (L - M)
						Contract No.	Line Item	Estimated Quantity Incorporated in the Work - Current Pay App	Value of Work Completed - Current Pay App (X)(I)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (X)(M)			
Original Contract														
01505-1	Modification	1	LS	\$ 26,990.00	26,990.00				1.00	26,990.00		26,990.00	100%	-
02050-1	Removal of Asphalt Pavement, All Depths	130	SY	\$ 8.00	1,040.00				130.00	1,040.00		1,040.00	100%	-
02050-2	Removal of Concrete Pavement, All Depths	120	SY	\$ 9.00	1,080.00				120.00	1,080.00		1,080.00	100%	-
02050-3	Sawcut Asphalt, All Depths	278	LF	\$ 7.00	1,946.00				278.00	1,946.00		1,946.00	100%	-
02050-4	Sawcut Concrete, All Depths	130	LF	\$ 8.00	1,040.00				130.00	1,040.00		1,040.00	100%	-
02050-5	Removal of Pipe, All Sizes	239	LF	\$ 10.50	2,509.50				239.00	2,509.50		2,509.50	100%	-
02050-6	Removal of Gravel Pavement, All Depths	94	SY	\$ 8.00	752.00				94.00	752.00		752.00	100%	-
02113-1	Clearing and Grubbing	1	LS	\$ 7,500.00	7,500.00				1.00	7,500.00		7,500.00	100%	-
02226-1	Excess Excavation, LVM	242	CY	\$ 12.00	4,104.00				342.00	4,104.00		4,104.00	100%	-
02226-2	Borrow Excavation, LVM	423	CY	\$ 17.00	7,157.00				421.00	7,157.00		7,157.00	100%	-
02226-3	Ditch Excavation	1,620	LF	\$ 12.00	19,440.00				1,620.00	19,440.00		19,440.00	100%	-
2234-1	Size #10 Crushed Stone Base	30	CY	\$ 125.00	6,250.00				50.00	6,250.00		6,250.00	100%	-
02295-1	Silt Fence	-	LF	\$ 4.50	-				-	-		-	0%	-
02295-2	Wattles	-	LF	\$ 4.50	-				-	-		-	0%	-
02512-1	1.5" 9.50-mm, MT, Asphalt Pavement	130	SY	\$ 39.27	5,105.10				130.00	5,105.10		5,105.10	100%	-
02512-2	1.5" 12.50-mm, MT, Asphalt Pavement	130	SY	\$ 39.27	5,105.10				130.00	5,105.10		5,105.10	100%	-
02512-3	Cold Milling of Bituminous Pavement, All Depths	-	SY	\$ 20.00	-				-	-		-	0%	-
02522-1	4" Concrete Driveway with Headwall	120	SY	\$ 246.25	29,550.00				120.00	29,550.00		29,550.00	100%	-
02580-1	Traffic Markings	98	LF	\$ 10.00	980.00				98.00	980.00		980.00	100%	-
02585-1	Traffic Signage	-	EA	\$ 450.00	-				-	-		-	0%	-
02721-1	Reinforced Cast-in-Place Concrete Structures	18.4	CY	\$ 1,650.00	27,060.00				16.40	27,060.00		27,060.00	100%	-
02721-2	Castings/Gratings	669	LBS	\$ 4.00	2,676.00				669.00	2,676.00		2,676.00	100%	-
02722-1	24" Reinforced Concrete Pipe, Class III	101	LF	\$ 84.00	8,484.00				101.00	8,484.00		8,484.00	100%	-
02722-2	29" x 18" Reinforced Concrete Arch Pipe, Class III	111	LF	\$ 105.20	11,788.20				111.00	11,788.20		11,788.20	100%	-
02722-3	Reinforced Concrete Flared End Section	4	EA	\$ 1,603.00	6,412.00				4.00	6,412.00		6,412.00	100%	-
02723-1	24" Corrugated High Density Polyethylene Pipe	120	LF	\$ 65.60	7,872.00				120.00	7,872.00		7,872.00	100%	-
02732-1	Loose Riprap, on Geotextile Fabric	122	SY	\$ 100.00	12,200.00				122.00	12,200.00		12,200.00	100%	-
02931-1	Hydroseeding	1,980	SY	\$ 2.00	3,960.00				1,980.00	3,960.00		3,960.00	100%	-
02935-1	Maintenance of Traffic	1	LS	\$ 7,500.00	7,500.00				1.00	7,500.00		7,500.00	100%	-
M1	Remove and Reinstall Mailboxes	-	EA	\$ 300.00	-				-	-		-	0%	-
M2	Water Main Relocation	2	EA	\$ 6,150.00	12,300.00				2.00	12,300.00		12,300.00	100%	-
M3	Fire Hydrant Adjustment	2	EA	\$ 1,500.00	3,000.00				2.00	3,000.00		3,000.00	100%	-
CO1	36" x 23" Reinforced Concrete Pipe Class III	232	LF	\$ 147.58	34,238.56				232.00	34,238.56		34,238.56	100%	-
CO2	38" x 23" Reinforced Concrete Flare End	1	EA	\$ 2,050.00	2,050.00				1.00	2,050.00		2,050.00	100%	-
CO3	Remobilization	1	LS	\$ 2,500.00	2,500.00				1.00	2,500.00		2,500.00	100%	-
CO4	18" Corrugated High Density Polyethylene Pipe	5	LF	\$ 151.00	755.00				5.00	755.00		755.00	100%	-
Original Contract Totals and Change Orders 1 & 2 (Summary)					\$ 263,344.46				\$ 263,344.46	\$ -	\$ 263,344.46	100%	\$ -	
Original Contract and Change Orders 1 & 2 (Summary)					\$ 263,344.46				\$ 263,344.46	\$ -	\$ 263,344.46	100%	\$ -	
Project Totals					\$ 263,344.46				\$ 263,344.46	\$ -	\$ 263,344.46	100%	\$ -	



