

September 28, 2020
N-S Project No. 13437

Mayor Johnny Magee
City of Laurel
Post Office Box 647
Laurel, Mississippi 39440

REFERENCE: 5TH AVENUE AND 13TH AVENUE UTILITY IMPROVEMENTS
CITY OF LAUREL, MISSISSIPPI

Dear Mayor Magee,

Attached please find Application for Payment No. 28 (FINAL) for the above referenced project. The above referenced project has been completed in substantial compliance with the plans and specifications. We recommend final payment be made to DNA Underground, LLC in the amount of \$121,561.29. We also recommend acceptance of the attached documents for close-out of this project:

- Pay Estimate No. 28 (Final)
- Consent of Surety to Final Payment
- Contractor's Warranty Statement
- Affidavit of Contractor's Final Waiver of Lien
- Affidavit of Contractor's Payment of Debts and Claims
- Summary Change Order

If you have any questions or need any additional information, please call me.

Sincerely,

NEEL-SCHAFFER, INC.



Kris Lightsey, P.E., Ph.D.
Sr. Project Manager

Attachments



ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 28 - Final

Application Period: 9/1/20 to Current		Application Date: 9/14/2020
To (Owner): City of Laurel	From (Contractor): DNA Underground LLC	Via (Engineer): Neel-Schaffer 328 N. Magnolia Street Laurel, MS 39440
Project: 5th & 13th Avenue Utility Improvements	Contract:	Engineer's Project No.:
Owner's Contract No.:	Contractor's Project No.:	

Application for Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	\$14,013.25	
2	\$155,311.00	-\$94,500.00
3 - Final		-\$458,812.81
TOTALS	\$169,324.25	-\$553,312.81
NET CHANGE BY CHANGE ORDERS		-\$383,988.56

1. ORIGINAL CONTRACT PRICE..... \$ 55,246,440.00
2. Net change by Change Orders..... \$ -383,988.56
3. Current Contract Price (Line 1 ± 2)..... \$ 54,862,451.44
4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... \$ 54,862,451.44
5. RETAINAGE:
 - a. X \$4,862,451.44 Work Completed..... \$
 - b. X Stored Material..... \$
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 54,862,451.44
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 54,740,890.15
8. AMOUNT DUE THIS APPLICATION..... \$ 121,561.29
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.c above)..... \$ 50.00

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 Signature

By: Michelle [Signature] Date: 9/18/20

Payment of: \$ 121,561.29
(Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] M. E. [Signature] (Engineer) 9/28/20 (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____
Funding or Financing Entity (if applicable)

