To Owner:	CITY OF BAY ST. LOUIS	Project:	Bay St. Louis Cleaning/TV	Application No:	6	Date: 03/30/2024
1	'		,	Period To:	03/30/24	
From (Contractor):	Gulf Coast Underground 5655 Middle Road Theodore, AL 36582	Contractor Job Number: Via (Architect):	23-3145	Architect's Project No: Contract Date:		
Phone:	251 725-0200	Contract For:				

Contractor's Application For Payment

Change Order	Summary		Additions	Deductions				
Change orders approved in previous months by owner								
Change orders approved this month	Number	Date Approved						
Totals								
Net change by	Net change by change orders							

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:

Coleman Miller

Date: 11 / 08 / 2024

	Original contract sum	1,558,635.45
	Net change by change orders	0.00
	Contract sum to date	1,558,635.45
	Total completed and stored to date	1,366,491.84
	Retainage	
	0.0% of completed work	0.00
	0.0% of stored material	0.00
	Total retainage	0.00
	Total earned less retainage	1,366,491.84
	Less previous certificates of payment	1,298,167.25
•	0.000% of taxable amount	0.00
(Current sales tax	0.00
	_	
(Current payment due	68,324.59
1	Balance to finish, including retainage	192,143.61

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ 66, 324.59

Architect

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this

Application and Certificate For Payment -- page 2

To Owner:

CITY OF BAY ST. LOUIS

From (Contractor): Gulf Coast Underground

Project:

Bay St. Louis Cleaning/TV

Application Total

Application No:

Contractor's Job Number:

Architect's Project No:

0.00

6

Date: 03/30/24

23-3145

Period To: 03/30/24

					Work Cor Previous A		Work Cor This P		Completed a	nd Stored To Date	€			
Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value									
Hamber	Description	FIICE	Quartery	UII	value	Quantity	Amount	Quantity	Amount	Quantity	Amount	%	Retention	Memo
00														
001	MOBILIZATION	33,658.4500	1.00	00 LS	33,658.45	100.00 %	33,658.45	0.00 %	0.00	100.00 %	33,658.45	100.0	0.00	
002	Maintenance of Traffic	36,050.0000	1.00	00 LS	36,050.00	100.00 %	36,050.00	0.00 %	0.00	100.00 %	36,050.00	100.0	0.00	
003	6™ CCTV & Standard Cleaning &	2.5000	16,000.00	00 LF	40,000.00	2,305.100	5,762.75	.000	0.00	2,305.100	5,762.75	14.4	0.00	
004	8"" CCTV & Standard Cleaning &	2.7500	240,000.00	00 LF	660,000.00	238,300.100	655,325.29	.000	0.00	238,300.100	655,325.29	99.3	0.00	
005	10™ CCTV & Standard Cleaning	3.0000	55,000.00	00 LF	165,000.00	35,821.900	107,465.70	.000	0.00	35,821.900	107,465.70	65.1	0.00	
006	12"" CCTV & Standard Cleaning	4.5000	15,000.00	00 LF	67,500.00	20,778.300	93,502.35	.000	0.00	20,778.300	93,502.35	138.5	0.00	
007	15"" CCTV & Standard Cleaning	7.6000	1,900.00	00 LF	14,440.00	1,062.200	8,072.72	.000	0.00	1,062.200	8,072.72	55.9	0.00	
008	18"" CCTV & Standard Cleaning	13.3500	1,900.00	00 LF	25,365.00	6,688.200	89,287.48	.000	0.00	6,688.200	89,287.48	352.0	0.00	
009	21"" CCTV & Standard Cleaning	15.4000	3,300.00	00 LF	50,820.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	
010	24"" CCTV & Standard Cleaning	17.4500	10,000.00	00 LF	174,500.00	9,590.400	167,352.48	.000	0.00	9,590.400	167,352.48	95.9	0.00	
011	6 [™] CCTV & Heavy Cleaning & Re	1.2000	1,600.00	00 LF	1,920.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	
012	8 ^{rm} CCTV & Heavy Cleaning & Re	1.2000	24,000.00	00 LF	28,800.00	6,765.600	8,118.72	.000	0.00	6,765.600	8,118.72	28.2	0.00	
013	10"" CCTV & Heavy Cleaning & R	1.2000	5,500.00	00 LF	6,600.00	650.500	780.60	.000	0.00	650.500	780.60	11.8	0.00	
014	12"" CCTV & Heavy Cleaning & R	2.0500	1,500.00	00 LF	3,075.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	
015	15"" CCTV & Heavy Cleaning & R	20.6000	190.00	00 LF	3,914.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	
016	18" CCTV & Heavy Cleaning & R	30.5500	190.00	00 LF	5,804.50	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	
017	21"" CCTV & Heavy Cleaning & R	35.7000	330.00	00 LF	11,781.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	
018	24"" CCTV & Heavy Cleaning & R	35.7000	1,000.00	00 LF	35,700.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	
019	Removal of Protruding Service	148.1000	100.00	00 EA	14,810.00	9.000	1,332.90	.000	0.00	9.000	1,332.90	9.0	0.00	
020	Reverse Set Up	495.9000	25.00	00 EA	12,397.50	16.000	7,934.40	.000	0.00	16.000	7,934.40	64.0	0.00	
021	Manholes Cleaning, CCTV & Repo	133.2000	1,250.00	0 EA	166,500.00	1,140.000	151,848.00	.000	0.00	1,140.000	151,848.00	91.2	0.00	
Total					1,558,635.45		1,366,491.84		0.00		1,366,491.84		0.00	

