

DNA Underground, LLC
16101 S Swan Road
Gulfport, MS 39503
Certificate of Responsibility No. 20907-MC

Enclosed Bid For:
Mitchell Road Crossdrains

CITY OF TUPELO, MISSISSIPPI

City of Tupelo, Mississippi
City Hall
1st Floor Purchasing, ATTN: Traci Dillard
71 East Troy Street
Tupelo, MS

**MITCHELL ROAD CROSSDRAINS
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2023-060PW)

Proposal of DNA Underground, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as DNA Underground, LLC.*

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for MITCHELL ROAD CROSSDRAINS within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

*Insert "a corporation", "a partnership", or "an individual" as applicable

**MITCHELL ROAD CROSSDRAINS
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2023-060PW)

The BIDDER agrees to perform all WORK for the construction of **MITCHELL ROAD CROSSDRAINS** as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

CONTRACT – MITCHELL ROAD CROSSDRAINS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE IN WORDS AND FIGURES</u>	<u>TOTAL PRICE</u>
1.	Mobilization	1 L.S.	<u>\$50,000⁰⁰</u> <u>fifty thousand</u> <u>dollars</u>	<u>\$50,000⁰⁰</u>
2.	Clearing and Grubbing	1 L.S.	<u>\$10,000⁰⁰</u> <u>ten thousand</u> <u>dollars</u>	<u>\$10,000⁰⁰</u>
3.	Removal of Asphalt Pavement	488 S.Y.	<u>\$10⁰⁰</u> <u>ten dollars</u>	<u>\$4,880⁰⁰</u>
4.	Removal of Pipe (All Type)	204 L. F.	<u>\$20⁰⁰</u> <u>twenty dollars</u>	<u>\$4,080⁰⁰</u>
5.	Removal of Flared End Section	8 Each	<u>\$190⁰⁰</u> <u>one hundred</u> <u>ninety dollars</u>	<u>\$1,520⁰⁰</u>
6.	Erosion Control Measures	1 L.S.	<u>\$10,000⁰⁰</u> <u>ten thousand</u> <u>dollars</u>	<u>\$10,000⁰⁰</u>
7.	Structure Excavation	1,107 C.Y.	<u>\$15⁰⁰</u> <u>fifteen dollars</u>	<u>\$16,605⁰⁰</u>
8.	Select Borrow Material	815 C.Y.	<u>\$28⁰⁰</u> <u>twenty eight</u> <u>dollars</u>	<u>\$22,820⁰⁰</u>
9.	Hot Mix Asphalt, ST (9.5 MM)	143 Ton	<u>\$305⁰⁰</u> <u>three hundred</u> <u>five dollars</u>	<u>\$43,615⁰⁰</u>
10.	Crushed Stone	304 C.Y.	<u>\$80⁰⁰</u> <u>eighty dollars</u>	<u>\$24,320⁰⁰</u>