Progress Estimate - Unit Price Work

Contractor's Application

5th Ave and 13th Ave Utility Improvements															Application Number		28 - Final								
9/1/20 to Current															Application Date:		September 14, 2020								
A															E										
Item		Contract Information					B		C		E		C		D		E		Total Completed and Stored to Date (E-F-G)		Materials Presently Stored		Balance to Finish (H - F)		
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value	of Item (\$)	Quantity Previous App	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date															
1	Mobilization	1	LS	\$ 210,000.00	\$	210,000.00	1	\$ 210,000.00												\$210,000.00	100.0%	\$			
2	Site Work	1	LS	\$ 165,000.00	\$	165,000.00	1	\$ 165,000.00												\$165,000.00	100.0%	\$			
3	Maintenance of Traffic	1	LS	\$ 80,000.00	\$	80,000.00	1	\$ 80,000.00												\$80,000.00	100.0%	\$			
4	6" C-900 PVC Water Line, Incl. Select Bedding	1400	LF	\$ 28.00	\$	39,200.00	1260.213	\$ 35,285.96	139.79	\$3,914.04										\$39,200.00	100.0%	\$			
4.1	8" C-900 PVC Water Line, Incl. Select Bedding	17000	LF	\$ 30.00	\$	510,000.00	16461.15	\$ 493,834.50	538.85	\$16,165.50										\$510,000.00	100.0%	\$			
4.2	10" C-900 PVC Water Line, Incl. Select Bedding	800	LF	\$ 37.00	\$	29,600.00	750.42	\$ 27,765.54	49.58	\$1,834.46										\$29,600.00	100.0%	\$			
4.3	10" Ductile Iron Water Line, Incl. Select Bedding	140	LF	\$ 70.00	\$	9,800.00	106	\$ 7,420.00	34	\$2,380.00										\$9,800.00	100.0%	\$			
4.4	6" Ductile Iron Water Line, Incl. Select Bedding	80	LF	\$ 60.00	\$	4,800.00		\$ -	80	\$4,800.00										\$4,800.00	100.0%	\$			
5	6" HDPE Water Line (Directional Drill)	3000	LF	\$ 82.00	\$	246,000.00	2810	\$ 230,420.00	190	\$15,580.00										\$246,000.00	100.0%	\$			
6	6" Hot Tap of 10" and Smaller Main	3	EA	\$ 3,000.00	\$	9,000.00	3	\$ 9,000.00												\$9,000.00	100.0%	\$			
6.1	8" Hot Tap of 10" and Smaller Main	3	EA	\$ 4,000.00	\$	12,000.00	2	\$ 8,000.00	1	\$4,000.00										\$12,000.00	100.0%	\$			
6.2	8" Hot Tap of 12" PVC Main	1	EA	\$ 4,000.00	\$	4,000.00	1	\$ 4,000.00												\$4,000.00	100.0%	\$			
6.3	8" Hot Tap of 16" Cast Iron Main	1	EA	\$ 4,400.00	\$	4,400.00	1	\$ 4,400.00												\$4,400.00	100.0%	\$			
6.4	10" Hot Tap of 10" Main	1	EA	\$ 5,500.00	\$	5,500.00	1	\$ 5,500.00												\$5,500.00	100.0%	\$			
7	6" Line Stop	3	EA	\$ 5,000.00	\$	15,000.00	6	\$ 30,000.00	-3	\$-15,000.00										\$15,000.00	100.0%	\$			
7.1	8" Line Stop	3	EA	\$ 5,500.00	\$	16,500.00	1	\$ 5,500.00	2	\$11,000.00										\$16,500.00	100.0%	\$			
7.2	10" Line Stop	3	EA	\$ 8,500.00	\$	25,500.00	3	\$ 25,500.00												\$25,500.00	100.0%	\$			
8	6" Valve Insertion	3	EA	\$ 7,000.00	\$	21,000.00	4	\$ 28,000.00	-1	\$-7,000.00										\$21,000.00	100.0%	\$			
