

**Contractor's Application for Payment**

Owner:	City of Diamondhead	Owner's Project No.:	2024-006
Engineer:	MP Design Group	Engineer's Project No.:	0275.23.001
Contractor:	LJ Construction Inc.	Contractor's Project No.:	
Project:	Hilo Way Master Drainage Improvements		
Contract:			

Application No.: 3 Application Date: 2/6/2025  
 Application Period: From 2/6/2025 to 2/19/2025

1. Original Contract Price	\$	404,348.25
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	404,348.25
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	404,348.25
5. Retainage		
a. <u>0.00%</u> X \$ <u>404,348.25</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)	\$	404,348.25
7. Less previous payments (Line 6 from prior application)	\$	394,239.54
8. Amount due this application	\$	<b>10,108.71</b>
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: [Signature] Date: 2/20/25

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
By: <u>[Signature]</u>	By: _____
Title: <u>PROJECT MANAGER</u>	Title: _____
Date: <u>2/19/25</u>	Date: _____

<b>Approved by Funding Agency</b>	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____



Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Diamondhead  
 Engineer: MP Design Group  
 Contractor: LJ Construction Inc.  
 Project: Hilo Way Master Drainage Improvements  
 Contract: \_\_\_\_\_

Owner's Project No.: \_\_\_\_\_  
 Engineer's Project No.: 0275.23.001  
 Contractor's Project No.: \_\_\_\_\_

Application No.: 2 Application Period: From 01/01/25 to 02/06/25 Application Date: 02/06/25

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) (\$)									
Change Orders																		
Change Order Totals						\$	-	\$	-	\$	-	\$	-	\$	-	\$		
Original Contract and Change Orders																		
Project Totals						\$	404,348.25	\$	173,838.75	\$	404,348.25	\$	-	\$	404,348.25	100%	\$	-



# AIA Document G706A™ – 1994

## Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Hilo Way master Drainage Project	ARCHITECT'S PROJECT NUMBER: 0275.23.001	OWNER: <input type="checkbox"/>
	CONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> City of Diamondhead 5000 Diamondhead Circle Diamondhead, MS. 39525	CONTRACT DATED: 8/16/24	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

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:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

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

*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: *2/20/25*

Notary Public:

*[Signature]*

My Commission Expires:

*2/28/27*





# AIA Document G706™ – 1994

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

PROJECT: (Name and address) <b>Hilo Way master Drainage Project</b>	ARCHITECT'S PROJECT NUMBER: <b>0275.23.001</b>	OWNER: <input type="checkbox"/>
TO OWNER: (Name and address) <b>City of Diamondhead 5000 Diamondhead Circle Diamondhead, MS. 39525</b>	CONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/>
	CONTRACT DATED: <b>8/16/24</b>	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 Road  
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: **2/20/25**

Notary Public: **[Signature]**  
My Commission Expires:

**2/28/27**





CONTRACTOR'S WARRANTY

To Owner: City of Diamondhead

Project Name: Hilo Way Master Drainage Project

The contractor signatory below, L J Construction Inc ("Contractor") hereby guarantees the City of Diamondhead("Owner") that the construction performed on the Hilo Way Master Drainage project to be free from defects in material and workmanship for a period of one year from the date of substantial completion (01/24/25).

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: 2/20/25

Subscribed and sworn to before me on this date: 2/20/25

BY: *Charity Smith*





**AIA**<sup>®</sup>

# Document G707™ – 1994

## Consent Of Surety to Final Payment

Bond # 100433052

PROJECT: *(Name and address)*

Hilo Master Drainage Improvements

(Drainage Infrastructure Improvements at (4) Different locations)

TO OWNER: *(Name and address)*

City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, MS 39525

ARCHITECT'S PROJECT NUMBER:

CONTRACT DATED:

CONTRACT FOR: Construction

OWNER:

ARCHITECT:

CONTRACTOR:

SURETY:

OTHER:

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 herunto set its hand on this date: February 21st, 2025  
*(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**<sup>TM</sup>  
**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

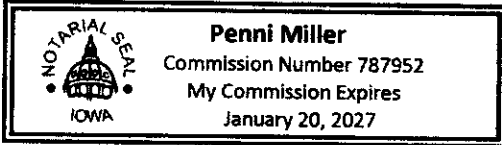
By

*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)

*[Signature]*  
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 21st day of February, 2025.



*William Warner Jr.*  
Secretary