



April 7, 2025

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

Re: **Change Order #7 (Summary)**  
**Kaleki Way Drainage Project**  
**LJ Construction Inc.**

Dear Mr. McCraw:

For consideration by the Council, I have enclosed Change Order #7 (Summary Change Order) for this project. This Change Order serves to remedy the actual project quantities needed to complete the project. As shown, this Change Order serves to **decrease** the total Contract Amount by **\$26,821.47**. Additionally, the Contract Time is reduced by 9 days as the project was substantially complete March 14, 2025, and the original contract ended March 23, 2025.

With that said, I recommend that the Council approve this Change Order #7 (Summary). Should you have any questions, please do not hesitate to contact me at 228-396-0486 or [sarah@ccellc.us](mailto:sarah@ccellc.us).

Sincerely,  
**COVINGTON CIVIL & ENVIRONMENTAL, LLC**

Sarah McLellan, PE  
*Project Engineer*

A handwritten signature in cursive script, appearing to read "Sarah McLellan".

Enclosures: Change Order 7 (Summary) Signed

## CHANGE ORDER

**OWNER:**

City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, MS 39525

**CHANGE ORDER NO. 7 (Summary)****DATE:** April 7, 2025**ENGINEER:** Covington Civil &  
Environmental**CONTRACTOR:**

LJ Construction Inc.  
11226 Dobson Road  
Gulfport, MS 39503

**PROJECT:** Kaleki Way Drainage Project**SUMMARY:**

This change order serves to decrease 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 \$26,821.47.

The project was substantially complete by March 14, 2025 reducing the contract time by 9 days.

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

The original Contract Sum:	\$719,320.31
Net Change by previously authorized Change Orders:	\$437,024.29
The Contract Sum prior to this Change Order was:	\$1,156,344.60
The Contract Sum will now Change:	(\$26,821.47)
The New Contract Sum including this Change Order will be:	\$1,129,523.13
The Original Contract Time:	8/6/2024
Net Change by previously authorized Change Orders:	229
The Date of Substantial Completion prior to this Change Order:	3/23/2025
The Contract Time will now Change by days:	-9
The New Date of Substantial Completion will be:	3/14/2025

**CONTRACTOR:****ENGINEER:****OWNER:**By: [Signature]

By:

[Signature]

By:

Date: 4/7/25Date: 4/7/2025

Date:

**KALEKI WAY DRAINAGE PROJECT  
CITY OF DIAMONDHEAD  
CHANGE ORDER #7 (SUMMARY)  
SUMMARY OF AMENDED QUANTITIES AND TOTALS**

PAY ITEM NO.	PAY ITEM	UNIT	UNIT PRICE	ORIGINAL CONTRACT		AMENDED QUANTITIES		CONTRACT REVISIONS		DELTA
				CONTRACT QUANTITY	EXTENSION	INCREASE	DECREASE	NEW QUANTITY	NEW EXTENSION	
02050-1	Removal of Asphalt Pavement, All Depths	SY	\$ 8.00	4,120	\$ 32,960.00		(184.6)	3,935	\$ 31,483.52	\$ (1,476.48)
02050-2	Removal of Concrete Driveway, All Depths	SY	\$ 8.50	530	\$ 4,508.32	0.001		530	\$ 4,508.32	\$ 0.01
02050-3	Sawcut Asphalt, All Depths	LF	\$ 7.00	1,090	\$ 7,630.00		(310.0)	780	\$ 5,460.00	\$ (2,170.00)
02226-1	Excess Excavation (LVM)	CY	\$ 10.00	600	\$ 6,000.00		(132)	468	\$ 4,680.00	\$ (1,320.00)
02234-1	Size 610 Crushed Stone Base	CY	\$ 100.00	145	\$ 14,500.00		(59)	86.41	\$ 8,641.00	\$ (5,859.00)
02512-1	1.5" 9.50-mm, MT, Asphalt Pavement	SY	\$ 24.00	8,400	\$ 201,600.00		(528)	7,872	\$ 188,928.00	\$ (12,672.00)
02512-2	1.5" 12.50-mm, MT, Asphalt Pavement	SY	\$ 24.00	4,500	\$ 108,000.00		(272)	4,228	\$ 101,472.00	\$ (6,528.00)
02580-1	Traffic Markings	LF	\$ 8.00	100	\$ 800.00		(100.00)	0	\$ -	\$ (800.00)
COS-2	Excess Excavation (LVM)	CY	\$ 12.00	720	\$ 8,640.00	42		762	\$ 9,144.00	\$ 504.00
COS-3	Size 610 Crushed Stone Base	CY	\$ 175.00	560	\$ 98,000.00	20		580	\$ 101,500.00	\$ 3,500.00

