CHANGE ORDER

OWNER:

2 (Summary) CHANGE ORDER NO.

DATE: February 27, 2025

City of Diamondhead 5000 Diamondhead Circle

Diamondhead, MS 39525

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:

D AS SHOWN DELOW									
Owner, Engineer, and Co	ontractor)								
		\$271,124.25							
red Change Orders:		\$25,578.56							
Net Change by previously authorized Change Orders: The Contract Sum prior to this Change Order was:									
The Contract Sum will now Change:									
		\$263,344.46							
		11/25/2024							
zed Change Orders:		60							
on prior to this Change Oro	der:	1/24/2025							
		-9							
		1/15/2025							
	who have the same to the same								
	By:								
	Date:								
	wed Change Orders: ange Order was: ge: this Change Order will be: zed Change Order will be: zed Change Orders: on prior to this Change Order nge by days: npletion will be:	Owner, Engineer, and Contractor) zed Change Orders: ange Order was: ge: this Change Order will be: zed Change Orders: on prior to this Change Order: nge by days: npletion will be: NGINEER: OWNER: by:							

KALAE STREET DRAINAGE IMPROVEMENTS CITY OF DIAMONDHEAD

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

				ORIGINAL CONTRACT			AMENDED QUANTITIES		CONTRACT REVISIONS				
PAY ITEM	UNIT	UNI	T PRICE	CONTRACT QUANTITY	Đ	CTENSION	INCREASE	DECREASE	NEW QUANTITY	EX	NEW TENSION		NEW TOTALS
Removal of Asphalt Pavement, All Depths	5Y	\$	8.00	190	\$	1,520.00		(60)	130	\$	1,040.00	\$	(480,00)
Sawcut Asphalt, All Depths	LF	5	7.00	310	\$	2,170.00		(32)	278	\$	1,946.00	\$	(224.00)
	LF	\$	8.00	150	\$	1,200.00		(20)	130	\$	1,040.00	\$	(160.00)
Removal of Pipe, All Sizes	LF	\$	10.50	265	\$	2,782.50		(26)	239	\$	2,509.50	\$	(273.00
Removal of Gravel Pavement, All Depths	SY	\$	8.00	105	\$	840.00		(11)	94	\$	752.00	\$	(88.00
	СҮ	\$	12.00	500	\$	6,000.00	<u> </u>	(158)	342	\$	4,104.00	\$	(1,896.00
	CY	\$	17.00	535	\$	9,095.00	<u> </u>	(114)	421	\$	7,157.00	\$	(1,938.00
	СҮ	5	125.00	60	\$	7,500.00		(10)	50	\$	6,250.00	\$	(1,250.00
	LF	\$	4.50	420	\$	1,890.00		(420)	0	\$		\$	(1,890.00
	SY	\$	39.27	315	\$	12,370.05	Ĭ	(185)	130	\$	5,105.10	\$	(7,264.9
	SY	\$	39.27	190	\$	7,461.30		(60)	130	\$	5,105.10	\$	(2,356.2
	SY	\$	20.00	130	\$	2,600.00		(130)	0	\$	<u>.</u>	\$	(2,600.0
	ĹF	\$	10.00	380	\$	3,800.00		(282)	98	\$	980.00	\$	(2,820.0
	EA	\$	450.00	4	\$	1,800.00		(4)	0	\$	-	\$	(1,800.0
	СУ	\$	1,650.00	20	\$	33,000.00		(3.60)	16	\$	27,060.00	\$	(5,940.0
	LBS	\$	4.00	700	\$	2,800.00		(31)	669	\$	2,676.00	5	(124.0
	LF	5	84.00	112	\$	9,408.00		(11)	101	\$	8,484.00	\$	(924.0
	LF	\$	106.2	120	\$	12,744.00	,	(9)	111	\$	11,788.20	5	(955.8
	Lf	\$	65.6	144	\$	9,446.40		(24)	120	\$	7,872.00	\$	(1,574.4
	SY	\$	100.0	0 125	\$	12,500.00		(3)	122	\$	12,200.00	\$	(300.0
Fire Hydrant Adjustment	EA	\$	1,500.0	0 1	\$	1,500.0	0 1	L	3	\$	3,000.00	\$	1,500.0
	Removal of Asphalt Pavement, All Depths Sawcut Asphalt, All Depths Removal of Pipe, All Sizes Removal of Gravel Pavement, All Depths Excess Excavation, LVM Borrow Excavation, LVM Size 610 Crushed Stone Base Wattles 1.5" 9.50-mm, MT, Asphalt Pavement 1.5" 12.50-mm, MT, Asphalt Pavement Cold Milling of Bituminous Pavement, All Depths Traffic Markings Traffic Signage Reinforced Cast-in-Place Concrete Structures Castings/Gratings 24" Reinforced Concrete Pipe, Class III 29"x18" Reinforced Concrete Arch Pipe, Class III 124" Corrugated High Density Polyethylene Pipe Loose Riprap on Geotextile Fabric	Removal of Asphalt Pavement, All Depths Sawcut Asphalt, All Depths LF Sawcut Concrete, All Depths Removal of Pipe, All Sizes LF Removal of Gravel Pavement, All Depths Excess Excavation, LVM CY Borrow Excavation, LVM CY Size 610 Crushed Stone Base CY Wattles LF 1.5" 9.50-tmm, MT, Asphalt Pavement SY Cold Milling of Bituminous Pavement, All Depths Traffic Markings Traffic Signage Reinforced Cast-in-Place Concrete Structures CY Castings/Gratings LBS 1.24" Reinforced Concrete Pipe, Class III LF 1.24" Corrugated High Density Polyethylene Pipe L Loose Riprap on Geotextile Fabric SY	Removal of Asphalt Pavement, All Depths Sawcut Asphalt, All Depths LF Sawcut Concrete, All Depths Removal of Pipe, All Sizes Removal of Gravel Pavement, All Depths Excess Excavation, LVM CY Size 610 Crushed Stone Base CY Size 610 Crushed Stone Base LF SY Wattles LF SY SY ST Cold Milling of Bituminous Pavement COID Milling of Bituminous Pavement, All Depths Traffic Signage Reinforced Cast-in-Place Concrete Structures CY COSTINGS/Gratings LF COSTINGS/Gratings LS COSTINGS/Grat	Removal of Asphalt Pavement, All Depths SY S 8.00	PAY ITEM	PAY ITEM	PAY ITEM	PAY ITEM	Note	PAY ITEM	PAY ITEM	Name	PAY ITEM UNIT PAIC CONTRACT CONTRACT

