

# **AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between **City of Bay St. Louis** ("Owner") and **DNA Underground, LLC** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows: **Bay St. Louis Unit Price Maintenance Contract for Concrete Flatwork**

## **ARTICLE 1—WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Bay St. Louis Unit Price Maintenance Contract for Concrete Flatwork**

## **ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

- A. The City of Bay St. Louis will issue task specific Work Orders to complete different types of concrete flatwork Work Orders under this Contract. Each work order will contain an estimate of quantities and the items necessary to complete the work, along with an estimate of days required to complete the specific project. The individual Work Orders under this term contract must be authorized by the Owner's Public Works Director.
- B. The contract term will be for one (1) year with the ability to renew for two (2) separate one (1) year terms if agreed to by the City and the Contractor. Not less than sixty (60) calendar days before the end of the term of the Contract, the Contractor shall notify the City in writing if the Contractor wishes to extend the contract for another one (1) year term. Any work assignments issued during an active term may extend past the end of the term, however, no new work assignments may be issued after the completion of a term without the extension of another one (1) year term. Either party may terminate the contract for convenience with a sixty (60) calendar day notice in writing. The City is not guaranteeing any amount of work, and the work at the end of one (1) year may be more or less than the total bid submitted. The City will review the performance of the successful Contractor and also reserves the right to extend this agreement for an additional three (3) years in one (1) year increments. Unless a project is determined to be an emergency by the Mayor and City Council, work authorizations will not be executed after March 30th of an election year. The newly elected Mayor and City Council will have the option to ratify the term contract or take other actions.
- C. Upon agreement to renew the contract by both the Owner and the Contractor, the original unit prices shall be adjusted in accordance with the federal specified Consumer Price Index (CPI) from the previous calendar year.

### ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Chiniche Engineering & Surveying (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

### ARTICLE 4—CONTRACT TIMES

#### 4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Work Orders.

#### 4.02 DELETED

#### 4.03 *Contract Times: Days*

- A. The Contractor must agree to commence work on each project as described in the Work Order under this unit price contract within a maximum time period of thirty (30) calendar days of receipt of the Work Order, unless the Owner grants a time extension. Failure to initiate work within thirty (30) calendar days for each Work Order will be justification by the Owner for termination of the Agreement.
- B. After issuing a Work Order, authorizing work under this Contract, the Owner and Contractor shall agree upon a schedule of an estimated date of commencement and completion of the work. Contractor’s failure to proceed with the work when good working conditions exist will also constitute justification for termination of the Agreement.
- C. The agreement will expire at the final payment for the last Work Order issued within one calendar year of this agreement’s effective date, or on the one-year anniversary of the agreement effective date, whichever is later. No Work Order may be issued after the one-year anniversary of the agreement’s effective date, unless the contract has been extended by the Owner.
- D. This Contract will be effective for one (1) year, 365 calendar days with the optional period for renewal of the contract in one (1) year increments for a total optional period not to exceed three (3) additional years after the original Contract time commences.

#### 4.04 DELETE

#### 4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion of each Work Order, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### 4.06 DELETE

### ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer or Owner.

C. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents the total amount authorized by the addition of the unit prices for the Work Order authorized in accordance with CONTRACTOR's Bid Proposal.

### ARTICLE 6—PAYMENT PROCEDURES

#### 6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer or Owner as provided in the General Conditions.

#### 6.02 *Progress Payments; Retainage*

A. Progress payments will not be made to the contractor.

B. Owner shall make full and final payments per Work Order on the basis of Contractor's Applications for Payment, provided that such Application for Payment has been submitted in a timely manner and otherwise meets the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

B. Retainage will not be withheld from payments.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the Work Order Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 DELETE

6.05 DELETE

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions (not attached)
  4. Supplementary Conditions (not attached)
  5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  6. Drawings (not attached but incorporated by reference) consisting of 16 sheets.
  7. Addenda (numbers 1 to 2, inclusive).
  8. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid Page
    - b. Bay St. Louis Addendum
  9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice of Award
    - b. Notice to Proceed.
    - c. Work Change Directives.
    - d. Change Orders.
    - d. Work Orders.
    - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).  
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Owner:

City of Bay St. Louis  
(typed or printed name of organization)

By: [Signature]  
(individual's signature)

Date: 4-13-26  
(date signed)

Name: Mike Favre  
(typed or printed)

Title: Mayor  
(typed or printed)

Attest: [Signature]  
(individual's signature)

Title: Deputy City Clerk  
(typed or printed)

Address for giving notices:

688 Hwy 90  
Bay St. Louis, MS 39520

Designated Representative:

Name: Jason Chiniche  
(typed or printed)

Title: Principal Engineer  
(typed or printed)

Address:

407 Hwy 90  
Bay St. Louis, MS 39520

Phone: (228) 461-6755

Email: jason@chiniche.com

*(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

DNA Underground, LLC  
(typed or printed name of organization)

By: [Signature]  
(individual's signature)

Date: 4/3/26  
(date signed)

Name: Kenny Stokes  
(typed or printed)

Title: Chief Operations Officer  
(typed or printed)

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: [Signature]  
(individual's signature)

Title: Office Manager  
(typed or printed)

Address for giving notices:

116101 S. Swan Road  
Gulfport, MS 39503

Designated Representative:

Name: Kenny Stokes  
(typed or printed)

Title: Chief Operations Officer  
(typed or printed)

Address:

116101 S. Swan Road  
Gulfport, MS 39503

Phone: 228-284-5049

Email: Kenny.dna@utilities@gmail.com

License No.: 20901-MC  
(where applicable)

State: Mississippi

## PERFORMANCE BOND

Bond No.43BCSJK3721

<b>Contractor</b> Name: DNA Underground LLC Address ( <i>principal place of business</i> ): 16101 S. Swan Road Gulfport, MS 39503	<b>Surety</b> Name: Hartford Fire Insurance Company Address ( <i>principal place of business</i> ): One Hartford Plaza Hartford, CT 06155-0001
<b>Owner</b> Name: City of Bay St. Louis Mailing address ( <i>principal place of business</i> ): 688 Hwy 90 St. Louis, MS 39520	<b>Contract</b> Description ( <i>name and location</i> ): Bay St. Louis Unit Price Maintenance Concrete for Concrete Flatwork  Contract Price: \$25,000.00 Effective Date of Contract:
<b>Bond</b> Bond Amount: \$25,000.00      Twenty Five Thousand Dollars and 00/100 Date of Bond: ( <i>Date of Bond cannot be earlier than Effective Date of Contract</i> ) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal DNA Underground LLC _____ ( <i>Full formal name of Contractor</i> )  By: _____ _____ ( <i>Signature</i> ) Name: <u>Kenny Stokes</u> _____ ( <i>Printed or typed</i> ) Title: <u>Chief operations officer</u> _____ Attest: <u>Kim Ladner</u> _____ ( <i>Signature</i> ) Name: <u>Kim Ladner</u> _____ ( <i>Printed or typed</i> ) Title: <u>Office Manager</u> _____	Surety Hartford Fire Insurance Company _____ ( <i>Full formal name of Surety</i> ) ( <i>corporate seal</i> )  By: _____ _____ ( <i>Signature</i> ) ( <i>Attach Power of Attorney</i> ) Name: <u>Stephen Wesley Price, Jr.</u> _____ ( <i>Printed or typed</i> ) Title: <u>Attorney-in-Fact</u> <u>Marsh</u> _____ Attest: _____ _____ ( <i>Signature</i> ) Name: <u>Blake Johnson</u> _____ ( <i>Printed or typed</i> ) Title: _____ _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: [Describe modification or enter "None"]