1,366,491.84

1,558,635.45

0.00

1,366,491.84



Contractor's Affidavit of Release of Liens

PROJECT: (Name and address)	ARCHITECT'S PROJECT NUMBER:	OWNER: 🔲
Bay St. Louis Citywide Sewer Cleaning and CCTV Inspection Project	CONTRACT FOR: General	ARCHITECT: □
	Construction CONTRACT DATED: 1/7/2024	CONTRACTOR: 🗹
TO OWNER: (Name and address) City of Bay St. Louis		SURETY:
		OTHER:

STATE OF: Alabama COUNTY OF: Mobile

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)

Gulf Coast Underground, LLC

5655 Middle Road

BY: Theodore, AL 36582

(Signature of authorized

representative)
Spencer Tuell, President

(Printed name and title)

Subscribed and sworn to before me on this date:

November 8, 2024

Notary Public: Maellsm Oay My Commission Expires: May 25, 2021

> MADISON DAY Notary Public Alabama State at Large



Contractor's Affidavit of Payment of Debts and Claims

Bay St. Louis Citweide Sawer Cleaning and CCTV Inspection Project TO OWNER: (Name and address) City of Bay St. Louis STATE OF: Alabama COUNTACT DATED: 177/2024 STATE OF: Alabama COUNTY OF: Mobile 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. AlA Document G707, Consent of Surety is required. AlA Document G707, Consent of Surety is required by the Owner: The following supporting documents should be attached hereto if required by the Owner: CONTRACTOR: (Name and address) CONTRACTOR: (Name and address) CONTRACTOR: (Name and address) CONTRACTOR: (Name and address) Sufficiently in any way be held responsible or encumbered. EXCEPTIONS: CONTRACTOR: (Name and address) Gulf Coast Underground, LLC 5655 Middle Road Theodore, AL 36582 BY: (Signapore of authorized representative) Spencer Tuell, President (Printed name and title) Subscribed and sworn to before me on this date: November 8, 2024 Notary Public: May 25, 2027 Notary Public: May 25, 2027	PROJECT: (Name and address)	ARCHITECT'S PROJEC	p==
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 is my 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 My Commission Expires: May 75, 2027	TO OWNER: (Name and address		eral Construction CONTRACTOR: No. 17/2024 SURETY:
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. AlA Document G707, Consent of Surety, may be used for this purpose Indicate Attachment			
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) CONTRACTOR: (Name and address) Gulf Coast Underground, LLC 5655 Middle Road Theodore, AL 36582 BY: (Signlature of authorized representative) Spencer Tuell, President (Printed name and title) Subscribed and sworn to before me on this date: November 8, 2024 Notary Public: Madden My Commission Expires: Mad 75, 2027	otherwise been satisfied for all r all known indebtedness and cla performance of the Contract ref	materials and equipment furni ims against the Contractor for	ished, for all work, labor, and services performed, and for damages arising in any manner in connection with the
 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 Gulf Coast Underground, LLC 5655 Middle Road Theodore, AL 36582 BY:	EXCEPTIONS:		
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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 My Commission Expires: May 25, 2027			(Signature of authorized representative)
Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof. Notary Public: Madlem Out Notary Public: Madlem Out My Commission Expires: May 25, 2027		,	•
Contractor's Affidavit of Release of Liens (AIA My Commission Expires: May 25, 2027 Document G706A).	Subcontractors and ma suppliers, to the extent accompanied by a list t	terial and equipment required by the Owner, hereof.	November 8,2024
		of Release of Liens (AIA	My Commission Expires: May 25, 2027

Notary Public Alabama State at Large

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

OWNER

ARCHITECT

CONTRACTOR

SURETY

OTHER

AIA DOCUMENT G707

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 W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, Ill, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH 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 FIDELITY AND DEPOSIT COMPANY OF MARYLAND 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 24th day of October, A.D. 2023.

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 24th day of October A.D. 2023, 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, deposeth 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.

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

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 of 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 TEST	TIMONY WHE	REOF, I have	e hereunto subscribed my	name and	affixed the corporate s	seals of the said C	Companies,
5th		November	, 2024		•		







Bv·

Mary Jean Pethick 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 reportsfelaims@zurichna.com 800-626-4577