11.	Bedding Material (Type 1 DOT Aggregate)	75 C.Y.	<u>\$ 76⁰⁰</u> <u>seventy six</u> <u>dollars</u>	\$ <u>5,700⁰⁰</u>
12.	Flowable Fill	110 C.Y.	<u>\$ 225⁰⁰</u> <u>two hundred</u> <u>twenty five dollars</u>	\$ <u>24,750⁰⁰</u>
13.	12' x 4' Precast Box Culvert	60 L.F.	<u>\$ 1,500⁰⁰</u> <u>one thousand five</u> <u>hundred dollars</u>	\$ <u>90,000⁰⁰</u>
14.	12' x 4' Precast Wing Wall	2 EA.	<u>\$ 13,000⁰⁰</u> <u>thirteen thousand</u> <u>dollars</u>	\$ <u>26,000⁰⁰</u>
15.	200# Rock Rip Rap	275 Ton	<u>\$ 73⁰⁰</u> <u>seventy three</u> <u>dollars</u>	\$ <u>20,075⁰⁰</u>
16.	Geotextile Fabric	500 S.Y.	<u>\$ 5⁵⁰</u> <u>five dollars and</u> <u>fifty cents</u>	\$ <u>2,750⁰⁰</u>
17.	51" x 32" Reinforced Concrete Arch Pipe	264 L.F.	<u>\$ 225⁰⁰</u> <u>two hundred twenty</u> <u>five dollars</u>	\$ <u>59,400⁰⁰</u>
18.	51" x 32" Reinforced Concrete Arch Flared End Section	12 Each	<u>\$ 2,400⁰⁰</u> <u>two thousand four</u> <u>hundred dollars</u>	\$ <u>28,800⁰⁰</u>
19.	15" HDPE Pipe	88 L.F.	<u>\$ 46⁰⁰</u> <u>forty six dollars</u>	\$ <u>4,048⁰⁰</u>
20.	15" Pipe Collar	1 EA.	<u>\$ 825⁰⁰</u> <u>eight hundred</u> <u>twenty five</u> <u>dollars</u>	\$ <u>825⁰⁰</u>
21.	15" Branch Connection	2 EA.	<u>\$ 825⁰⁰</u> <u>eight hundred</u> <u>twenty five dollars</u>	\$ <u>1,650⁰⁰</u>
22.	Maintenance of Traffic	1 L.S.	<u>\$ 10,000⁰⁰</u> <u>ten thousand</u> <u>dollars</u>	\$ <u>10,000⁰⁰</u>
23.	Diversion Channel	1 Each	<u>\$ 2,500⁰⁰</u> <u>two thousand five</u> <u>hundred dollars</u>	\$ <u>2,500⁰⁰</u>

24.	Solid Sodding	2,300 S.Y.	<u>\$12⁰⁰</u> <u>twelve dollars</u>	\$ <u>27,600⁰⁰</u>
25.	Construction Fencing	750 L.F.	<u>\$7⁰⁰</u> <u>seven dollars</u>	\$ <u>5,250⁰⁰</u>

TOTAL OF BID ITEMS (1-25) \$ 497,188⁰⁰

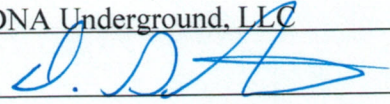
(TOTAL IN WORDS) \$ four hundred ninety seven thousand one hundred eighty eight
dollars and no cents

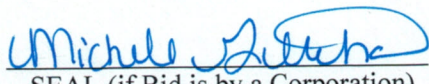
NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

RESPECTFULLY SUBMITTED:

Company DNA Underground, LLC
 Signature 
 Title Owner
 Address 16101 S Swan Road
Gulfport, MS 39503

Attest: 
 SEAL (if Bid is by a Corporation)

**MITCHELL ROAD CROSSDRAINS
CITY OF TUPELO, MISSISSIPPI**

BID BOND

Know all men by these presents, that we, the undersigned, DNA Underground LLC,
as Principal, and Hartford Fire Insurance Company
as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal
sum of Five Percent (5%) of Bid Amount for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 21st day of December, 20 23.

The Condition of the above obligation is such that whereas the Principle has submitted to THE CITY OF TUPELO, MISSISSIPPI, a certain Bid, attached hereto and hereby made a part of to enter into contract in writing, for the construction of:

MITCHELL ROAD CROSSDRAINS

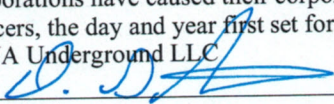
Now, therefore,

- (a) If said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principle shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection there with, and shall in all other respects perform the agreement created by the acceptance of said BID,


then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

In Witness whereof, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

DNA Underground LLC
 (L.S.)
(Principal)

Hartford Fire Insurance Company
(Surety)

By: 
Trina Cobb, Attorney-in-Fact Resident MS Agent/Fisher Brown Bottrell Insurance Inc.

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: FISHER BROWN BOTTRELL INS INC

Agency Code: 43-239145

- 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 Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

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

Taylor Leggett of Mobile AL, Angela Bullie, Amanda Jean Charfauros, Trina Cobb, Jerry Eugene Horner Jr., Peggy L. Jackson, Stephen Wesley Price Jr., Jerry G. Veazey, Jr., Jason J. Young of JACKSON, Mississippi

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle 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.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

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 December 21, 2023.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

American Rescue Plan Act (ARPA) Mandatory Addendum (6-5-2023)

Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that federal assistance from the US Department of Treasury under the American Rescue Plan Act (ARPA) will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, ARPA implementing regulations and any correlating regulations established by the Treasury Department, including but not limited to the following conditions:

Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and

- accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Minority and Women Business Enterprises

This contract was procured by the OWNER taking affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Contractor hereby agrees to comply with the following, or when otherwise applicable:

The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise).

Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- 1) Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- 2) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- 3) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- 4) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- 5) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and for the purposes of these requirements, a Minority Business Enterprise (MBE) is

defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

- 6) If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

Entities and contractors were previously required to provide proof of compliance to 2 CFR 200.321 by providing proof of submitting solicitation to the Mississippi Procurement Technical Assistance Program (MPTAP) *and* proof of targeted solicitation to DBE firms/vendors. Guidance from MDEQ dated May 1, 2023 requires awardees to show proof of compliance *by one of the two methods*, or both should they choose to. An email detailing the project should be sent to Agency Bid Bank agencybidbank@mississippi.org You should receive a confirmation to retain in order to demonstrate proof of compliance.

Copeland “Anti-Kickback” Act

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Contract Work Hours and Safety Standards Act

Contracts that are in excess of \$100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the

- sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Clean Air Act and Federal Water Pollution Control Act

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

Debarment and Suspension

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by OWNER. If it is later

determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to OWNER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Cities cannot award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

A Byrd Anti-Lobbying Certification is attached to these supplemental general conditions and execution is required for this contract.

Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Access to Records

The Contractor agrees to provide OWNER and the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

OWNER and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Comptroller General of the United States.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Publications

Any publications produced with funds from this award must display the following language: "This project is being supported in whole or in part by the American Rescue Plan Act (ARPA), federal award number [enter project FAIN] awarded to The City of Tupelo, Mississippi by the U.S. Department of the Treasury."

Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification (s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than

Mandatory Addendum to
All City of Tupelo Contracts
October 28, 2022

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the 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.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
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)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.
10. TUPELO may not and does not agree to the payment of attorney fees of a “prevailing party” unless specifically authorized by statute. E.g. Miss. Code Anno. § 31-7-309 (1972 as amended) payment of interest on outstanding invoice. Miss AG Op., Nowak, 2009 WL 367665 (Miss.A.G.).
11. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
12. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
13. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
14. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
15. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).
16. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. “Sensitive” means only those portions of data processing software, including the specifications and documentation, used to:
(a) Collect, process, store, and retrieve information which is exempt; (b) Control

and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

17. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.

MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).

18. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.

Miss. Code Anno. 21-27-1

19. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.


MS AG Ops. 2012-00013

20. All payments shall be made by TUPELO within forty-five (45) days of invoice, unless disputed. In the case of a bona fide dispute, TUPELO shall pay only the amount of the invoice not disputed. Interest shall be paid at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor.

Miss. Code Anno. §31-7-305 (1972 as amended)

Acknowledged and agreed:

CITY
Date:



CONTRACTING PARTY
Date: 12/21/23

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

DNA UNDERGROUND LLC
16101 S SWAN RD
GULFPORT, MS 39503

is duly registered and entitled to perform

- 1) CULVERTS AND DRAINAGE STRUCTURES
- 2) DEMOLITION
- 3) DIRECTIONAL BORING/PIPE INSTALLATION
- 4) DREDGING
- 5) HIGHWAY, STREET AND BRIDGE CONSTRUCTION
- 6) INSTALLATION OF LININGS AND COATINGS
- 7) MARINE CONSTRUCTION
- 8) UNDERGROUND UTILITIES

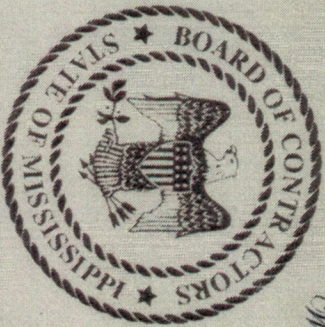
We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 22 day of Dec., 2023

CERTIFICATE OF RESPONSIBILITY

No. 20907-MC

Expires Dec. 22, 2024

Joel A. Canell,
CHAIRMAN OF THE BOARD





16101 S Swan Road
Gulfport, MS 39503
Phone/Fax: (228) 284-5049
Cell: (228) 216-0863

December 21, 2023

Mitchell Road Crossdrains

I, Dustin Gartman, hereby certify that I have read and understand the plans and contract documents for the above mentioned project and that I am the Owner of DNA Underground, LLC, and I am authorized to execute and submit proposals, bids and execute agreements on behalf of DNA Underground, LLC.