**TOTAL CONTRACT CHANGE (DECREASE) \$ (26,821.47)**



April 7, 2025

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

**Re: Pay Application #9 Final  
Kaleki Way Drainage Project  
LJ Construction, Inc.**

Dear Mr. McCraw:

Enclosed, please find Pay Application #9 Final to be considered for approval by the City Council at the next meeting. The Application includes the period from 3/7/2025 to 3/14/2025. The project was substantially completed on March 14, 2025. The Contractor has provided the following closeout documentation: Warranty Letter, Contractor's Affidavit of Payments of Debts and Claims and Waiver of Liens, Contractor's Affidavit of Payment of Debts and Claims, Contractor's Affidavit of Release of Liens, Consent of Surety to Final Payment, and As Built Survey.

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 \$28,238.08. Please do not hesitate to contact me should you have any questions.

Sincerely,

**COVINGTON CIVIL & ENVIRONMENTAL, LLC**

A handwritten signature in cursive script, appearing to read "Sarah McLellan".

Sarah McLellan, P.E.  
*Project Engineer*

Enclosures: LJ Pay Application #9 Final Signed



<b>Contractor's Application for Payment</b>		<b>Owner's Project No.:</b> _____	
<b>Owner:</b> _____	<b>City of Diamondhead</b>	<b>Engineer's Project No.:</b> _____	<b>16175 WA 3</b>
<b>Engineer:</b> _____	<b>Covington Civil &amp; Environmental LLC</b>	<b>Contractor's Project No.:</b> _____	
<b>Contractor:</b> _____	<b>LJ Construction Inc.</b>		
<b>Project:</b> _____	<b>Kaleki Way Drainage Project</b>		
<b>Contract:</b> _____			

<b>Application No.:</b> _____	<b>9 FINAL</b>	<b>Application Date:</b> _____	<b>4/4/2025</b>
<b>Application Period:</b> _____	<b>From</b>	<b>to</b>	<b>3/14/2025</b>

1. Original Contract Price	\$ 719,320.31
2. Net change by Change Orders	\$ 410,202.82
3. Current Contract Price (Line 1 + Line 2)	\$ 1,129,523.13
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 1,129,523.13
5. Retainage	
a. 0 X \$ 1,129,523.13 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)	\$ 1,129,523.13
7. Less previous payments (Line 6 from prior application)	\$ 1,101,285.05
8. Amount due this application	\$ 28,238.08
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.

<b>Contractor:</b> _____	<b>LJ Construction Inc</b>
<b>Signature:</b> _____	<b>Date:</b> <u>4/4/25</u>

<p><b>Recommended by Engineer</b></p> <p><b>By:</b> <u>Sarah McLellan, P.E.</u></p> <p><b>Title:</b> <u>Project Engineer</u></p> <p><b>Date:</b> <u>4/7/2025</u></p>	<p><b>Approved by Owner</b></p> <p><b>By:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>
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<p><b>Approved by Funding Agency</b></p> <p><b>By:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>	<p><b>By:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>
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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Diamondhead  
 Engineer: Covington Civil & Environmental LLC  
 Contractor: LJ Construction Inc.  
 Project: Kaleki Way Drainage Project  
 Contract:

Owner's Project No.:  
 Engineer's Project No.: 16175 WA 3  
 Contractor's Project No.:

Application No.: 9 FINAL Application Period: From 03/07/25 to 03/14/25 Application Date: 04/04/25

Item No.	Description	Unit	Quantity	Unit Price	Amount	Percent Complete	Amount Paid	Amount Due	Percent Paid	Amount Paid to Date	Amount Due to Date	Percent Paid to Date	Amount Paid to Date	Amount Due to Date	Percent Paid to Date
01505-1	Mobilization	1	LS	\$ 46,969.77	46,969.77	-	-	1.00	46,969.77	46,969.77	-	100%	-	-	-
02050-1	Removal of Asphalt Pavement, All Depths	3,935	SY	\$ 8.00	31,483.52	-	-	3,935.44	31,483.52	31,483.52	-	100%	-	-	-
02050-2	Removal of Concrete Driveway, All Depths	530.39	SY	\$ 8.50	4,508.32	-	-	530.39	4,508.32	4,508.32	-	100%	-	-	-
02050-3	Sawcut Asphalt, All Depths	780	LF	\$ 7.00	5,460.00	-	-	780.00	5,460.00	5,460.00	-	100%	-	-	-
02050-4	Sawcut Concrete, All Depths	855	LF	\$ 8.00	5,240.00	-	-	855.00	5,240.00	5,240.00	-	100%	-	-	-
02050-5	Removal of Concrete Drainage Structures	-	EA	\$ 600.00	-	-	-	-	-	-	-	0%	-	-	-
02050-6	Removal of Pipe, All Sizes	424	LF	\$ 10.00	4,240.00	-	-	424.00	4,240.00	4,240.00	-	100%	-	-	-
02050-7	Remove and Relocate Existing Sign	-	EA	\$ 250.00	-	-	-	-	-	-	-	0%	-	-	-
02050-8	Removal of Wood Fencing	20	LF	\$ 10.00	200.00	-	-	20.00	200.00	200.00	-	100%	-	-	-
02050-9	Removal of Miscellaneous Material, LVM	-	CY	\$ 15.00	-	-	-	-	-	-	-	0%	-	-	-
02070-1	Flowable Fill	4	CY	\$ 350.00	1,400.00	-	-	4.00	1,400.00	1,400.00	-	100%	-	-	-
02111-1	Clearing and Grubbing	1	LS	\$ 6,500.00	6,500.00	-	-	1.00	6,500.00	6,500.00	-	100%	-	-	-
02226-1	Excav Excavation, LVM	468	CY	\$ 10.00	4,680.00	-	-	468.00	4,680.00	4,680.00	-	100%	-	-	-
02226-2	Borrow Excavation, LVM	513	CY	\$ 15.00	7,695.00	-	-	513.00	7,695.00	7,695.00	-	100%	-	-	-
02226-3	Kaleki Drive Roadside Ditch Excavation	-	LF	\$ 8.00	-	-	-	-	-	-	-	0%	-	-	-
02226-4	Kaleki Way Roadside Ditch Excavation	350	LF	\$ 8.00	2,800.00	-	-	350.00	2,800.00	2,800.00	-	100%	-	-	-
02226-5	Arnoka Drive Roadside Ditch Excavation	150	LF	\$ 8.00	1,200.00	-	-	150.00	1,200.00	1,200.00	-	100%	-	-	-
02226-6	North South Ditch Excavation	500	CY	\$ 10.00	5,000.00	-	-	500.00	5,000.00	5,000.00	-	100%	-	-	-
02234-1	Slur 610 Crushed Stone Base	86.41	CY	\$ 100.00	8,641.00	-	-	86.41	8,641.00	8,641.00	-	100%	-	-	-
02295-1	Silt Fence	1,710	LF	\$ 4.00	6,840.00	-	-	1,710.00	6,840.00	6,840.00	-	100%	-	-	-
02295-2	Wattles	-	LF	\$ 4.00	-	-	-	-	-	-	-	0%	-	-	-