8.1	8" Valve Insertion	3	EA	\$ 7,400.00	\$	22,200.00	1	\$ 7,400.00	2	\$14,800.00										\$22,200.00	100.0%	\$			
8.2	10" Valve Insertion	2	EA	\$ 16,000.00	\$	32,000.00		\$ -	2	\$32,000.00										\$32,000.00	100.0%	\$			
9	Tie To Existing 4" and Smaller Main	20	EA	\$ 1,800.00	\$	36,000.00	22	\$ 39,600.00	-2	\$-3,600.00										\$36,000.00	100.0%	\$			
9.1	Tie To Existing 6" to 8" Main	45	EA	\$ 2,500.00	\$	112,500.00	45	\$ 112,500.00												\$112,500.00	100.0%	\$			
9.2	Tie To Existing 10" Main	3	EA	\$ 3,500.00	\$	10,500.00	2	\$ 7,000.00	1	\$3,500.00										\$10,500.00	100.0%	\$			
10	Disconnect and Plug Existing 3" and Smaller Main	10	EA	\$ 750.00	\$	7,500.00	11	\$ 8,250.00	-1	\$-750.00										\$7,500.00	100.0%	\$			
10.1	Disconnect and Plug Existing 4" to 6" Main	40	EA	\$ 900.00	\$	36,000.00	35	\$ 31,500.00	5	\$4,500.00										\$36,000.00	100.0%	\$			
10.2	Disconnect and Plug Existing 8" to 10" Main	15	EA	\$ 950.00	\$	14,250.00	6	\$ 5,700.00	9	\$8,550.00										\$14,250.00	100.0%	\$			
11	3" and Smaller Gate Valve Assembly	5	EA	\$ 950.00	\$	4,750.00	9	\$ 8,550.00	-4	\$-3,800.00										\$4,750.00	100.0%	\$			
11.1	4" to 6" Gate Valve Assembly	35	EA	\$ 1,200.00	\$	42,000.00	48	\$ 57,600.00	-13	\$-15,600.00										\$42,000.00	100.0%	\$			
11.2	6" Gate Valve Assembly	60	EA	\$ 1,400.00	\$	84,000.00	62	\$ 86,800.00	-2	\$-2,800.00										\$84,000.00	100.0%	\$			
11.3	10" Gate Valve Assembly	8	EA	\$ 2,800.00	\$	22,400.00	5	\$ 14,000.00	3	\$8,400.00										\$22,400.00	100.0%	\$			
12	Fire Hydrant Removal	25	EA	\$ 200.00	\$	5,000.00	25	\$ 5,000.00												\$5,000.00	100.0%	\$			
13	Fire Hydrant with Gate Valve Assembly	35	EA	\$ 4,000.00	\$	140,000.00	34	\$ 136,000.00	1	\$4,000.00										\$140,000.00	100.0%	\$			
14	Fittings, Ductile Iron, Mechanical Joint	15000	LBS	\$ 8.00	\$	120,000.00	15224	\$ 121,792.00	-224	\$-1,792.00										\$120,000.00	100.0%	\$			
15	Water Service Assembly from Proposed Main to Existing Meter (Long)	140	EA	\$ 1,150.00	\$	161,000.00	156	\$ 179,400.00	-16	\$-18,400.00										\$161,000.00	100.0%	\$			
15.1	Water Service Assembly from Proposed Main to Existing Meter (Short)	180	EA	\$ 750.00	\$	135,000.00	194	\$ 145,500.00	-14	\$-10,500.00										\$135,000.00	100.0%	\$			
16	Remove and Replace Existing Meters w/Owner Supplied Meters	40	EA	\$ 450.00	\$	18,000.00		\$ -	40	\$18,000.00										\$18,000.00	100.0%	\$			
17	Clean and CCTV 6" and Smaller Sewer Main	700	LF	\$ 3.00	\$	2,100.00	648.3	\$ 1,944.90	51.7	\$155.10										\$2,100.00	100.0%	\$			
17.1	Clean and CCTV 8" Sewer Main	16000	LF	\$ 3.00	\$	48,000.00	20143.05	\$ 60,429.15	-4143.05	\$-12,429.15										\$48,000.00	100.0%	\$			
17.2	Clean and CCTV 15" Sewer Main	2000	LF	\$ 3.50	\$	7,000.00	1678.8	\$ 5,875.80	321.2	\$1,124.20										\$7,000.00	100.0%	\$			