## PAYMENT BOND

Bond No.43BCSJK3721

<b>Contractor</b> Name: DNA Underground LLC Address ( <i>principal place of business</i> ): 16101 S. Swan Road Gulfport, MS 39503	<b>Surety</b> Name: Hartford Fire Insurance Company Address ( <i>principal place of business</i> ): One Hartford Plaza Hartford, CT 06155-0001
<b>Owner</b> Name: City of Bay St. Louis Mailing address ( <i>principal place of business</i> ): 688 Hwy 90 St. Louis, MS 39520	<b>Contract</b> Description ( <i>name and location</i> ): Bay St. Louis Unit Price Maintenance Concrete for Concrete Flatwork Contract Price: \$25,000.00 Effective Date of Contract:
<b>Bond</b> Bond Amount: \$25,000.00      Twenty Five Thousand Dollars and 00/100 Date of Bond: ( <i>Date of Bond cannot be earlier than Effective Date of Contract</i> ) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Contractor as Principal</b> DNA Underground LLC _____ ( <i>Full formal name of Contractor</i> ) By: _____ _____ ( <i>Signature</i> ) Name: <u>Kenny Stokes</u> _____ ( <i>Printed or typed</i> ) Title: <u>Chief operations officer</u> _____ Attest: <u>Kim Ladner</u> _____ ( <i>Signature</i> ) Name: <u>Kim Ladner</u> _____ ( <i>Printed or typed</i> ) Title: <u>Office Manager</u> _____	<b>Surety</b> Hartford Fire Insurance Company _____ ( <i>Full formal name of Surety</i> ) ( <i>corporate seal</i> ) By: _____ _____ ( <i>Signature</i> ) ( <i>Attach Power of Attorney</i> ) Name: <u>Stephen Wesley Price, Jr.</u> _____ ( <i>Printed or typed</i> ) Title: <u>Attorney-in-Fact</u> _____ Attest: <u>Marsh</u> _____ ( <i>Signature</i> ) Name: <u>Blake Johnson</u> _____ ( <i>Printed or typed</i> ) Title: _____ _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: [Describe modification or enter "None"]

# POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity  
and Claims to:

THE HARTFORD  
BOND, T-14  
One Hartford Plaza  
Hartford, Connecticut 06155  
Bond.Claims@thehartford.com  
call: 888-266-3488 or fax: 860-767-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: SurePath

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint

**Stephen Wesley Price, Jr. of Ridgeland, MS**

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 43BCSJ3721  
City of Bay St. Louis

on behalf of DNA Underground LLC

naming

as Obligee in the amount of See Bond Form

on guarantee 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.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Phyllis A. Clark*

Phyllis A. Clark, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

SS. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Marluz Arce*

Marluz Arce  
My Commission HH 287363  
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, 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 effective as of \_\_\_\_\_.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President

CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR THE

**Bay St. Louis Unit Price Maintenance Contract  
for Concrete Flatwork**

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Plan holders please acknowledge the receipt of **Addendum 1** for:

**Bay St. Louis Unit Price Maintenance Contract for Concrete Flatwork**

Dated January 6, 2026, and issued by Chiniche Engineering and Surveying, by signing below and returning document via email to the Project Manager at [carrie@chiniche.com](mailto:carrie@chiniche.com).

Accepted by: Kim Padner

Date: 1/7/26

Company: DNA Underground, LLC



Plan holders please acknowledge the receipt of **Addendum 2** for:

**Bay St. Louis Unit Price Maintenance Contract for Concrete Flatwork**

Dated February 16, 2026, and issued by Chiniche Engineering and Surveying, by signing below and returning document via email to the Project Manager at [carrie@chiniche.com](mailto:carrie@chiniche.com).

Accepted by: *Kurt Jader*

Date: 2/16/26

Company: DNA Underground, LLC

## 00700 BID PROPOSAL

### BID PROPOSAL

Proposal of DNA Underground, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of MISSISSIPPI doing business as a Limited Liability Company (insert: corporation, partnership, limited liability company, or individual) to the CITY OF BAY ST. LOUIS (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

#### **Bay St. Louis Unit Price Maintenance Contract for Concrete Flatwork**

In strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to their own organization, that this BID has been developed independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

The Bidder understands the nature of a maintenance project and that the project may consist of one, two, or numerous project(s) called Work Orders (WO) which will be issued as work is available and needed by the City of Bay St. Louis.