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

KALAE STREET DRAINAGE IMPROVEMENTS CITY OF DIAMONDHEAD

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

						ORIGINAL CONTRACT			ENDED NTITIES				
PAY ITEM NO.	PAY ITEM	UNIT	UNI	T PRICE	CONTRACT QUANTITY		EXTENSION	INCREASE	DECREASE	NEW QUANTITY	NEW EXTENSION		NEW TOTALS
02050-1	Removal of Asphalt Pavement, All Depths	5Y	\$	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	СУ	\$ 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	ŞY	\$	100.00	125	\$	12,500.00		(3)	122	\$ 12,200.00	\$	(300.00)
М3	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

Sout Myellan

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: ☐ 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 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 263,344.46 Work Completed - 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: L J Construction Inc Signature: Date: Recommended by Engineer Approved by Owner Sarah McLellan. By: 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** City of Diamondhead Owner: **Currer's Project No.:** Engineer: Covington Civil & Environmental LLC Engineer's Project No.: 16175 FP WA 4 Contractor LI Construction Inc. Contractor's Project No.: Project: Kaiae Street Drainage Project Contract: **Application Period:** 01/31/25 From 02/27/25 **Application Date:** 02/27/25 o l 4.10 Mort Commenced Convent Pay App Carried Charles Colored Week (CXE) 0+10 K0(6) 偽 (\$) (9) AND THE PARTY OF T Cristical Contract 01505-1 Mobilization łs 26,990.00 26,990.00 1.00 26,990.00 26,990.00 100% 02050-1 Removal of Asphet Pavement, All Depths 130 **5**Y 8.00 1 040 06 130.00 1,046.00 1,040.00 1001 02050-2 Removal of Concrete Pevernent, All Depths 120 SY 9.00 1,080.00 120.00 1,000.00 1.080.00 100% 02050-3 Sawcut Asphait, All Depths 276 ĹF 7.00 1.946.00 278.00 1.946.00 1.946.00 100% 02050-4 | Sewout Concrete, All Depths 130 ij. 8.00 1.040.00 130.00 1,040.00 1.040.00 LOOK 02050-5 Removel of Pipe, All Sizes 249 LE 10.50 2,509.50 239.00 2,509.50 2,509.50 100X 02050-6 Removel of Gravel Pevernent, All Depths 94 SY 8.00 752.00 94.00 752.00 752.00 100% 02111-1 Clearing and Grubbing 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 421 CY 17.00 7,157.00 421.00 7,157.00 7,157.00 1001 02226-3 Dittch Excavation 1.626 1F 12.00 19,440.00 1,620.00 15,440.00 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 Set Fence UF 4.50 ĐΧ 02295.3 Watthe 4E 4.50 0% 02512-1 1.5" 9.50-mm, MT, Asphalt Perement 130 5Y 39.27 5.105.10 130.00 5,105.10 5.105.10 100% 130 SY 39.27 5.105.10 02512-2 1.5" 12.50-mm, NT, Asphalt Pavement 130.00 5,105.10 5,105,10 100% SY 20.00 02512-3 Cold Milling of Bituminous Pavement, All Depths 0% 120 SY 246.25 29,550.00 02522-1 4" Concrete Driveway with Headwall 120,00 29.550.00 29,550,00 100% 98 LF 02580-1 Traffic Markings 10.00 980.00 98.00 980.00 900.00 100% 02585-1 Traffic Signage EA \$ 450.00 02721-1 Reinforced Cest-in-Place Concrete Structures 15.4 CY 1,650.00 27,060.00 16.40 27,060.00 27,060,00 100% 02721-2 Costings/Gratings 663 LBS 4.00 2,676.00 669.00 2,676,00 2,675.00 100% 02722-1 24" Reinforced Concrete Pipe, Class III 101 UF 84.00 8,484,00 101.00 8.484.00 6,484.00 1009 02722-2 29" x 32" Reinforced Concrete Arch Pipe, Class III 111 LF 106.20 11,788.20 111.00 11,788.20 11,783,20 02722-3 Reinforced Concrete Flared End Section EA 1.603.00 6,412.00 4.00 6,412,00 6,412.00 02723-1 24" Corrugated High Density Polyethylene Pipe 120 LF 65.60 7,877,00 120.00 7,872:00 7.872.00 02752-1 Loose Riprep, on Geotextile Febric 122 SY 100.00 12,200,00 122.00 12,200.00 12,200.00 100% 02931-1 Hydroseeding 1,980 \$Y 2.00 3,960.00 1,980,00 3.960.00 3,960.00 1007 02935-1 Maintenance of Treffic 15 7.500.00 7,500.00 1.00 7,500.00 7,500.00 100% M1 Remove and Reinstall Mailboxes EA 300.00 - -Ow 442 Water Main Relocation EΑ 6,150.00 12,300.00 2.00 12,300,00 12,300.00 100% M3 Fire Hydrant Adjustment EA 1,500.00 3,000.00 2.00 3,600,00 3,000,00 100% COS 36" s 23" Reinforced Concrete Pipe Class III 232 LF 147 58 34,238.56 34,238,56 232.00 34,238,56 1009 36" x 28" Reinforced Concrete Flair End EA 2,050.00 2.050.00 1.00 2,050.00 2,050,00 100% CO3 Remobilization LS 2,500.00 2,500.00 1.00 2,500,00 2,500.00 100% 004 18" Corrugated High Density Polyethylene Pipe LF 151.00 755.00 5.00 755.00 755.00 100% Original Contract Totals and Change Orders 1 & 2 (Summery) 5 263,344.46 263,344,46 Project Totals | \$ 253,344.46 | \$ - | \$ 163,344.46 | \$ 1