02512-1	1.5" 9.50-mm, MT, Asphalt Pavement	7,872	SY	\$ 24.00	188,928.00	-	-	7,872.00	188,928.00	188,928.00	-	0%	-	-	-
02512-2	1.5" 12.50-mm, MT, Asphalt Pavement	4,228	SY	\$ 24.00	101,472.00	-	-	4,228.00	101,472.00	101,472.00	-	0%	-	-	-
02522-1	4" Concrete Driveway with Headwall	247.24	SY	\$ 206.25	50,993.25	-	-	247.24	50,993.25	50,993.25	-	100%	-	-	-
02580-1	Traffic Markings	-	LF	\$ 8.00	-	-	-	-	-	-	-	0%	-	-	-
02585-1	Traffic Signage	-	EA	\$ 450.00	-	-	-	-	-	-	-	0%	-	-	-
02721-1	Reinforced Cast-in-Place Concrete Structures	71.62	CY	\$ 1,650.00	118,173.00	-	-	71.62	118,173.00	118,173.00	-	100%	-	-	-
02721-2	Castings/Gratings	5,083	URS	\$ 2.12	10,775.96	-	-	5,083.00	10,775.96	10,775.96	-	100%	-	-	-
02722-1	15" Reinforced Concrete Pipe, Class III	-	LF	\$ 48.05	-	-	-	-	-	-	-	0%	-	-	-
02722-2	18" Reinforced Concrete Pipe, Class III	72	LF	\$ 55.94	4,027.68	-	-	72.00	4,027.68	4,027.68	-	100%	-	-	-
02722-3	24" Reinforced Concrete Pipe, Class III	40	LF	\$ 76.00	3,040.00	-	-	40.00	3,040.00	3,040.00	-	100%	-	-	-
02722-4	36" Reinforced Concrete Pipe, Class III	128	LF	\$ 127.88	16,368.64	-	-	128.00	16,368.64	16,368.64	-	100%	-	-	-
02722-5	42" Reinforced Concrete Pipe, Class III	46	LF	\$ 150.00	6,900.00	-	-	46.00	6,900.00	6,900.00	-	100%	-	-	-
02722-6	36" x 25" Reinforced Concrete Arch Pipe, Class III	157	LF	\$ 116.74	18,328.18	-	-	157.00	18,328.18	18,328.18	-	100%	-	-	-
02722-7	44" x 27" Reinforced Concrete Arch Pipe, Class III	406	LF	\$ 144.58	58,699.48	-	-	406.00	58,699.48	58,699.48	-	100%	-	-	-
02722-8	51" x 31" Reinforced Concrete Arch Pipe, Class III	218	LF	\$ 204.62	44,607.16	-	-	218.00	44,607.16	44,607.16	-	100%	-	-	-
02722-9	36" Reinforced Concrete Flared End Section	-	EA	\$ 2,478.00	-	-	-	-	-	-	-	0%	-	-	-
02722-10	42" Reinforced Concrete Flared End Section	-	EA	\$ 3,212.00	-	-	-	-	-	-	-	0%	-	-	-
02723-1	18" High Density Polyethylene Pipe	766	LF	\$ 53.68	41,118.88	-	-	766.00	41,118.88	41,118.88	-	100%	-	-	-
02752-1	Loose Riprap, on Geotextile Fabric	407.45	SY	\$ 100.00	40,745.00	-	-	407.45	40,745.00	40,745.00	-	100%	-	-	-
02931-1	Hydroseeding	3,000	SY	\$ 1.05	3,150.00	-	-	3,000.00	3,150.00	3,150.00	-	100%	-	-	-
02931-2	Sodding	2,200	SY	\$ 8.00	17,600.00	-	-	2,200.00	17,600.00	17,600.00	-	100%	-	-	-
02935-1	Maintenance of Traffic	1	LS	\$ 10,000.00	10,000.00	-	-	1.00	10,000.00	10,000.00	-	100%	-	-	-
07198-1	Wood Fencing	20	LF	\$ 31.20	624.00	-	-	20.00	624.00	624.00	-	100%	-	-	-

