



April 17, 2025

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

**Re: Pay Application #5 FINAL
Ahuli Drainage Project
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 Application includes the period from 2/04/2025 to 02/25/2025. The project was Substantially Complete February 5, 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 as the project is completed. With that said, I recommend that the Council approve payment to LJ Construction, Inc., in the amount of \$13,771.16. Please do not hesitate to contact me should you have any questions.

Sincerely,

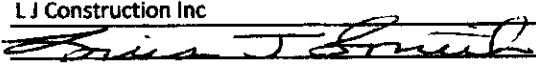
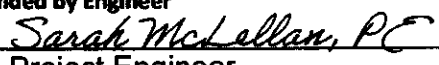
COVINGTON CIVIL & ENVIRONMENTAL, LLC

A handwritten signature in blue ink that reads "Sarah McLellan".

Sarah McLellan, PE
Project Engineer

Enclosures: LJ Pay Application #5 FINAL Signed

Contractor's Application for Payment

Owner: <u>City of Diamondhead</u> Engineer: <u>Covington Civil & Environmental LLC</u> Contractor: <u>LJ Construction Inc.</u> Project: <u>Ahuli Drainage Project</u> Contract: _____	Owner's Project No.: _____ Engineer's Project No.: <u>16175 FP WA 7</u> Contractor's Project No.: _____																																				
Application No.: <u>5 FINAL</u> Application Date: <u>4/17/2025</u>																																					
Application Period: <u>From</u> <u>2/4/2025</u> <u>to</u> <u>2/25/2025</u>																																					
<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 70%;">1. Original Contract Price</td><td style="width: 10%; text-align: right;">\$</td><td style="width: 20%; text-align: right;">472,460.00</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: right;">\$</td><td style="text-align: right;">78,386.47</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$</td><td style="text-align: right;">550,846.47</td></tr><tr><td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td><td style="text-align: right;">\$</td><td style="text-align: right;">550,846.47</td></tr><tr><td>5. Retainage</td><td></td><td></td></tr><tr><td> a. <u>0.00%</u> X \$ <u>550,846.47</u> Work Completed</td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr><tr><td> b. _____ X \$ _____ Stored Materials</td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr><tr><td> c. Total Retainage (Line 5.a + Line 5.b)</td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.c)</td><td style="text-align: right;">\$</td><td style="text-align: right;">550,846.47</td></tr><tr><td>7. Less previous payments (Line 6 from prior application)</td><td style="text-align: right;">\$</td><td style="text-align: right;">537,075.31</td></tr><tr><td>8. Amount due this application</td><td style="text-align: right;">\$</td><td style="text-align: right;">13,771.16</td></tr><tr><td>9. Balance to finish, including retainage (Line 3 - Line 4)</td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr></table>		1. Original Contract Price	\$	472,460.00	2. Net change by Change Orders	\$	78,386.47	3. Current Contract Price (Line 1 + Line 2)	\$	550,846.47	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	550,846.47	5. Retainage			a. <u>0.00%</u> X \$ <u>550,846.47</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)	\$	550,846.47	7. Less previous payments (Line 6 from prior application)	\$	537,075.31	8. Amount due this application	\$	13,771.16	9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-
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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: <u>LJ Construction Inc</u> Signature: <u></u> Date: <u>4/17/25</u>																																					
Recommended by Engineer By: <u></u> Title: <u>Project Engineer</u> Date: <u>4/16/2025</u>	Approved by Owner By: _____ Title: _____ Date: _____																																				
Approved by Funding Agency By: _____ Title: _____ Date: _____	By: _____ Title: _____ 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: Ahuli Drainage Project
 Contract:

Owner's Project No.:
 Engineer's Project No.: 16175 FP WA 7
 Contractor's Project No.:

Application No.: S FINAL Application Period: From 02/04/25 to 02/25/25 Application Date: 04/17/25