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Document G706™ – 1994



Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Kalae Street Drainage Project	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> City of Diamondhead 5000 Diamondhead Circle Diamondhead, MS. 39525	CONTRACT FOR: General Construction CONTRACT DATED: 7/31/24	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

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).

CONTRACTOR: *(Name and address)*

LJ Construction Inc
11226 Dobson Rd
Gulfport, MS. 39503

BY:

[Signature]
(Signature of authorized representative)

Louis J. Smith President
(Printed name and title)

Subscribed and sworn to before me on this date: 02/20/25

Notary Public:

My Commission Expires:

[Signature]
02/28/27



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Kalae Street Drainage Project	ARCHITECT'S PROJECT NUMBER: CONTRACT FOR: General Construction CONTRACT DATED: 7/31/24	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> SURETY: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> City of Diamondhead 5000 Diamondhead Circle Diamondhead, MS 39525		

STATE OF: ms
 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:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. 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)*

LJ Construction Inc
 11226 Dobson Rd
 Gulfport, MS 39503

BY:

(Signature of authorized representative)

Louis J. Smith - President
(Printed name and title)

Subscribed and sworn to before me on this date: 02/20/25

Notary Public: Charity Smith

My Commission Expires: 2/28/27



CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF DEBTS AND CLAIMS
AND WAIVER OF LIENS

TO: (Owner)

City of Diamondhead,
5000 Diamondhead Circle
Diamondhead, MS. 39525

ENGINEER'S PROJECT
NO.

#

CONTRACT FOR:

Entire Project

CONTRACT DATE:

7/31/24

PROJECT:

Kalae Street Drainage

State of: MS

County of: Harrison

The undersigned, pursuant to Article 14 of the General Conditions, hereby certifies that, he has paid in full or has otherwise satisfied all obligations 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 his property might be held responsible.

CONTRACTOR:

(Address)

LJ Construction Inc
11226 Dobson Rd
Gulfport, MS. 39503

BY:

Louis J. Smith

Subscribed and sworn to before me this

20

day of

Feb

2025

, 2023.



Notary Public

Chasity Smith

My Commission Expires:

02/28/27



CONTRACTOR'S WARRANTY

To Owner: City of Diamondhead

Project Name: Kalae Street Drainage Project

The contractor signatory below, L J Construction Inc ("Contractor") hereby guarantees the City of Diamondhead ("Owner") that the construction performed on the Kalae Street Drainage project to be free from defects in material and workmanship for a period of one year from the date of substantial completion (01/15/25).

This standard limited warranty applies and is limited as follows:

1. To the construction work that has not been subjected to accident, misuse or abuse.
2. To the construction work that had not been modified, altered, defaced or had repairs made or attempted by others.
3. That the contractor be immediately notified in writing within ten (10) days of becoming aware of defect by owner or his agent.
4. Under no circumstances shall the contractor be liable by virtue of this warranty or otherwise damage to any person or property whatsoever for any special, indirect, secondary or consequential damages of any nature however arising out of the use or inability to use because of the construction defect.