The Bidder understands and agrees that the City of Bay St. Louis is only obligated to issue one work order under the Bay St. Louis Unit Price Maintenance Contract for Concrete Flatwork.

The Bidder hereby understands and agrees with the process outlined for Work Orders in section 00900 Agreement Between Owner and Contractor.

## **00700 BID PROPOSAL**

The bidder also understands and agrees with the difference between "Necessary Repair Work Orders", "Urgent Repair Work Orders" and "Emergency Repair Work Orders" and that the response time requirements differ as well as compensation.

The bidder further agrees that "response time" as it relates to Urgent Repair Work Orders and Emergency Repair Work Orders shall mean the time it takes the contractor to adequately mobilize (as determined by the City Engineer, his authorized representative or the Owner) equipment, labor, and materials to the project site to perform subsurface investigation and perform the repair/replacement. The "response time" shall start when the contractor's emergency contact number is called by an authorized member of the City's staff.

Bidder hereby agrees to be available for work under this contract on a date to be specified in the written "Notice to Proceed" from the City of Bay St. Louis. The bidder agrees to complete individual Work Order(s) on or before the Completion Date identified on each Work Order.

Completion of Work Order shall include mobilization to the site; subsurface investigation; repair/replacement; project site clean-up and demobilization; submittal of as-built drawings as required; and submittal of pay request in a manner satisfactory to the Engineer or Owner.

The bidder further understands and agrees that the City of Bay St. Louis is only obligated to issue one delivery order under this contract. The bidder understands that the contract will end one calendar year from the issued Notice to Proceed and that 2 (two) additional one year option periods may be exercised by the City of Bay St. Louis, which could increase the contract time up to 36 months. The bidder further understands and agrees that the option periods, if exercised shall be bound by all the same requirements stated above and elsewhere in the specification. (Refer to the last page of this document for CPI adjustment factor procedure.)

**00700 BID PROPOSAL**

BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: 1 DATE: 1/6/20  
NUMBER: 2 DATE: 2/10/20  
NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

By submitting this BID, the BIDDER certifies that they have thoroughly examined the plans, specifications and contract documents and have visited the job site to inform themselves fully of the conditions at the site relating to the completion of the project.

In accordance with the requirements of the Plans, Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools, and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified below.

BIDDER further agrees to execute the contract agreement as bound herein within **ten (10)** days after receipt of contract forms from the OWNER.

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Work Order completion date specified in a written and authorized Work Order that they fail to complete the work unless the Work Order Time is extended by a written Change Order.

## **00700 BID PROPOSAL**

BIDDER also proposes to execute a Performance Bond and Payment Bond, as shown in the Specifications, each in the amount of twenty-five thousand dollars (\$25,000.00). The Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond amount of five thousand dollars (\$5,000.00) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of their failure to execute the Contract as proposed.

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS when required to do so by the OWNER.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices:

### **NOTES:**

1. Any erasure change or alteration of any kind must be initialed by the BIDDER.

**00700 BID PROPOSAL**

**BID SCHEDULE**

TO: The City of Bay St. Louis  
 Owner

The undersigned, in compliance with the request for bids for the above referenced project hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda (if any) within the specified time of performance for the following UNIT PRICE amount:

**BID - Bay St. Louis Unit Price Maintenance Contract for Concrete Flatwork**


ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE
01500A	MOBILIZATION: NECESSARY REPAIR (30 DAYS)	1	LS	-
01500B	MOBILIZATION: URGENT REPAIR (24 HOURS)	1.12	LS	-
01500C	MOBILIZATION: EMERGENCY REPAIR (4 HOURS)	1.25	LS	-
02020A	EROSION CONTROL	1	LS	-
01510A	MAINTENANCE OF TRAFFIC	1	LS	-
02000A	REMOVAL OF OBSTRUCTION	1	EA	900 <sup>00</sup>
02000B	REMOVAL AND REINSTALLATION OF OBSTRUCTION	1	EA	1,800 <sup>00</sup>
02000C	SAW CUT (ALL TYPES & THICKNESSES)	1	LF	8 <sup>00</sup>
02000D	REMOVAL OF CURB AND GUTTER (ALL TYPES)	1	LF	12 <sup>00</sup>
02000E	REMOVAL OF CONCRETE SIDEWALKS (ALL THICKNESSES)	1	SY	14 <sup>00</sup>
02000F	REMOVAL OF PAVEMENT (ALL TYPES & THICKNESSES)	1	SY	17 <sup>00</sup>
02600A	CAST-IN-PLACE CONCRETE (DRAINAGE STRUCTURES)	1	CY	1,700 <sup>00</sup>
02600B	CAST IRON GRATINGS	1	LB	10 <sup>00</sup>
03000A	EXCAVATION	1	CY	19 <sup>00</sup>
03000B	SELECT BACKFILL	1	CY	25 <sup>00</sup>
03000C	GEOTEXTILE FABRIC	1	SY	7 <sup>00</sup>
03000D	GEOGRID	1	SY	9 <sup>00</sup>

**00700 BID PROPOSAL**

03000E	GRAVEL DRIVEWAYS (6" THICK)	1	SY	26 <sup>00</sup>
03000F	NO.5 DEFORMED BARS	1	LB	18 <sup>00</sup>
03000G	SMOOTH DOWEL BARS	1	LB	19 <sup>00</sup>
03000H	REINFORCING STEEL	1	LB	7 <sup>00</sup>
03000I	CONCRETE CURB (ALL TYPES)	1	LF	66 <sup>00</sup>
03000J	SLOTTED CURB	1	LF	66 <sup>00</sup>
03000K	CONCRETE CURB AND GUTTER	1	LF	66 <sup>00</sup>
03000L	CONCRETE SIDEWALK (4" THICK) (<10 SY)	1	SY	108 <sup>00</sup>
03000M	REMOVAL AND REINSTALLATION OF CONCRETE SIDEWALK (4" THICK) (<10 SY)	1	SY	122 <sup>00</sup>
03000N	CONCRETE SIDEWALK (4" THICK) (10 SY - 20 SY)	1	SY	102 <sup>00</sup>
03000P	REMOVAL AND REINSTALLATION OF CONCRETE SIDEWALK (4" THICK) (10 SY - 20 SY)	1	SY	116 <sup>00</sup>
03000Q	CONCRETE SIDEWALK (4" THICK) (>20 SY)	1	SY	97 <sup>00</sup>
03000R	REMOVAL AND REINSTALLATION OF CONCRETE SIDEWALK (4" THICK) (>20 SY)	1	SY	111 <sup>00</sup>
03000S	CONCRETE PAVEMENT (6" THICK) (<10 SY)	1	SY	112 <sup>00</sup>
03000T	REMOVAL AND REINSTALLATION OF CONCRETE PAVEMENT (6" THICK) (<10 SY)	1	SY	129 <sup>00</sup>
03000U	CONCRETE PAVEMENT (6" THICK) (10 SY - 20 SY)	1	SY	106 <sup>00</sup>
03000V	REMOVAL AND REINSTALLATION OF CONCRETE PAVEMENT (6" THICK) (10 SY - 20 SY)	1	SY	123 <sup>00</sup>
03000W	CONCRETE PAVEMENT (6" THICK) (>20 SY)	1	SY	100 <sup>00</sup>
03000X	REMOVAL AND REINSTALLATION OF CONCRETE PAVEMENT (6" THICK) (>20 SY)	1	SY	117 <sup>00</sup>
03000Y	ADA SLOPED CONCRETE PAVEMENT (4" THICK)	1	SY	108 <sup>00</sup>
03000Z	REINFORCED CONCRETE PAVEMENT	1	CY	770 <sup>00</sup>
03000AA	WASHED AGGREGATE FINISH	1	SY	23 <sup>00</sup>
03000AB	ADA TRUNCATED DOMES	1	EA	750 <sup>00</sup>
04000A	TOPSOIL	1	CY	33 <sup>00</sup>
04000B	SOLID SODDING	1	SY	16 <sup>00</sup>
04000C	HYDROSEEDING	1	SY	5 <sup>00</sup>
			<b>BID TOTAL</b>	<b>\$ 7,837<sup>00</sup></b>