Progress Estimate - Unit Price Work

Contractor's Application

5th Ave and 13th Ave Utility Improvements															
Application Period: 9/1/20 to Current															
28 - Final															
September 14, 2020															
Application Number															
Application Date															
E															
D															
C															
E															
Value Previous															
Quantity Previous App															
C															
B															
Contract Information															
A															
Item															
Description															
Item Quantity															
Units															
Unit Price															
Total Value															
of Item (\$)															
C															
E															
Value of Work Installed to Date															
Estimated Quantity Installed															
Materials Presently Stored															
Total Completed and Stored to Date (E-F-G)															
(H / B)															
Balance to Finish (H)															
(B)															
18	Reconstruction of 6" Sewer Main by CIPP	500	LF	\$	32.00	\$	16,000.00	200	\$	6,400.00	300	\$9,600.00	\$16,000.00	100.0%	\$
18.1	Reconstruction of 8" Sewer Main by CIPP	15000	LF	\$	37.00	\$	405,000.00	15679.5	\$	423,346.50	-679.5	\$-18,346.50	\$405,000.00	100.0%	\$
19	Manhole Rehabilitation	340	VF	\$	245.00	\$	83,300.00	311.75	\$	76,378.75	28.25	\$6,921.25	\$83,300.00	100.0%	\$
20	Removal of Existing Manhole	6	EA	\$	1,500.00	\$	9,000.00	8	\$	12,000.00	-2	\$-3,000.00	\$9,000.00	100.0%	\$
21	48" Diameter Concrete Manhole, 0-6 ft.	4	EA	\$	3,200.00	\$	12,800.00	10	\$	32,000.00	-6	\$-19,200.00	\$12,800.00	100.0%	\$
21.1	48" Diameter Concrete Manhole, 6-8 ft.	2	EA	\$	3,800.00	\$	7,600.00	3	\$	11,400.00	-1	\$-3,800.00	\$7,600.00	100.0%	\$
21.2	48" Diameter Concrete Manhole, 8-10 ft.	2	EA	\$	4,200.00	\$	8,400.00		\$	-	2	\$8,400.00	\$8,400.00	100.0%	\$
22	Removal of Sewer Services	230	EA	\$	200.00	\$	46,000.00	282	\$	56,400.00	-52	\$-10,400.00	\$46,000.00	100.0%	\$
23	Sewer Service Installation, Long	135	EA	\$	650.00	\$	87,750.00	148	\$	96,200.00	-13	\$-8,450.00	\$87,750.00	100.0%	\$
23.1	Sewer Service Installation, Short	95	EA	\$	450.00	\$	42,750.00	163	\$	73,350.00	-68	\$-30,600.00	\$42,750.00	100.0%	\$
24	Sewer Service CCTV Inspection, Long	45	EA	\$	215.00	\$	9,675.00	34	\$	7,310.00	11	\$2,365.00	\$9,675.00	100.0%	\$
24.1	Sewer Service CCTV Inspection, Short	35	EA	\$	195.00	\$	6,825.00	34	\$	6,630.00	1	\$195.00	\$6,825.00	100.0%	\$
24.2	Sewer Service Rehabilitation, Long	45	EA	\$	1,000.00	\$	45,000.00		\$	-	45	\$45,000.00	\$45,000.00	100.0%	\$
24.3	Sewer Service Rehabilitation, Short	35	EA	\$	800.00	\$	28,000.00		\$	-	35	\$28,000.00	\$28,000.00	100.0%	\$
25	Sewer Service Cleanout - Rehabilitated Service	80	EA	\$	275.00	\$	22,000.00	50	\$	13,750.00	30	\$8,250.00	\$22,000.00	100.0%	\$
26	Removal of Existing Inlet/Junction Box	6	EA	\$	1,200.00	\$	7,200.00	8	\$	9,600.00	-2	\$-2,400.00	\$7,200.00	100.0%	\$
27	Junction Box	1	EA	\$	9,000.00	\$	9,000.00	1	\$	9,000.00			\$9,000.00	100.0%	\$