BY: *Louis J. Smith*
AUTHORIZED REPRESENTATIVE

Louis J. Smith President
PRINTED NAME AND TITLE DATE: 02/20/25

Subscribed and sworn to before me on this date: 02/20/25

BY: *Chasity Smith*





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Consent Of Surety to Final Payment

PROJECT: <i>(Name and address)</i> Kalae Drainage Project	ARCHITECT'S PROJECT NUMBER:	Bond # 100433050
TO OWNER: <i>(Name and address)</i> City of Diamondhead 5000 Diamondhead Circle Diamondhead, MS 39525	CONTRACT FOR: Construction	OWNER: <input type="checkbox"/>
	CONTRACT DATED:	ARCHITECT: <input type="checkbox"/>
		CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(Insert name and address of Surety)
Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306

on bond of
(Insert name and address of Contractor)

L J Construction Inc.
11226 Dobson Rd
Gulfport, MS 39503

, SURETY,

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

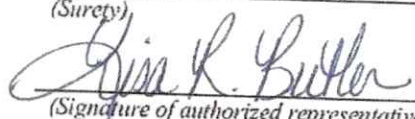
, CONTRACTOR,

as set forth in said Surety's bond.

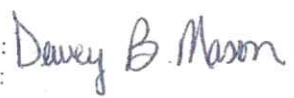
, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **December 6th, 2024**
(Insert in writing the month followed by the numeric date and year.)

Merchants National Bonding, Inc.
(Surety)


(Signature of authorized representative)

Lisa R. Butler, Attorney-in-Fact
(Printed name and title)

Attest: 
(Seal):

MERCHANTS BONDING COMPANY, INC. POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Charlotte Ramsey; Chris Boone; David R Fortenberry; Debbie Dunaway; Dewey B Mason; James Eley Brashier; Jennifer Roberts; Julie C Livingston; Kathleen Scarborough; Kimberly B Barhum; Lessie Ryan Anderson; Lisa R Butler; Mary J Norval; Patrick Thomas Mason; Sharon L Tuten; Susan Skrmetta; Troy P Wagener

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission 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 fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



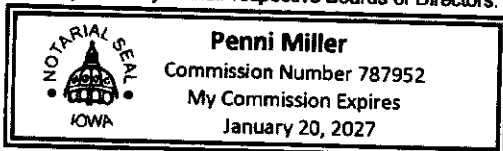
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

Penni Miller
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of December, 2024.



William Warner Jr.
Secretary

Contractor's Application for Payment

Owner: City of Diamondhead **Owner's Project No.:** _____
Engineer: Covington Civil & Environmental LLC **Engineer's Project No.:** 16175 FP WA 4
Contractor: LJ Construction Inc. **Contractor's Project No.:** _____
Project: Kalae Street Drainage Project
Contract: _____

Application No.: 5 FINAL **Application Date:** 2/27/2025
Application Period: From 1/31/2025 to 2/27/2025

1. Original Contract Price	\$	271,124.25
2. Net change by Change Orders	\$	(7,779.79)
3. Current Contract Price (Line 1 + Line 2)	\$	263,344.46
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	263,344.46
5. Retainage		
a. <u>0.00%</u> X \$ <u>263,344.46</u> Work Completed	\$	-
b. _____ X \$ _____ Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	263,344.46
7. Less previous payments (Line 6 from prior application)	\$	256,760.85
8. Amount due this application	\$	6,583.61
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: LJ Construction Inc
Signature: *Tonia J Smith* **Date:** 2/27/25

Recommended by Engineer **Approved by Owner**
By: *Sarah McLellan, P.E.* **By:** _____
Title: Project Engineer **Title:** _____
Date: 2/28/2025 **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: Covington Civil & Environmental LLC
 Contractor: LJ Construction Inc.
 Project: Kalae Street Drainage Project
 Contract: _____

Owner's Project No.: _____
 Engineer's Project No.: 16175 FP WA 4
 Contractor's Project No.: _____

Application No.: 5 Final Application Period: From 01/31/25 to 02/27/25 Application Date: 02/27/25