263,344,46



MAIA Document G706™ – 1994



Contractor's Affidavit of Payment of Debts and Claims

PROJE	CT: (Name and address)	ARCHITECT'S PROJEC	CT NUMBER:	OWNER
1ca	lae Street	от на		OWNER:
DAL	whage Project	CONTRACT FOR: Gene	eral Construction	ARCHITECT:
TO OW	NER: (Name and address)	CONTRACT DATED:		SURETY:
C	ty of Diamondu	bad .	7/31/24	OTHER:
9	2000 Diamondhe	ad Curcle		OTHER.
	Diarrand head, h	15.39525		
STATE	OF: MS			
COUNT	YOF: Harrison			
	JUM L(201			
The un	dersigned hereby certifies that,	excent as listed below	payment has been made in 6	SH 1 H 1 H 1 H 1
OTTEN AL	so occir satisfied for all materia	us and edilinment furnic	hed for all work labor and	nomina C
CHI KIND	an independences and ciains ag	ainst the Contractor for	damagec gricing in any man	most is a constant in the state of
periorn	iance of the Contract reference	d above for which the (Owner or Owner's property	might in any way he held
respons	ible or encumbered.		must be owner a property	ingit ii any way be neid
EXCEPT	TONS:			
CLIDDO	PTIME DOCUMENTS ASSESSED.	G1100 1-0-1		
1.	RTING DOCUMENTS ATTA	CHED HERETO:	CONTRACTOR: (Name a	and address)
	Consent of Surety to Final Pa Surety is involved, Consent of	yment. Whenever	L) Constru	rtion the
	required. AIA Document G7	07 Concent of	112260 Dolo	ction the
	Surety, may be used for this p	urnose		
Indicate	Attachment Y		GMATION	t, ms. 39503
		cs 🖂 140		
			BY:	Janus
The foll	owing supporting documents sl	nould be attached	(Signature of auth	porized representative)
hereto i	frequired by the Owner:			o · 1
	_		LOUIS J	. Smith tresident
1.	Contractor's Release or Waiv	er of Liens,	(Printed name and	d title)
	conditional upon receipt of fir	al payment.		***
2.	Samarata Balanca W.:	CT: C	LEFT SENT OF THE	-1 1
4.	Separate Releases or Waivers	of Liens from	Subscribed and sworn to	before me on this date: 03/30/35
	Subcontractors and material a suppliers, to the extent require	na equipment		
	accompanied by a list thereof.	d by the Owner,		
	decompanied by a list dicteor.		Notes D. L.C. Office	of Sme
3.	Contractor's Affidavit of Rele	ase of Liens (AIA	Notary Public:	let o
	Document G706A).	use of Bielis (AIA	My Commission Expires:	
				03/38/37
		*****	F MISCO	1 10 1
			ARY PUD.	
		× 7. 70	0,00	
			# 84389	
		CHAS	SITY SMITH	
		Comm	ission Expires	
		· P. Fe	b. 28, 2027	
		·?A;	in in it.	
		****	ONCO	



Contractor's Affidavit of Release of Liens

PROJECT: (Name and address) Kalge Street Draininge Project TO OWNER: (Name and address) City of Diamond read Diamond read Diamond read	Circle	OWNER: ARCHITECT: CONTRACTOR: SURETY: OTHER:
STATE OF: MS COUNTY OF: Harrison		
	to the best of the undersigned's knowledge, informat	ion and helief excent 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.

BY:

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- 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)

(Signature of authorized

representative)

(Printed name and title)

(Printed name and title)

Subscribed and sworn to before me on this date: 03/30/35

Notary Public:

My Commission Expires:

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: E CONTRACT DATE:	# Intire Project
PROJECT: Kalae Street Drainage		
State of: M5 County of: Harrisor	~	
The undersigned, pursuant to Article 14 of the General Conditions, here he has paid in full or has otherwise satisfied all obligations for all material labor, and services performed, and for all known indebtedness and clarising in any manner in connection with the performance of the Contract or his property might be held responsible.	als and equipment furnished, for all waters against the Contractor for dam	nages
CONTRACTOR: LJ Construction Fre	_	
(Address) 11226 Dobson Rd	3	
Gulfport Ms. 3950	-1.	2025
Subscribed and sworn to before me this Notary Public CHASITY SMITH Commission Expires Feb. 28, 2027 My Commission Expires:	02/28/27	2023.



CONTRACTOR'S WARRANTY

To Owner: City of Diamondhead

Project Name: Kalae Street Drainage Project

The contractor signatory below, LJ 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.

AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE

Clos BOATE: 02/20/20

Subscribed and sworn to before me on this date: 02/30/35

BY: Charity Ernet

OF MISS

ARY PUS

ID # 84389

CHASITY SMITH

Commission Expires
Feb. 28, 2027



Consent Of Surety to Final Payment

PROJECT: (Name and address)	APCHITECTIS DEC 1507 NUMBER	Bond # 100433050
Kalae Drainage Project	ARCHITECT'S PROJECT NUMBER:	OWNER:
	CONTRACT FOR: Construction	ARCHITECT:
TO OWNER: (Name and address) City of Diamondhead	CONTRACT DATED:	CONTRACTOR:
5000 Diamondhead Circle		SURETY:
Diamondhead, MS 39525		OTHER:
In accordance with the provisions of (Insert name and address of Surety) Merchants National Bonding, I P.O. Box 14498 Des Moines, IA 50306	f the Contract between the Owner and the Contractor as indicated above, Inc.	the
on bond of (Insert name and address of Contract L J Construction Inc. 11226 Dobson Rd Gulfport, MS 39503	tor)	, SURETY,
hereby approves of the final payment of any of its obligations to (Insert name and address of Owner)	to the Contractor, and agrees that final payment to the Contractor shall n	, CONTRACTOR, not relieve the Surety
City of Diamondhead 5000 Diamondhead Circle Diamondhead, MS 39525		
as set forth in said Surety's bond.		, OWNER,
N WITNESS WHEREOF, the Surety Insert in writing the month followed to	has hereunto set its hand on this date: December 6th, 2024 by the numeric date and year.)	
utest Davis & Manne	Merchants National Bonding, Inc. (Surety), (Signature of authorized representation)	,
utest: Dewey B. Mason	Lisa R. Butler, Attorney-in-Fact (Printed name and title)	
- 5	(Frinted name and title)	



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

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 surely(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

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

"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 aut hority 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

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 . 2024



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

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 swom 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.

Ву



Penni Miller

Commission Number 787952 My Commission Expires January 20, 2027

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

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

ING CO

William Marner Is.

POA 0018 (1/24)