27.1	B-9 Inlet	1	EA	\$	3,500.00	\$	3,500.00	3	\$	10,500.00	-2	\$-7,000.00	\$3,500.00	100.0%	\$
27.2	SS-2 Curb Inlet	5	EA	\$	4,000.00	\$	20,000.00	5	\$	20,000.00			\$20,000.00	100.0%	\$
27.3	Gutter Inlet	2	EA	\$	4,000.00	\$	8,000.00	2	\$	8,000.00			\$8,000.00	100.0%	\$
28	HDPE Stormwater Pipe, N12, WT, 15" Diameter	250	LF	\$	38.00	\$	9,500.00	249.75	\$	9,490.50	0.25	\$9.50	\$9,500.00	100.0%	\$
28.1	HDPE Stormwater Pipe, N12, WT, 18" Diameter	40	LF	\$	41.00	\$	1,640.00	35	\$	1,435.00	5	\$205.00	\$1,640.00	100.0%	\$
28.2	HDPE Stormwater Pipe, N12, WT, 24" Diameter	220	LF	\$	60.00	\$	13,200.00	267.83	\$	16,069.80	-47.83	\$-2,869.80	\$13,200.00	100.0%	\$
28.3	HDPE Stormwater Pipe, N12, WT, 36" Diameter	40	LF	\$	75.00	\$	3,000.00	35	\$	2,625.00	5	\$375.00	\$3,000.00	100.0%	\$
29	Driveway Removal and Replacement Gravel	150	SY	\$	20.00	\$	3,000.00	83.88	\$	1,677.60	66.12	\$1,322.40	\$3,000.00	100.0%	\$
29.1	Driveway Removal and Replacement Asphalt	400	SY	\$	22.00	\$	8,800.00		\$	-	400	\$8,800.00	\$8,800.00	100.0%	\$
29.2	Driveway Removal and Replacement, Concrete	1000	SY	\$	22.00	\$	22,000.00	464.649	\$	10,222.28	535.351	\$11,777.72	\$22,000.00	100.0%	\$
30	Removal of Pavement, All Types, All Depths	11500	SY	\$	8.00	\$	92,000.00	9653.762	\$	77,230.10	1846.24	\$14,769.91	\$92,000.01	100.0%	\$
30.1	Removal of Concrete Slab Under Pavement	1800	SY	\$	8.00	\$	12,800.00	1678.45	\$	13,427.60	-78.45	\$-627.60	\$12,800.00	100.0%	\$
31	Removal of Curb and Gutter, All Types	3000	LF	\$	5.00	\$	15,000.00	1704.08	\$	8,520.40	1295.92	\$6,479.60	\$15,000.00	100.0%	\$
31.1	Concrete Curb and Gutter	3000	LF	\$	20.00	\$	60,000.00	1905.41	\$	38,108.20	1094.59	\$21,891.80	\$60,000.00	100.0%	\$
32	Removal and Replacement of Sidewalk, All Types, All Thicknesses	700	SY	\$	60.00	\$	42,000.00	839.822	\$	50,389.32	-139.822	\$-8,389.32	\$42,000.00	100.0%	\$
33	Hot Mix Asphalt, ST, 9.5 mm Mixture, Surface Course	1300	Ton	\$	213.00	\$	276,900.00	247.7	\$	52,760.10	1052.3	\$224,139.90	\$276,900.00	100.0%	\$
33.1	Hot Mix Asphalt, ST, 12.5 mm Mixture, Base Course	2600	Ton	\$	239.00	\$	621,400.00	3717.615	\$	888,509.99	-1117.615	\$-267,109.99	\$621,400.00	100.0%	\$
34	Vehicle Loop Assemblies	16	EA	\$	5,000.00	\$	80,000.00		\$	-	16	\$80,000.00	\$80,000.00	100.0%	\$
35	Select Backfill	15000	CY	\$	16.00	\$	240,000.00	6150.728	\$	98,411.65	8849.27	\$141,588.35	\$240,000.00	100.0%	\$
36	Crushed Stone Base	2000	CY	\$	50.00	\$	100,000.00	1088.761	\$	54,438.05	911.24	\$45,561.95	\$100,000.00	100.0%	\$
37	Establishment of Vegetation, Seeding	1500	SY	\$	5.00	\$	7,500.00		\$	-	1500	\$7,500.00	\$7,500.00	100.0%	\$
37.1	Establishment of Vegetation, Solid Soil	6800	SY	\$	8.00	\$	54,400.00	1375	\$	11,000.00	5425	\$43,400.00	\$54,400.00	100.0%	\$
38	Point Repair of 6" and Smaller Sewer Main, 0-6 ft.	100	LF	\$	400.00	\$	40,000.00	204.08	\$	81,632.00	-104.08	\$-41,632.00	\$40,000.00	100.0%	\$
38.1	Point Repair of 8" and Smaller Sewer Main, 6-8 ft.	100	LF	\$	500.00	\$	50,000.00	89.793	\$	44,896.50	10.207	\$5,103.50	\$50,000.00	100.0%	\$