A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Work Completed - Current Pay App		H Work Completed to Date		K Materials Currently Stored (not in G) (\$)	L Work Completed and Materials Stored to Date (E X I) (\$)	M % of Value of Item (L / F) (%)	N 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) (\$)				
Original Contract													
01505-1	Mobilization	1	LS	\$ 26,990.00	26,990.00		-	1.00	26,990.00		26,990.00	100%	-
02050-1	Removal of Asphalt Pavement, All Depths	130	SY	\$ 8.00	1,040.00		-	130.00	1,040.00		1,040.00	100%	-
02050-2	Removal of Concrete Pavement, All Depths	120	SY	\$ 9.00	1,080.00		-	120.00	1,080.00		1,080.00	100%	-
02050-3	Sawcut Asphalt, All Depths	278	LF	\$ 7.00	1,946.00		-	278.00	1,946.00		1,946.00	100%	-
02050-4	Sawcut Concrete, All Depths	130	LF	\$ 8.00	1,040.00		-	130.00	1,040.00		1,040.00	100%	-
02050-5	Removal of Pipe, All Sizes	239	LF	\$ 10.50	2,509.50		-	239.00	2,509.50		2,509.50	100%	-
02050-6	Removal of Gravel Pavement, All Depths	94	SY	\$ 8.00	752.00		-	94.00	752.00		752.00	100%	-
02111-1	Clearing and Grubbing	1	LS	\$ 7,500.00	7,500.00		-	1.00	7,500.00		7,500.00	100%	-
02226-1	Excess Excavation, LVM	342	CY	\$ 12.00	4,104.00		-	342.00	4,104.00		4,104.00	100%	-
02226-2	Borrow Excavation, LVM	421	CY	\$ 17.00	7,157.00		-	421.00	7,157.00		7,157.00	100%	-
02226-3	Ditch Excavation	1,620	LF	\$ 12.00	19,440.00		-	1,620.00	19,440.00		19,440.00	100%	-
2234-1	Size 610 Crushed Stone Base	50	CY	\$ 125.00	6,250.00		-	50.00	6,250.00		6,250.00	100%	-
02295-1	Silt Fence	-	LF	\$ 4.50	-		-	-	-		-	0%	-
02295-2	Wattles	-	LF	\$ 4.50	-		-	-	-		-	0%	-
02512-1	1.5" 9.50-mm, MT, Asphalt Pavement	130	SY	\$ 39.27	5,105.10		-	130.00	5,105.10		5,105.10	100%	-
02512-2	1.5" 12.50-mm, MT, Asphalt Pavement	130	SY	\$ 39.27	5,105.10		-	130.00	5,105.10		5,105.10	100%	-
02512-3	Cold Milling of Bituminous Pavement, All Depths	-	SY	\$ 20.00	-		-	-	-		-	0%	-
02522-1	4" Concrete Driveway with Headwall	120	SY	\$ 246.25	29,550.00		-	120.00	29,550.00		29,550.00	100%	-
02580-1	Traffic Markings	98	LF	\$ 10.00	980.00		-	98.00	980.00		980.00	100%	-
02585-1	Traffic Signage	-	EA	\$ 450.00	-		-	-	-		-	0%	-
02721-1	Reinforced Cast-in-Place Concrete Structures	16.4	CY	\$ 1,650.00	27,060.00		-	16.40	27,060.00		27,060.00	100%	-
02721-2	Castings/Gratings	669	LBS	\$ 4.00	2,676.00		-	669.00	2,676.00		2,676.00	100%	-
02722-1	24" Reinforced Concrete Pipe, Class III	101	LF	\$ 84.00	8,484.00		-	101.00	8,484.00		8,484.00	100%	-
02722-2	29" x 18" Reinforced Concrete Arch Pipe, Class III	111	LF	\$ 106.20	11,788.20		-	111.00	11,788.20		11,788.20	100%	-
02722-3	Reinforced Concrete Flared End Section	4	EA	\$ 1,603.00	6,412.00		-	4.00	6,412.00		6,412.00	100%	-
02723-1	24" Corrugated High Density Polyethylene Pipe	120	LF	\$ 65.60	7,872.00		-	120.00	7,872.00		7,872.00	100%	-
02752-1	Loose Riprap, on Geotextile Fabric	122	SY	\$ 100.00	12,200.00		-	122.00	12,200.00		12,200.00	100%	-
02931-1	Hydroseeding	1,980	SY	\$ 2.00	3,960.00		-	1,980.00	3,960.00		3,960.00	100%	-
02935-1	Maintenance of Traffic	1	LS	\$ 7,500.00	7,500.00		-	1.00	7,500.00		7,500.00	100%	-
M1	Remove and Reinstall Mailboxes	-	EA	\$ 300.00	-		-	-	-		-	0%	-
M2	Water Main Relocation	2	EA	\$ 6,150.00	12,300.00		-	2.00	12,300.00		12,300.00	100%	-
M3	Fire Hydrant Adjustment	2	EA	\$ 1,500.00	3,000.00		-	2.00	3,000.00		3,000.00	100%	-
CO1	36" x 23" Reinforced Concrete Pipe Class III	232	LF	\$ 147.58	34,238.56		-	232.00	34,238.56		34,238.56	100%	-
CO2	36" x 23" Reinforced Concrete Flair End	1	EA	\$ 2,050.00	2,050.00		-	1.00	2,050.00		2,050.00	100%	-
CO3	Remobilization	1	LS	\$ 2,500.00	2,500.00		-	1.00	2,500.00		2,500.00	100%	-
CO4	18" Corrugated High Density Polyethylene Pipe	5	LF	\$ 151.00	755.00		-	5.00	755.00		755.00	100%	-
Original Contract Totals and Change Orders 1 & 2 (Summary)					\$ 263,344.46		\$		\$ 263,344.46		\$ 263,344.46	100%	\$
Original Contract and Change Orders 1 & 2 (Summary)													
Project Totals					\$ 263,344.46		\$		\$ 263,344.46		\$ 263,344.46	100%	\$