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Bid Item No.	Description	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) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work - Current Pay App	Value of Work Completed - Current Pay App (E X G) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X I) (\$)				
Original Contract													
01505-1	Mobilization	1	LS	\$ 37,200.00	37,200.00	-	-	1.00	37,200.00		37,200.00	100%	-
02050-1	Removal of Asphalt Pavement, All Depths	550	SY	\$ 8.00	4,400.00	-	-	550.00	4,400.00		4,400.00	100%	-
02050-2	Removal of Concrete Driveway, All Depths	90	SY	\$ 9.00	810.00	-	-	90.00	810.00		810.00	100%	-
02050-3	Sawcut Asphalt, All Depths	850	LF	\$ 7.00	5,950.00	-	-	850.00	5,950.00		5,950.00	100%	-
02050-4	Sawcut Concrete, All Depths	105	LF	\$ 8.00	840.00	-	-	105.00	840.00		840.00	100%	-
02050-5	Removal of Concrete Drainage Structures	11	EA	\$ 600.00	6,600.00	-	-	11.00	6,600.00		6,600.00	100%	-
02050-6	Removal of Pipe, All Sizes	569	LF	\$ 10.50	5,974.50	-	-	569.00	5,974.50		5,974.50	100%	-
02050-7	Removal of Concrete Ditch	70	SY	\$ 9.00	630.00	-	-	70.00	630.00		630.00	100%	-
02050-9	Removal of Miscellaneous Material, LVM	-	CY	\$ 15.00	-	-	-	-	-		-	0%	-
02111-1	Clearing and Grubbing	1	LS	\$ 5,000.00	5,000.00	-	-	1.00	5,000.00		5,000.00	100%	-
02226-1	Excess Excavation, LVM	700	CY	\$ 12.00	8,400.00	-	-	700.00	8,400.00		8,400.00	100%	-
02226-2	Borrow Excavation, LVM	1,726	CY	\$ 17.00	29,342.00	-	-	1,726.00	29,342.00		29,342.00	100%	-
02226-3	Ditch Excavation	325	LF	\$ 12.00	3,900.00	-	-	325.00	3,900.00		3,900.00	100%	-
02234-1	Size 610 Crushed Stone Base	92	CY	\$ 125.00	11,500.00	-	-	92.00	11,500.00		11,500.00	100%	-
02295-1	Silt Fence	-	LF	\$ 4.50	-	-	-						-
02295-2	Wattles	100	LF	\$ 4.50	450.00	-	-	100.00	450.00		450.00	100%	-
02512-1	1.5" 9.50-mm, MT, Asphalt Pavement	550	SY	\$ 29.25	16,087.50	-	-	550.00	16,087.50		16,087.50	100%	-
02512-2	1.5" 12.50-mm, MT, Asphalt Pavement	550	SY	\$ 29.25	16,087.50	-	-	550.00	16,087.50		16,087.50	100%	-
02512-3	Cold Milling of Bituminous Pavement, All Depths	-	SY	\$ 25.00	-	-	-	-	-		-	0%	-
02522-1	4" Concrete Driveway with Headwall	90	SY	\$ 241.25	21,712.50	-	-	90.00	21,712.50		21,712.50	100%	-
02580-0	Traffic Markings	-	LF	\$ 10.00	-	-	-						-
02585-1	Traffic Signage	-	EA	\$ 450.00	-	-	-	-	-		-	0%	-
02721-1	Reinforced Cast-in-Place Concrete Structures	52.50	CY	\$ 1,650.00	86,625.00	-	-	52.50	86,625.00		86,625.00	100%	-
02721-2	Castings/Gratings	3,549	LBS	\$ 4.00	14,196.00	-	-	3,549.00	14,196.00		14,196.00	100%	-
02723-1	24" Corrugated High Density Polyethylene Pipe	196	LF	\$ 62.51	12,251.96	-	-	196.00	12,251.96		12,251.96	100%	-
02723-2	36" Corrugated High Density Polyethylene Pipe	1,695	LF	\$ 88.29	149,651.55	-	-	1,695.00	149,651.55		149,651.55	100%	-
02722-2	44" x 27" Reinforced Concrete Arch Pipe Type III	45	LF	\$ 148.00	6,660.00	-	-	45.00	6,660.00		6,660.00	100%	-
02752-1	Loose Rip Rap on Geotextile Fabric	130	SY	\$ 100.00	13,000.00	-	-	130.00	13,000.00		13,000.00	100%	-
02931-1	Hydroseeding	500	SY	\$ 2.00	1,000.00	-	-	500.00	1,000.00		1,000.00	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 Mailbox	-	EA	\$ 300.00	-	-	-	-	-		-	0%	-
M2	Utility Relocation	5	EA	\$ 6,900.00	34,500.00	-	-	5.00	34,500.00		34,500.00	100%	-
CO 01	30" Reinforced Concrete Pipe	96	LF	\$ 140.75	13,512.00	-	-	96.00	13,512.00		13,512.00	100%	-
CD2 01	Solid Sod	3,089	SY	\$ 12.00	37,065.96	-	-	3,088.83	37,065.96		37,065.96	100%	-
Original Contract Totals & Change Order 1 & 2					\$ 550,846.47		\$ -		\$ 550,846.47	\$ -	\$ 550,846.47	100%	\$ -