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): 5th Ave and 13th Ave Utility Improvements									
Application Period: 9/1/20 to Current									
Application Number: 28 - Final									
Application Date: September 14, 2020									
Application Date: September 14, 2020									
Bid Item No.	Item	A				B			
		Contract Information				Contract Information			
		Item Quantity	Units	Unit Price	Total Value	Item Quantity	Units	Unit Price	Total Value
38.2	Point Repair of 8" and Smaller Sewer Main 8-10 ft.	100	LF	\$ 600.00	\$ 60,000.00	14		\$ 8,400.00	\$ 8,400.00
38.3	Point Repair of 8" and Smaller Sewer Main 10-14 ft.	100	LF	\$ 700.00	\$ 70,000.00	32.5		\$ 22,750.00	\$ 22,750.00
39	8" SDR-26 Sewer Main w/Select Bedding	400	LF	\$ 45.00	\$ 18,000.00	420		\$ 18,900.00	\$ 18,900.00
C.O.1	8" Hot Tap of 16" Cast Iron Main	1	EA	\$ (4,400.00)	\$ (4,400.00)	1		\$ (4,400.00)	\$ (4,400.00)
	8" Hot Tap of 16" PCOP Main	1	EA	\$ 18,413.25	\$ 18,413.25	1		\$ 18,413.25	\$ 18,413.25
C.O.2	Reduction in quantity due to inability to CIPP Segments	3500	LF	\$ (27.00)	\$ (94,500.00)	3500		\$ (94,500.00)	\$ (94,500.00)
C.O.2 - Add	Unforeseen exploratory excavations	1	LS	\$ 8,290.00	\$ 8,290.00	1		\$ 8,290.00	\$ 8,290.00
C.O.2 - 28.0	Increase in replacement of 15" storm drains	192	LF	\$ 38.00	\$ 7,296.00	192		\$ 7,296.00	\$ 7,296.00
C.O.2 - 28.2	Increase in replacement of 24" storm drains	408	LF	\$ 60.00	\$ 24,480.00	408		\$ 24,480.00	\$ 24,480.00
C.O.2 - 39.0	Increase in replacement of sewer mains that were not candidates for CIPP	2561	LF	\$ 45.00	\$ 115,245.00	2561		\$ 115,245.00	\$ 115,245.00
C.O.3 - Final	Final Change Order 3	1	LS	\$ (458,812.81)	\$ (458,812.81)			\$	\$
Totals					\$ 4,862,451.44			\$ 4,862,451.43	\$ 4,862,451.44
									\$ (0.00)

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

Bond No. 9279503

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER:
(Name and address)

City Of Laurel
401 North 5th Avenue
Laurel, MS 39440

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Same as Below

PROJECT:
(Name and address)

CONTRACT DATED: February 23, 2018

5th and 13th Avenue Utility Improvements City of Laurel, Mississippi

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

, SURETY,

on bond of
(Insert name and address of Contractor)

DNA Underground LLC
16101 S. Swan Road
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 Laurel
401 North 5th Avenue
Laurel, MS 39440

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: September 16, 2020
(Insert in writing the month followed by the numeric date and year.)

Fidelity and Deposit Company of Maryland

(Surety)

By:

(Signature of authorized representative)

Stephen Wesley Price, Jr. Attorney-in-Fact

(Printed name and title)

Resident MS Agent Fisher Brown Bottrell

Attest:
(Seal):

Brody Buckley



Bond Number 9279503

Obligee City Of Laurel

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Stephen Wesley Price, Jr., its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

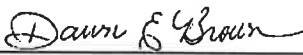
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of June, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: Robert D. Murray
Vice President




By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.




Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of September, 2020.



A handwritten signature in cursive script that reads "Brian M. Hodges".

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Contractor's Guarantee and Warranties

Project/Owner:

Project: 5th and 13th Avenue Utility
Improvements

Owner: City of Laurel
Address: P.O. Box 647
Laurel, MS 39441

Contractor:

Name: DNA Underground, LLC
Address: 16101 South Swan Road
Gulfport, MS 39503

Begin Warranty Date: 6/9/20

End Warranty Date: 6/9/21

TO OWNER:

The undersigned hereby certifies that DNA Underground, LLC does hereby guarantee all work performed on the above captioned Contract to be free from defective materials and workmanship for a period of (1) year.

By: 
Dustin Gartman, Owner

State of: Mississippi

County of: Harrison

Subscribed and sworn to before me this 18 day of September, 2020.

Notary Public: 

My Commission Expires: June 11, 2021



CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Project/Owner

Contractor

Project: 5th and 13th Avenue Utility Imp.