Owner:	City of Diamondhead
Engineer:	Covington Civil & Environmental LLC
Contractor:	LJ Construction Inc.
Project:	Kaleki Way Drainage Project
Contract:	

Owner's Project No.: \_\_\_\_\_  
 Engineer's Project No.: 16175 WA 3  
 Contractor's Project No.: \_\_\_\_\_

Application Date: 04/04/25

[illegible]

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Diamondhead  
 Engineer: Covington Civil & Environmental LLC  
 Contractor: LJ Construction Inc.  
 Project: Kaleiki Way Drainage Project  
 Contract:

Owner's Project No.:  
 Engineer's Project No.: 16175 WA 3  
 Contractor's Project No.:

Application No.: 9 FINAL Application Period: From 03/07/25 to 03/14/25

Application Date: 04/04/25

Contract Information		Contract Pay To		Contract Pay To Date		Contract Pay To Amount		Contract Pay To Balance		Contract Pay To Status	
Item No.	Description	Quantity	Unit	Unit Price	Value of Work (\$)	Contract Pay To (\$)	Contract Pay To (\$)	Contract Pay To (\$)	Contract Pay To (\$)	Contract Pay To (\$)	Contract Pay To (\$)
CD1-1	18" Split Steel Casing	37	LF	\$ 36.80	1,361.60	-	-	37.00	1,361.60	100%	-
CD1-2	Spreading Provided FRL, LVM	314	CY	\$ 4.00	1,256.00	-	-	314.00	1,256.00	100%	-
CD1-3	Hauling and Spreading Provided FRL, LVM	126	CY	\$ 7.00	882.00	-	-	126.00	882.00	100%	-
CD1-4	4" Concrete Driveway	315.98	SY	\$ 139.15	43,968.62	-	-	315.98	43,968.62	100%	-
CD1-5	Sewer Service Adjustment	1	EA	\$ 2,866.83	2,866.83	-	-	1.00	2,866.83	100%	-
CD1-6	Dowels	60	EA	\$ 25.55	1,533.00	-	-	60.00	1,533.00	100%	-
CD1-7	36" High Density Polyethylene Pipe	90	LF	\$ 120.05	10,804.50	-	-	90.00	10,804.50	100%	-
CD1-8	24" High Density Polyethylene Pipe	368	LF	\$ 67.00	24,656.00	-	-	368	24,656.00	100%	-
CD1-9	Remobilization	1	LS	\$ 5,000.00	5,000.00	0	-	1	5,000.00	100%	-
CD1-10	Excess Excavation LVM	762	CY	\$ 12.00	9,144.00	0	-	762	9,144.00	100%	-
CD1-11	Size 510 Crushed Stone Base	580	CY	\$ 175.00	101,500.00	0	-	580	101,500.00	100%	-
Change Order Totals				\$ 202,972.55		\$ -		\$ 202,972.55		100%	\$ -
Original Contract and Change Orders											
Project Totals				\$ 1,129,523.13		\$ -		\$ 1,129,523.13		100%	\$ -



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: 3/19/24

PROJECT: Kaleki Way Drainage Project

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: LJ Construction Inc  
(Address) 11226 Dobson Rd  
Gulfport, MS. 39503

BY:

*Lois J. Smith*

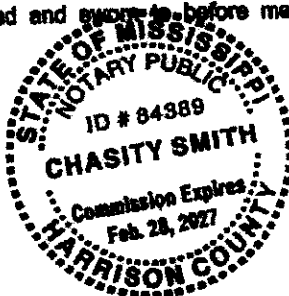
Subscribed and sworn to before me this

26

day of

March

2025  
2023



Notary Public

*Chasity Smith*

My Commission Expires:

02/28/27

# AIA® Document G706™ – 1994

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

PROJECT: (Name and address) **Kaleki Way Drainage Project** ARCHITECT'S PROJECT NUMBER: \_\_\_\_\_ OWNER: ☐  
TO OWNER: (Name and address) **City of Diamondhead** CONTRACT FOR: General Construction ARCHITECT: ☐  
**5000 Diamondhead Circle** CONTRACT DATED: **3/19/24** CONTRACTOR: ☐  
**Diamondhead, MS 39523** SURETY: ☐  
STATE OF: **MS** OTHER: ☐  
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:

1. 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

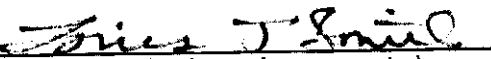
The following supporting documents should be attached hereto if required by the Owner:

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.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

#### CONTRACTOR: (Name and address)

**LJ Construction Inc.**  
**11226 Dobson Road**  
**Gulfport, MS 39523**

BY:

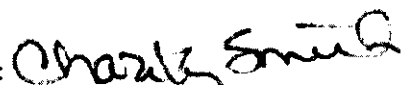
  
(Signature of authorized representative)

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

Subscribed and sworn to before me on this date: **3/26/25**

Notary Public:

My Commission Expires:

  
**2/28/27**



# AIA® Document G706A™ – 1994

## Contractor's Affidavit of Release of Liens

PROJECT: (Name and address) <b>Kaleki Way Drainage Project</b>	ARCHITECT'S PROJECT NUMBER:  CONTRACT FOR: General Construction CONTRACT DATED: <b>3/19/24</b>	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> SURETY: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO OWNER: (Name and address) <b>City of Diamondhead 5000 Diamondhead Circle Diamondhead, MS. 39525</b>		
STATE OF: <b>MS</b> COUNTY OF: <b>Harrison</b>		

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)


**HJ Construction Inc  
11226 Dobson Road  
Gulfport, MS. 39503**

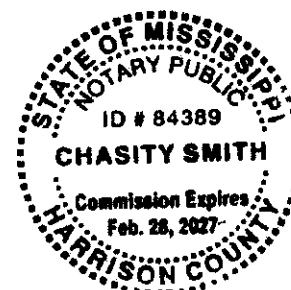
BY:

  
(Signature of authorized representative)

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

Subscribed and sworn to before me on this date: **3/26/25**

Notary Public:   
My Commission Expires: **2/28/27**





### CONTRACTOR'S WARRANTY

To Owner: City of Diamondhead

Project Name: Kaleki Way Drainage Project

The contractor signatory below, L J Construction Inc ("Contractor") hereby guarantees the City of Diamondhead("Owner") that the construction performed on the Kaleki Way Drainage project to be free from defects in material and workmanship for a period of one year from the date of substantial completion (03/14/25).

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 3/26/25  
PRINTED NAME AND TITLE DATE:

Subscribed and sworn to before me on this date:

BY: Charles Smith



# AIA<sup>®</sup> Document G707<sup>™</sup> – 1994

## Consent Of Surety to Final Payment

Bond # 100287845

PROJECT: *(Name and address)*

Kaleki Way Drainage Project

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: Construction

OWNER: ☐

ARCHITECT: ☐

TO OWNER: *(Name and address)*

City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, MS 39525

CONTRACT DATED:

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

, SURETY,

on bond of

*(Insert name and address of Contractor)*

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

, CONTRACTOR,

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

, OWNER,

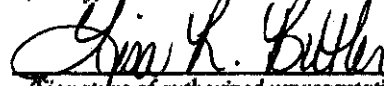
as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: March 26th, 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,™**  
**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 Skmetta; 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.



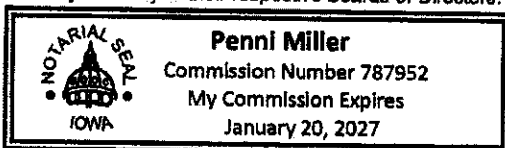
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

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)

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 26th day of March, 2025.



*William Warner Jr.*  
Secretary