STATE OF IOWA

	olication for P						
Owner:	City of Diar	and the same of th		Owner's	Project No.:		
Engineer:	Covington (Civil & Environr	nental LLC		r's Project No.:		16475 50
Contractor:	☐ Construc	tion Inc.			tor's Project No.:		16175 FP WA 4
Project:	Kalae Stree	t Drainage Proj	ect		tor s Project No.:		
Contract:							
Application No		5 FINAL	Appli	cation Date:	2/27/2025		
Application Pe	eriod: F	rom	1/31/2025	to	2/27/2025		
1. Oria	ginal Contract	Price			2/21/2023		
	change by Ch					\$	271,124.25
		Price (Line 1 +	lin - 21			\$	(7,779.79
						\$	263,344.46
/Sur	m of Column C	Luma Suma T	rials stored to date				
5. Reta	nior column e	Lump Sum 10	tal and Column J Un	it Price Total)		\$	263,344.46
	0.0004	v ć 2	~~ ~				
-		X \$ 20	63,344.46 Work Co			\$	-
b.		X \$	Stored M	aterials		\$	
6 Amo	unt oligible to	age (Line 5.a +	Line 5.b)			\$	45
7. Less	nrevious pave	date (Line 4 -	Line 5.c)	v.		\$	263,344.46
8. Amo	ount due this a	nells (Line 6 fi	rom prior application	1)		\$	256,760.85
		ppiication				4	
9. Bala	nce to finish i	ncluding rotain	1270 (1:n-2 1: 4)			\$	6,583.61
Contracto The unders	er's Certification	on or certifies, to th	nage (Line 3 - Line 4)	e, the following:	· · · · · · · · · · · · · · · · · · ·	\$ \$ \$ \$ \$ \$	-
Contracto The unders (1) All previ to discharg (2) Title to a Payment, w covered by	or's Certification signed Contractions progress p se Contractor's I all Work, mater vill pass to Own a bond accepta	on or certifies, to the ayments receive egitimate obligatials and equipment er at time of payable to Owner in		ount of Work done ection with the Wo id Work, or otherw f all liens, security linst any such liens	ork covered by prio vise listed in or cov- interests, and encu	t have t r Applic ered by imbranc	een applied on accour ations for Payment; this Application for ces (except such as are
Contracto The unders (1) All previous discharg (2) Title to a Payment, we covered by (3) All the V	or's Certification signed Contractions progress p se Contractor's I all Work, mater vill pass to Own a bond accepta	on or certifies, to the ayments receive egitimate obliga- rials and equipmer er at time of payable to Owner in y this Application	ne best of its knowledged from Owner on accordions incurred in connections incorporated in sayment free and clear of demnifying Owner aga	ount of Work done ection with the Wo id Work, or otherw f all liens, security linst any such liens	ork covered by prio vise listed in or cov- interests, and encu	t have t r Applic ered by imbranc	peen applied on accour ations for Payment; this Application for ces (except such as are
Contracto The unders (1) All previous to discharg (2) Title to a payment, we covered by (3) All the Victoria Contractor: Signature:	or's Certification signed Contraction ious progress per Contractor's least Work, mater vill pass to Own a bond accepta Nork covered be	on or certifies, to the ayments receive egitimate obliga- rials and equipmer er at time of payable to Owner in y this Application	ne best of its knowledged from Owner on accordions incurred in connections incorporated in sayment free and clear of demnifying Owner aga	ount of Work done ection with the Wo id Work, or otherw f all liens, security linst any such liens	ork covered by prio vise listed in or cov- interests, and encu	t have to a positive the transfer of the transfer of the transfer or encurs and is	neen applied on accou ations for Payment; this Application for ces (except such as are
Contracto The unders (1) All previous to discharge (2) Title to a Payment, we covered by (3) All the Vector Contractor: Signature:	or's Certification signed Contraction ious progress p e Contractor's I all Work, mater vill pass to Own a bond accepta Nork covered by	on or certifies, to the ayments receive egitimate obligatials and equipmer at time of payable to Owner into y this Application on Inc	ne best of its knowledged from Owner on according incurred in connections incurred in sayment free and clear of demnifying Owner again for Payment is in according to the control of the c	ount of Work done ection with the Wo id Work, or otherw f all liens, security linst any such liens	ork covered by priorized in or covinterests, and encuries, security interest, Contract Document	t have to a positive the transfer of the transfer of the transfer or encurs and is	neen applied on accou ations for Payment; this Application for ces (except such as are
Contracto The unders (1) All previous to discharg (2) Title to a Payment, we covered by (3) All the V Contractor: Signature:	or's Certification signed Contractor ious progress p ee Contractor's I all Work, mater vill pass to Own a bond accepta Nork covered by LJ Construction by Engineer arak Mice	on or certifies, to the ayments receive egitimate obligatials and equipmer at time of payable to Owner into y this Application on Inc	ne best of its knowledged from Owner on according incurred in connections incurred in sayment free and clear of demnifying Owner again for Payment is in according to the control of the c	eunt of Work done ection with the Work, or otherwid Work, or otherwid all liens, security ainst any such liens ordance with the O	ork covered by priorized in or covinterests, and encuries, security interest, Contract Document	t have to a positive the transfer of the transfer of the transfer or encurs and is	neen applied on accou ations for Payment; this Application for ces (except such as are