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Owner's Project No.:
 Engineer's Project No.: 16175 FP WA 7
 Contractor's Project No.:

Application No.: S FINAL Application Period: From 02/04/25 to 02/25/25

Application Date: 04/17/25

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		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work - Current Pay App	Value of Work Completed - Current Pay App (E X G) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X I) (\$)				
					-		-		-		-		-
					\$ -		\$ -		\$ -	\$ -	\$ -		\$ -
Original Contract and Change Orders													
Project Totals						\$ 550,846.47	\$ -		\$ 550,846.47	\$ -	\$ 550,846.47	100%	\$ -

**AIA****Document G707™ – 1994****Consent Of Surety to Final Payment****Bond # 100433049****PROJECT: (Name and address)**

Ahuli Drainage Project

ARCHITECT'S PROJECT NUMBER:**OWNER:** ☐**CONTRACT FOR:** Construction**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

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: **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 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.

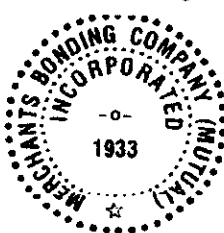
In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways 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

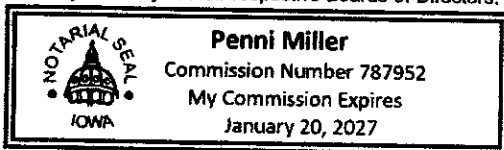
By

Larry Taylor
President



STATE OF IOWA
COUNTY OF DALLAS ss.

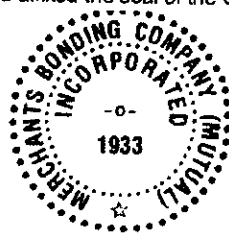
On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals 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)

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

**AIA****Document G706A™ – 1994****Contractor's Affidavit of Release of Liens**

PROJECT: <i>(Name and address)</i> Ahuli Drainage Project	ARCHITECT'S PROJECT NUMBER:	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: 7/31/24	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:**

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:**My Commission Expires:**

02/28/27





AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address) Ahukli Drainage Project	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
TO OWNER: (Name and address) 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: **02/28/27**



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:

Ahuli 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:

(Address)

LJ Construction Inc
11226 Dobson Road
Gulfport, MS. 39503

BY:

James 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: Ahuli Drainage Project

The contractor signatory below, L J Construction Inc ("Contractor") hereby guarantees the City of Diamondhead ("Owner") that the construction performed on the Ahuli Drainage project to be free from defects in material and workmanship for a period of one year from the date of substantial completion (02/05/25).

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: 2/20/25

BY: Chasity Smith