Name: DNA Underground, LLC

Address: P.O. Box 647
Laurel, MS 39441

Address: 16101 South Swan Road
Gulfport, MS 39503

Contractor License: 20907-MC

Owner: City of Laurel

Contract Date: 3/13/2018

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above mentioned project, and any and all other property owned by or the title to which is in the name of the above referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of One hundred twenty one thousand, five hundred sixty one dollars and twenty nine cents (\$ 121,561.29) constitutes the entire **unpaid** balance due the undersigned in connection with said project, whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this 18 day of September 2020

DNA Underground, LLC

Contractor

Witness to Signature:

Michele B. B. B.

By: [Signature]

Title: Owner

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

TO:

City of Laurel
P.O. Box 647
Laurel, MS 39441

CONTRACTOR'S PROJECT NO. _____

CONTRACT FOR:

5th and 13th Avenue Utility
Improvements

CONTRACT DATE

3/13/2018

PROJECT: 5th and 13th Avenue Utility Improvements
Laurel, MS

State of: Mississippi
County of: Harrison

The undersigned, hereby certifies that, except as listed below,
All previous progress payments received on account of the Work have been applied to discharge in full of
Contractor's obligations reflected in prior Request for Payment.

EXCEPTIONS: (If none, write "None". If required by Owner, the Contractor shall furnish bond satisfactory to
Owner for each exception.)

NONE

CONTRACTOR: DNA Underground, LLC.

(Address) 16101 S Swan Road
Gulfport, MS 39503

BY:

[Signature]

Subscribed and sworn to before me this 18 day of September, 2020.

Notary Public:

Michele D. Gillihan

My Commission Expires:

June 11, 2021



ONE PAGE

CHANGE ORDER NO. 3 (SUMMARY CHANGE ORDER)

OWNER: City of Laurel

CONTRACTOR: DNA Underground, LLC

PROJECT NAME: 5th and 13th Avenue Utility Improvements

REASON FOR CHANGE: Summary change to finalize quantities due to actual quantities varying from plan quantities. Adjustment of contract time for unforeseen delays.

You Are Hereby Requested to Comply with the Following Changes from the Contract Plans, Specifications and Contract Documents: (Use Additional Sheets if Required)

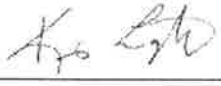
REVISION TO QUANTITIES							
ITEM NO.	CONTRACT ITEMS	PLAN QTY	ACTUAL QTY	CHANGE IN QTY	UNIT	UNIT COST	CONTRACT CHANGE
1.0	Mobilization	1	1	0	LS	\$ 210,000.00	\$ -
2.0	Site Work	1	1	0	LS	\$ 165,000.00	\$ -
3.0	Maintenance of Traffic	1	1	0	LS	\$ 80,000.00	\$ -
4.0	6" C-900 PVC Water Line, Incl. Select Bedding	1,400	1,260.21	-139.79	LF	\$ 28.00	\$ (3,914.04)
4.1	8" C-900 PVC Water Line, Incl. Select Bedding	17,000	16,461.15	-538.85	LF	\$ 30.00	\$ (16,165.50)
4.2	10" C-900 PVC Water Line, Incl. Select Bedding	800	750.42	-49.58	LF	\$ 37.00	\$ (1,834.46)
4.3	10" Ductile Iron Water Line, Incl. Select Bedding	140	106	-34	LF	\$ 70.00	\$ (2,380.00)
4.4	6" Ductile Iron Water Line, Incl. Select Bedding	80	0	-80	LF	\$ 60.00	\$ (4,800.00)
5.0	6" HDPE Water Line (Directional Drill)	3,000	2,810	-190	LF	\$ 82.00	\$ (15,560.00)
6.0	6" Hot Tap of 10" and Smaller Main	3	3	0	EA	\$ 3,000.00	\$ -
6.1	8" Hot Tap of 10" and Smaller Main	3	2	-1	EA	\$ 4,000.00	\$ (4,000.00)
6.2	8" Hot Tap of 12" PVC Main	1	1	0	EA	\$ 4,000.00	\$ -
6.3**	8" Hot Tap of 16" Cast Iron Main	0	0	0	EA	\$ 4,400.00	\$ -
6.4	10" Hot Tap of 10" Main	1	1	0	EA	\$ 5,500.00	\$ -
7.0	6" Line Stop	3	6	3	EA	\$ 5,000.00	\$ 15,000.00
7.1	8" Line Stop	3	1	-2	EA	\$ 5,500.00	\$ (11,000.00)
7.2	10" Line Stop	3	3	0	EA	\$ 8,500.00	\$ -
8.0	6" Valve Insertion	3	4	1	EA	\$ 7,000.00	\$ 7,000.00
8.1	8" Valve Insertion	3	1	-2	EA	\$ 7,400.00	\$ (14,800.00)
8.2	10" Valve Insertion	2	0	-2	EA	\$ 16,000.00	\$ (32,000.00)
9.0	Tie To Existing 4" and Smaller Main	20	22	2	EA	\$ 1,800.00	\$ 3,600.00
9.1	Tie to Existing 6" to 8" Main	45	45	0	EA	\$ 2,500.00	\$ -
9.2	Tie to Existing 10" Main	3	2	-1	EA	\$ 3,500.00	\$ (3,500.00)
10.0	Disconnect and Plug Existing 3" and Smaller Main	10	11	1	EA	\$ 750.00	\$ 750.00
10.1	Disconnect and Plug Existing 4" to 6" Main	40	35	-5	EA	\$ 900.00	\$ (4,500.00)
10.2	Disconnect and Plug Existing 8" to 10" Main	15	6	-9	EA	\$ 950.00	\$ (8,550.00)
11.0	3" and Smaller Gate Valve Assembly	5	9	4	EA	\$ 950.00	\$ 3,800.00
11.1	4" to 6" Gate Valve Assembly	35	48	13	EA	\$ 1,200.00	\$ 15,600.00
11.2	8" Gate Valve Assembly	60	62	2	EA	\$ 1,400.00	\$ 2,800.00
11.3	10" Gate Valve Assembly	8	5	-3	EA	\$ 2,800.00	\$ (8,400.00)
12.0	Fire Hydrant Removal	25	25	0	EA	\$ 200.00	\$ -
13.0	Fire Hydrant with Gate Valve Assembly	35	34	-1	EA	\$ 4,000.00	\$ (4,000.00)
14.0	Fittings, Ductile Iron, Mechanical Joint	15,000	15,224	224	LBS	\$ 8.00	\$ 1,792.00
15.0	Water Service Assembly from Proposed Main to Existing Meter (Long)	140	156	16	EA	\$ 1,150.00	\$ 18,400.00
15.1	Water Service Assembly from Proposed Main to Existing Meter (Short)	180	194	14	EA	\$ 750.00	\$ 10,500.00
16.0	Remove and Replace Existing Meters w/ Owner Supplied Meters	40	0	-40	EA	\$ 450.00	\$ (18,000.00)