Contracto The unders (1) All previous to discharg (2) Title to a Payment, we covered by (3) All the V Contractor: Signature: Recommended By: Pro	by Engineer	on or certifies, to the ayments receive egitimate obligatials and equipmer at time of payable to Owner into y this Application on Inc	ne best of its knowledged from Owner on according incurred in connections incurred in sayment free and clear of demnifying Owner again for Payment is in according to the control of the c	eunt of Work done ection with the Work, or otherwise fall liens, security inst any such liens ordance with the Control of the Work and the W	ork covered by priorized in or covinterests, and encuries, security interest, Contract Document	t have to a positive the transfer of the transfer of the transfer or encurs and is	neen applied on accou ations for Payment; this Application for ces (except such as ar
Contracto The unders (1) All previous to discharg (2) Title to a Payment, we covered by (3) All the V Contractor: Signature: Recommended By: Pro	or's Certification signed Contractor ious progress p ee Contractor's I all Work, mater vill pass to Own a bond accepta Nork covered by LJ Construction by Engineer arak Mice	on or certifies, to the ayments receive egitimate obligatials and equipmer at time of payable to Owner into y this Application on Inc	ne best of its knowledged from Owner on according incurred in connections incurred in sayment free and clear of demnifying Owner again for Payment is in according to the control of the c	eunt of Work done ection with the Wo id Work, or otherw f all liens, security inst any such liens ordance with the O Approved by Ov By:	ork covered by priorized in or covinterests, and encuries, security interest, Contract Document	t have to a positive the transfer of the transfer of the transfer or encurs and is	neen applied on accou ations for Payment; this Application for ces (except such as are
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Contracto The unders (1) All previous to discharge (2) Title to a Payment, we covered by (3) All the V Contractor: Signature: Recommended By: Title: Proposition	by Sertification in the series of the series	on or certifies, to the ayments receive egitimate obligatials and equipmer at time of payable to Owner into this Application on Inc	ne best of its knowledged from Owner on according incurred in connections incurred in sayment free and clear of demnifying Owner again for Payment is in according to the control of the c	Approved by Ov By: Title:	ork covered by priorized in or covinterests, and encuries, security interest, Contract Document	t have to a positive the transfer of the transfer of the transfer or encurs and is	neen applied on accou ations for Payment; this Application for ces (except such as are
Contracto The unders (1) All previous to discharge (2) Title to a Payment, we covered by (3) All the V Contractor: Signature: Recommended By: Title: Propose: Date: 2/26 Approved by Funday:	by Sertification in the series of the series	on or certifies, to the ayments receive egitimate obligatials and equipmer at time of payable to Owner into this Application on Inc	ne best of its knowledged from Owner on according incurred in connections incurred in sayment free and clear of demnifying Owner again for Payment is in according to the control of the c	Approved by Ov By: Title:	ork covered by priorized in or covinterests, and encuries, security interest, Contract Document	t have to a positive the transfer of the transfer of the transfer or encurs and is	neen applied on accou ations for Payment; this Application for ces (except such as ar
Contracto The unders (1) All previous to discharg (2) Title to a Payment, we covered by (3) All the V Contractor: Signature: Recommended By: Pro	by Sertification in the series of the series	on or certifies, to the ayments receive egitimate obligatials and equipmer at time of payable to Owner into this Application on Inc	ne best of its knowledged from Owner on according incurred in connections incurred in sayment free and clear of demnifying Owner again for Payment is in according to the control of the c	Approved by Ov By: Title: Date:	ork covered by priorized in or covinterests, and encuries, security interest, Contract Document	t have to a positive the transfer of the transfer of the transfer or encurs and is	neen applied on accou ations for Payment; this Application for ces (except such as are