A handwritten signature in blue ink, appearing to read "D. Gartman", is written over a horizontal line.

(Signature of Affiant)

Subscribed and sworn to before me this 21 day of December, 2023

Michele Gillihan Notary Public

My Commission Expires: June 11, 2025





Michael Watson
SECRETARY OF STATE

Office of the Secretary of State
Jackson, Mississippi

DNA Underground LLC

Business ID: 1053261

The attached 3 pages are true and correct copies of documents filed in the Mississippi Secretary of State's Office pursuant to the Mississippi Code of 1972 Annotated.

This the 19th day of January, 2023.

Given under my hand and seal of office
the 19th day of January, 2023

A handwritten signature in black ink, appearing to read "Nitika Hill-Mack".

Nitika Hill-Mack, Director of Business Services

Certificate Number: CN23156494

Verify this certificate online at <http://corp.sos.ms.gov/corpcnv/verifycertificate.aspx>

F0108
Fee: \$



Michael Watson
SECRETARY OF STATE

2023031073

Business ID: 1053261
Filed: 01/19/2023 03:14 PM
Michael Watson
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136
TELEPHONE: (601) 359-1633

2023 LLC Annual Report

Business Information

Business ID: 1053261

Business Name: DNA Underground LLC

State of Incorporation: MS

Business Email: dnautilities@gmail.com

Phone: (***)***-****

FEIN: **-*****

Principal Address: 16101 S Swan Road, 16101 S Swan Road
Gulfport, MS 39503

Registered Agent

Name: Dustin Gartman

Address: 16101 S Swan Road
Gulfport, MS 39503

Managers and Members

Managers

Name:

Kenny Stokes
Manager

Address:

13048 Cable Bridge Road
Pass Christian, MS 39571

Members

Name:

Dustin Gartman
Member

Address:

16101 S Swan Road
Gulfport, MS 39503

Officers

Title/Name:

Address:

Director:

President:

Vice President:

Secretary:

Treasurer:

This LLC has a written Operating Agreement.

NAICS Code/Nature of Business

237990 - Other Heavy and Civil Engineering Construction

237310 - Highway, Street, and Bridge Construction

237110 - Water and Sewer Line and Related Structures Construction

Signature

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day ***01/19/2023***.

Name:

Dustin L Gartman
Member

Address:

16101 S Swan Road
Gulfport, MS 39503

Officers List

Name:

Kenny Stokes
Manager

Dustin Gartman
Member

Address:

13048 Cable Bridge Road
Pass Christian, MS 39571

16101 S Swan Road
Gulfport, MS 39503



Michael Watson
SECRETARY OF STATE

Office of the Secretary of State
Jackson, Mississippi

Certificate of Good Standing

I, MICHAEL WATSON, Secretary of State of the State of Mississippi, and as such, the legal custodian of the records as required by The Mississippi Limited Liability Company Act to be filed in my office do hereby certify:

DNA UNDERGROUND LLC

Registered the 9th day of October, 2014

A Mississippi Limited Liability Company has filed the necessary documents in this office and has obtained a certificate of formation under the provisions of The Mississippi Limited Liability Company Act as shown by the records in this office.

That the registered office of said Limited Liability Company is located at:

16101 S Swan Road
Gulfport, MS 39503

And that the registered agent at that address is:

Dustin Gartman

I further certify that said Limited Liability Company has paid the fees for filing the above papers required by law as shown by the records of this office, and that said Limited Liability Company is in good standing to do business in Mississippi at this time.

Given under my hand and seal of office
the 19th day of January, 2023

A handwritten signature in black ink that reads "Michael Watson".

Certificate Number: CN23156496

Verify this certificate online at <http://corp.sos.ms.gov/corpcnv/verifycertificate.aspx>