**00700 BID PROPOSAL**

**CONTRACTOR**

Signature:   
Print: Kenny Stokes  
Title: Chief Operations Officer  
Address: 16101 S. Swan Road  
Gulfport, MS 39503

**CERTIFICATE OF RESPONSIBILITY NUMBER:**

20907-MC

**\*Documentation requested below is required for submission of bid.**

1. Provide E-Verification number  
855720
2. Provide UEI Number and status  
JCNGNSAM97L5

**CPI ADJUSTMENT PROCEDURE**

If the contract is renewed after one (1) calendar year by the City of Bay St. Louis, the unit prices listed in the contract shall be adjusted as follows: The unit prices shall be adjusted once at the beginning of each renewal term by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), South Region for the twelve (12)-month period immediately preceding the renewal date. The adjusted unit prices shall be used for all billings during the renewed one-year contract period.

**CPI PERCENTAGE CHANGE CALCULATION**

The percentage change in CPI shall be calculated as follows:

1. CPI for the last month immediately before the renewal period  
(e.g., December 2026)

## 00700 BID PROPOSAL

2. Minus CPI for the same month of the prior calendar year  
(e.g., December 2025)
3. Equals the index point change
4. Divide the index point change by the CPI for the prior-year month  
(e.g., December 2025)
5. Multiply the result by 100 to obtain the percent change

**Formula:**

$$\text{Percent Change} = \frac{\text{CPI}_{\text{current}} - \text{CPI}_{\text{prior year}}}{\text{CPI}_{\text{prior year}}} \times 100$$

**END OF SECTION**

## Addendum to City of Bay St. Louis Contracts

**This Addendum between the City of Bay St. Louis, Mississippi (“BSL”) and (“Contractor”) is an integral part of the contract. Contractor acknowledges that BSL is a governmental entity and is subject to the laws of the State of Mississippi governing actions of governmental bodies. Contractor further acknowledges that BSL does not waive, relinquish or forfeit any of the rights, benefits, protections, guaranties or prohibitions that may be provided under any law, statute, regulation or policy. The parties agree that this Addendum is incorporated into the contract and agree that should any provision of the contract conflict with this Addendum, the terms of the Addendum control.**

1. BSL contracts are governed by the laws of the State of Mississippi. Any provision that purports to set venue outside of the State of Mississippi is deleted.

U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

2. BSL does not waive its sovereign immunity. BSL shall only be responsible for liability resulting from the negligent actions of its officers, agents, and employees acting within the course and scope of their official duties.

Miss. Code Ann. § 11-46-1, et seq.

3. BSL does not waive its Constitutional Eleventh (11<sup>th</sup>) Amendment immunity.

U.S. Const. Amend. XI.

4. Any reference to BSL waiving its right to a trial by jury are deleted.

Miss. AG Op., Chamberlin (October 18, 2002).

5. BSL does not agree to any provisions wherein the credit of the State of Mississippi is pledged or loaned in aid of any person, association, or corporation.

Miss. Const. Art. 14 § 258; Miss. AG Op., Stringer (January 25, 2006).

6. Any reference to payment of attorney’s fees by BSL are deleted.

Miss. AG Op., Nowak (January 23, 2009); Miss. AG Op., Stringer

(January 25, 2006).

7. BSL does not agree to pay extra compensation, fees, or allowances after service rendered or contract made, or for any payment not authorized by law.

Miss. Const. Art. 4, § 96; Miss. AG Op., Stringer (January 25, 2006).