Owner:	City of Diamondhead										***************************************	Contractor's A	pplicati	on for Payme
Engineer:	Covington Civil & Environmental	LLC										Owner's Project N	0.:	
Contracto	r: U Construction Inc.							-			-	Engineer's Project		16175 FP W
Project:	Kalae Street Drainage Project										4	Contractor's Project		
Contract:											-			
Application	n No.: 5 Final	Application Review									-			
		Application Period:	From	01/31/25	to	02/27/25	_					Analla		
A	В		C	D	E	F	G	I H					ation Date	02/27/25
				Contra	ct Information		Work Completed	- Current Pay App	Work Con	npleted to Date	K		M	N
WHEN THE				Constitution of				-		pieceu to Date				
				1000		7	Estimated Quantity	Value of Work	Estimated	Value of Work	A STATE OF THE REAL PROPERTY.	Work Completed	% of	
Bid Item						Value of Bid Item	Incorporated in the	Completed -	Quantity	Completed to Date	Materials Currently	and Materials Stored to Date	Value of	Charles - Carl M.
No.	Description		Item Quantity	Units	Unit Price	(C X E)		Current Pay App (E	Incorporated in		Stored (not in G)	(J + K)	Item	Balance to Fini
	Description		item quantity	Units	(\$)	(\$)	App	X G) (\$)	the Work	(\$)	(\$)	(\$)	(L/F)	-1)
01505-1	Mobilization		1	LS	Te 25,000.60		nal Contract				The state of the s	(3)	(%)	(\$)
	A STATE OF THE OWNER OWNER OF THE OWNER O				\$ 26,990.00	26,990.00		-	1.00	26,990.00		26,990.00	1009	
02050-1	Removal of Asphalt Pavement, All Depths		130	171	\$ 8.00	1,040.00		-	130.00	1,040.00				-
02050-2	Removal of Concrete Pavement, All Depths		120		\$ 9.00	1,080.00			120.00			1,040.00	1009	
02050-3	Sawcut Asphalt, All Depths Sawcut Concrete, All Depths		278	LF	\$ 7.00	1,946.00		-	278.00	X,000.00		1,080.00	1009	
02050-5	Removal of Pipe, All Sizes		130	LF	\$ 8.00	1,040.00			130.00	Why Joseph		1,946.00	100%	
02050-6	Removal of Gravel Pavement, All Dopths		239	LF	\$ 10.50	2,509.50			239.00			1,040.00	100%	
02111-1	Clearing and Grubbing		94	SY	\$ 8.00	752.00			94.00	752.00		2,509.50	100%	
02226-1	Excess Excavation, LVM		342	LS	\$ 7,500.00	7,500.00			1.00	7,500.00		752.00 7,500.00	100%	
02226-2	Borrow Excavation, LVM		421	CY	\$ 12.00	4,104.00			342.00	4,104.00		4,104.00	100%	
02226-3	Ditch Excavation		1,620	CY LF	\$ 17.00	7,157.00		4	421.00	7,157.00		7,157.00	100%	
2234-1	Size 610 Crushed Stone Base		50	CY	\$ 12.00	19,440.00			1,620.00	19,440.00		19,440.00	100%	
02295-1	Sift Fence		30	LF	\$ 4.50	6,250.00			50.00	6,250.00		6,250.00	100%	