17	Clean and CCTV 6" and Smaller Sewer Main	700	648.3	-51.7	LF	\$ 3.00	\$ (155.10)
17.1	Clean and CCTV 8" Sewer Main	16,000	20,143.05	4143.05	LF	\$ 3.00	\$ 12,429.15
17.2	Clean and CCTV 15" Sewer Main	2,000	1,678.80	-321.20	LF	\$ 3.50	\$ (1,124.20)
18	Reconstruction of 6" Sewer Main by CIPP	500	200	-300	LF	\$ 32.00	\$ (9,600.00)
18.1**	Reconstruction of 8" Sewer Main by CIPP	11,500	12,179.5	679.5	LF	\$ 27.00	\$ 18,346.50
19	Manhole Rehabilitation	340	311.75	-28.25	VLF	\$ 245.00	\$ (6,921.25)
20	Removal of Existing Manhole	6	8	2	EA	\$ 1,500.00	\$ 3,000.00
21	48" Diameter Concrete Manhole, 0 – 6 ft.	4	10	6	EA	\$ 3,200.00	\$ 19,200.00
21.1	48" Diameter Concrete Manhole, 6 – 8 ft.	2	3	1	EA	\$ 3,800.00	\$ 3,800.00
21.2	48" Diameter Concrete Manhole, 8 – 10 ft.	2	0	-2	EA	\$ 4,200.00	\$ (8,400.00)
22	Removal of Sewer Services	230	282	52	EA	\$ 200.00	\$ 10,400.00
23	Sewer Service Installation, Long	135	148	13	EA	\$ 650.00	\$ 8,450.00
23.1	Sewer Service Installation, Short	95	163	68	EA	\$ 450.00	\$ 30,600.00
24	Sewer Service CCTV Inspection, Long	45	34	-11	EA	\$ 215.00	\$ (2,365.00)
24.1	Sewer Service CCTV Inspection, Short	35	34	-1	EA	\$ 195.00	\$ (195.00)
24.2	Sewer Service Rehabilitation, Long	45	0	-45	EA	\$ 1,000.00	\$ (45,000.00)
24.3	Sewer Service Rehabilitation, Short	35	0	-35	EA	\$ 800.00	\$ (28,000.00)
25	Sewer Service Cleanout – Rehabilitated Service	80	50	-30	EA	\$ 275.00	\$ (8,250.00)
26	Removal of Existing Inlet/Junction Box	6	8	2	EA	\$ 1,200.00	\$ 2,400.00
27	Junction Box	1	1	0	EA	\$ 9,000.00	\$ -
27.1	B-9 Inlet	1	3	2	EA	\$ 3,500.00	\$ 7,000.00
27.2	SS-2 Curb Inlet	5	5	0	EA	\$ 4,000.00	\$ -
27.3	Gutter Inlet	2	2	0	EA	\$ 4,000.00	\$ -
28.0**	HDPE Stormwater Pipe, N12, WT, 15" Diameter	442	441.75	-0.25	LF	\$ 38.00	\$ (9.50)
28.1	HDPE Stormwater Pipe, N12, WT, 18" Diameter	40	35	-5	LF	\$ 41.00	\$ (205.00)
28.2**	HDPE Stormwater Pipe, N12, WT, 24" Diameter	628	675.83	47.83	LF	\$ 60.00	\$ 2,869.80
28.3	HDPE Stormwater Pipe, N12, WT, 36" Diameter	40	35	-5	LF	\$ 75.00	\$ (375.00)
29	Driveway Removal and Replacement, Gravel	150	83.88	-66.12	SY	\$ 20.00	\$ (1,322.40)
29.1	Driveway Removal and Replacement, Asphalt	400	0	-400	SY	\$ 22.00	\$ (8,800.00)
29.2	Driveway Removal and Replacement, Concrete	1,000	464.649	-535.351	SY	\$ 22.00	\$ (11,777.72)
30	Removal of Pavement, All Types, All Depths	11,500	9,653.76	-1,846.24	SY	\$ 8.00	\$ (14,769.90)
30.1	Removal of Concrete Slab Under Pavement	1,600	1,678.45	78.45	SY	\$ 8.00	\$ 627.60
31	Removal of Curb and Gutter, All Types	3,000	1,704.08	-1,295.92	LF	\$ 5.00	\$ (6,479.60)
31.1	Concrete Curb and Gutter	3,000	1,905.41	-1,094.59	LF	\$ 20.00	\$ (21,891.80)
32	Removal and Replacement of Sidewalk, All Types, All Thickness	700	839.822	139.822	SY	\$ 60.00	\$ 8,389.32
33	Hot Mix Asphalt, ST, 9.5 mm Mixture, Surface Course	1,300	247.7	+1,052.3	Ton	\$ 213.00	\$ (224,139.90)
33.1	Hot Mix Asphalt, ST, 12.5 mm Mixture, Base Course	2,600	3,717.62	1,117.62	Ton	\$ 239.00	\$ 267,109.99
34	Vehicle Loop Assemblies	16	0	-16	EA	\$ 5,000.00	\$ (80,000.00)
35	Select Backfill	15,000	6,150.73	-8,849.27	CY	\$ 16.00	\$ (141,588.35)
36	Crushed Stone Base	2,000	1,088.76	-911.24	CY	\$ 50.00	\$ (45,561.95)
37	Establishment of Vegetation, Seeding	1,500	0	-1,500	SY	\$ 5.00	\$ (7,500.00)
37.1	Establishment of Vegetation, Solid Sod	6,800	1,375	-5,425	SY	\$ 8.00	\$ (43,400.00)
38	Point Repair of 8" and Smaller Sewer Main, 0 – 6 ft.	100	204.08	104.08	LF	\$ 400.00	\$ 41,632.00
38.1	Point Repair of 8" and Smaller Sewer Main, 6 – 8 ft.	100	89.793	-10.207	LF	\$ 500.00	\$ (5,103.50)
38.2	Point Repair of 8" and Smaller Sewer Main, 8 – 10 ft.	100	14	-86	LF	\$ 600.00	\$ (51,600.00)
38.3	Point Repair of 8" and Smaller Sewer Main, 10 – 14 ft.	100	32.5	-67.5	LF	\$ 700.00	\$ (47,250.00)
39.0**	8" SDR-26 Sewer Main w/ Select Bedding	2,961	2,981	20	LF	\$ 45.00	\$ 900.00
CO1*	8" Hot Tap of 16" PCCP	1	1	0	LS	\$ 18,413.25	\$ -
CO2*	Unforeseen Excavations	1	1	0	LS	\$ 8,290.00	\$ -
* Item was not part of the original contract and was added by previously approved change orders. ** Original plan quantity was changed by previous change orders. Total Change = \$ (458,812.81)							

ORIGINAL CONTRACT AMOUNT:	\$	5,246,440.00
TOTAL CONTRACT CHANGES TO DATE:	\$	74,824.25
CURRENT CONTRACT AMOUNT:	\$	5,321,264.25
THIS CONTRACT CHANGE:	\$	(458,812.81) .82
REVISED CONTRACT AMOUNT:	\$	4,862,451.44
CURRENT CONTRACT COMPLETION DATE:		October 1, 2019
TIME EXTENSION REQUIRED BY CHANGE:		259 days
REVISED CONTRACT COMPLETION DATE:		June 16, 2020

NOTE: THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY:


Neel-Schaffer, Inc.
ENGINEER

9/14/2020

DATE

ACCEPTED BY:


DNA Underground, LLC
CONTRACTOR

9/19/20
DATE

APPROVED BY:

City of Laurel, Mississippi
OWNER

DATE