8. Any references to BSL limiting BSL's damages to the contract price or any other set amount are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

9. Any references to BSL indemnifying or holding harmless the Contractor or any other party are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

10. Any provisions limiting the time for BSL to pursue legal action are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

11. Any reference to BSL waiving any cause of action it may have against Contractor or any other party as a result of Contractor's breach of the contract, or Contractor's own negligence or willful misconduct or the negligence or willful misconduct of Contractor's employees or agents are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

12. Any reference to BSL limiting damages, remedies or waiving any claim are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

13. Any provisions giving the Contractor exclusive control over litigation are deleted. BSL does not agree that Contractor may represent, prosecute or defend legal actions in the name of BSL.

14. Any references to BSL submitting to binding arbitration are deleted.

Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002)

15. With the exception of any expressed limitation of remedies for breach of implied warranties of merchantability and fitness for a particular purpose concerning computer software and services performed on computer hardware and computer software, which are sold between merchants,

any provisions which would limit the Contractor's liability to BSL or allow Contractor to waive any applicable warranties (express or implied) are deleted.

Miss. Const. Art. 4 § 100; Miss. Code Ann. §75-2-719; Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Chamberlin (October 18, 2002); Miss. AG Op., Long (February 22, 2009).

16. Any references to BSL limiting or waiving any common law warranty are deleted.

Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

17. BSL does not make any warranty.

Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

18. BSL will deliver payments to Contractor. Any provision that requires BSL pay Contractor any late charges is governed by Miss. Code Ann. § 31-7-305.

19. BSL is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1, et seq., and the Mississippi Accountability and Transparency Act of 2008, Miss. Code Ann. § 27-104-151, et seq.

20. Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq., and will register and participate in the status verification system for all newly hired employees. Any provision penalizing BSL for hiring an employee who works for the Contractor is deleted.

21. The continuance of any BSL contract is based on the availability of funds. Should there be no funds available for any succeeding funding period; the contract will be cancelled as of the end of the funding period with no further obligation on the part of BSL. This contract is cancellable with thirty (30) days' notice to the vendor at the end of the fiscal period if the event funds are not appropriated by the funding authority. (Any property covered by a lease shall be returned to lessor).

22. Any provision requiring BSL to name the contractor as an additional insured is deleted.


23. Neither party may assign its rights or delegate its duties under the contract without the prior written consent of the other party, which shall not be unreasonably withheld.

24. Contractor recognizes that BSL, as a political subdivision of the State of Mississippi, enters into this contract only to the extent authorized by Mississippi law.

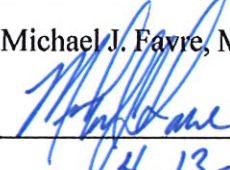
25. Contractor acknowledges that the individual executing the contract on behalf of BSL is doing so only in his/her official capacity only, and to the extent that any provision contained in the

contract exceeds his/her authority, Contractor agrees that it will not look to that individual in his/her personal capacity or otherwise seek to hold him/her individually liable for exceeding such authority.

**CONTRACTOR**

By:   
(Original Signature of Principal or General Agent)  
NAME/TITLE Kenny Stokes, Chief operations officer  
COMPANY: DNA Underground, LLC  
DATE: 4/3/26

**CITY OF BAY ST. LOUIS, MISSISSIPPI**

By: Michael J. Favre, Mayor  
SIGNATURE:   
DATE: 4-13-26





**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Fisher Brown Bottrell, a Marsh &amp; McLennan Agency, LLC</b>		NAMED INSURED <b>DNA Underground LLC</b> 16101 S. Swan Road Gulfport, MS 39503	
POLICY NUMBER <b>SEE PAGE 1</b>		EFFECTIVE DATE: <b>SEE PAGE 1</b>	
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations**

The general liability policy contains blanket additional insured wording on a primary & non-contributory basis when required by written contract. The automobile liability policy contains blanket additional insured wording when required by written contract. The umbrella policy includes additional insureds as provided by the underlying general liability and/or automobile liability policies when required by written contract. The General Liability, Auto Liability, Workers compensation & Umbrella liability (as per underlying) policies include blanket waiver of subrogation when required by written contract. Dustin Gartman and Kenny Stokes are excluded from Worker's Compensation coverage. All coverage is subject to policy terms, conditions and exclusions.