02295-2	Wattles				7.00	-	•						096	
				LF	\$ 4.50	30								
02512-1	1.5" 9.50-mm, MT, Asphalt Pavement		130	SY	5 39.27	5,105.10			-				0%	
			2001		7 33.27	3,103.10			130.00	5,105.10	1	5,105.10	100%	
02512-2	1.5" 12.50-mm, MT, Asphalt Pavement		130	SY	\$ 39.27	5,105.10			130.00	F 10F 10				
									130.00	5,105.10		5,105.10	100%	
02512-3	Cold Milling of Bituminous Pavement, All Dept	hs	-	5Y	\$ 20.00				-				0%	
02522-1	4" Concrete Driveway with Headwall		120	SY	\$ 246.25	29,550.00							0%	
					7 2.0.00	25,550.00			120.00	29,550.00		29,550.00	100%	
02580-1	Traffic Markings		98	LF	\$ 10.00	980.00	1		98.00	980.00				
02585-1	Traffic Signage			EA	\$ 450.00					300.00		980.00	100%	
02721-1	Reinforced Cast-in-Place Concrete Structures		16.4	CY	\$ 1,650.00	27,060.00			16.40				0%	
02721-2	Castings/Gratings		669	LBS	\$ 4.00	2,676.00			669.00	27,060.00		27,060.00	100%	
02722-1	24" Reinforced Concrete Pipe, Class III		101	LF	\$ 84.00	8,484.00			101.00	2,676.00		2,676.00	100%	
02722-2	29" x 18" Reinforced Concrete Arch Pipe, Class	11)	111	LF	\$ 106.20	11,788.20			111.00	8,484.00 11,788.20		8,484.00	100%	
02723-1	Reinforced Concrete Flared End Section		4		\$ 1,603.00	6,412.00			4.00	6,412.00	-	11,788.20		
02752-1	24" Corrugated High Density Polyethylene Pipe		120	LF	\$ 65.60	7,872.00			120.00	7,872.00		6,412.00		
02931-1	Loose Riprep, on Geotextile Fabric Hydroseeding		122		\$ 100.00	12,200.00			122.00	12,200.00		7,872.00		
02935-1	Maintenance of Traffic		1,980		\$ 2.00	3,960.00			1,980.00	3,960.00		12,200.00	100%	
M1	Remove and Reinstall Mailboxes		1		5 7,500.00	7,500.00			1.00	7,500.00		3,960.00	100%	-
-	Water Main Relocation				\$ 300.00	-			-	7,500,00		7,500.00	100%	
	Fire Hydrant Adjustment		2		\$ 6,150.00	12,300.00			2.00	12,300.00		17 700 00	0%	
	36" x 23" Reinforced Concrete Pipe Class III		-		\$ 1,500.00	3,000.00			2.00	3,000,00		3,000.00	100%	
CO2	36" x 23" Reinforced Concrete Flair End		232		\$ 147.58	34,238.56			232.00	34,238.56		34,238.56	100%	
	Remobilization		1		\$ 2,050.00	2,050.00			1.00	2,050.00		2,050.00	100%	
-	18" Corrugated High Density Polyethylene Pipe	-	1	LS LF	\$ 2,500.00	2,500.00			1.00	2,500.00		2,500.00	100%	
	e ripe		3	LP	\$ 151.00	755.00			5.00	755.00		4,000,00	10076	

Original Contract and Change Orders 1 & 2 (Summary)
Project Totals \$ 263,344.46 \$ \$

263,344.46 \$

\$ 263,344.46

263,344.46 100% \$

\$ 263,344.46 100% \$

Original Contract Totals and Change Orders 1 & 2 (Summary) \$ 263,344.46