



YOUR PROJECT • OUR PRIORITY • NO EXCUSES

TRANSMITTAL

Attention:	<u>Mike Favre, Mayor</u>	From:	<u>Sarah Williams</u>
Company:	<u>City of Bay St. Louis</u>	Date:	<u>Friday, May 29, 2025</u>
Project Name:	<u>Court Street Community Center</u>	Project #:	<u>0317.23.002</u>
Re:	<u>Pay Application #07 Retainage</u>	CC:	<u></u>

☐ Urgent

☒ For Review

☐ Please Comment

☐ Please Reply

☐ For Your Record

Comments:

Mr. Favre, we have reviewed the attached Pay Application No. 07 from David Rush Construction, LLC for the above
referenced project and we recommend payment in the amount of Forty-Five Thousand, Three Hundred Fifty Dollars and
Sixty-Two Cents (\$45,350.62).

COURT STREET COMMUNITY CENTER REPAIRS

Application and Certificate for Payment

TO OWNER:		PROJECT:	APPLICATION NO:	007	Distribution to:	
CITY OF BAY ST. LOUIS 688 HIGHWAY 90 ST. LOUIS, MS 39520	BAY	COURT STREET COMMUNITY CENTER REPAIRS	PERIOD TO:	12/21/24 - 5/28/25	OWNER:	X
			CONTRACT FOR:		ENGINEER:	X
VIA ENGINEER:			CONTRACT DATE:	6/28/2024	CONTRACTOR:	
David Rush Construction, LLC 18391 Runnymede Rd Pass Christian, MS 39571		MP DESIGN GROUP, PLLC 918 HOWARD AVENUE, SUITE F BILOXI, MS 39530	PROJECT NO.:0317.23.002		FIELD:	
					OTHER:	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation sheet is attached.

Original Contract Sum	\$951,400.00
Net change by change orders	\$0.00
Contract sum to date (Line 1 + 2)	\$951,400.00
Total completed and stored to date	\$951,400.00
Retainage	
0.0% of completed work =	\$0.00
5.0% of stored material =	\$0.00
Total retainage =	\$0.00
Total earned less retainage	\$951,400.00
Less previous certificates for payment	\$906,049.38
Current payment due	\$45,350.62
Balance to finish including retainage	\$0.00

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

CONTRACTOR: David Rush Construction

By: David Rush

State of: Mississippi

County of: Hancock

Subscribed and sworn to before me
this 28th day of May 2025

Notary Public: Christa Carver

My commission expires: Nov. 8, 2027

Date: 05/28/25



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the contract documents, based on on-site observation and the data comprising this application, the Architect certifies to the Owner that to the best of the Architects knowledge information and belief the Work has progressed as indicated, the quality of the work is in accordance with the contract documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 45,350.62

OWNER:

By: Senk

Date: 05/30/2025

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved previously by owner	-	
Total approved this month	-	
TOTALS	-	-
Net changes by change order		-

Attachment to Payment Application #007

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use column I on Contracts where variable retainage may apply.

APPLICATION NO: 007
 APPLICATION DATE: 5/28/2025
 PERIOD TO: 12/21/24 - 5/28/25

A	B	C	D	E	F	G		H	I
Item #	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Site Mobilization	80,000.00	80,000.00	-	-	80,000.00	100.00%	-	-
2	Taxes	33,300.00	33,300.00	-	-	33,300.00	100.00%	-	-
3	Temporary Fence	5,000.00	5,000.00	-	-	5,000.00	100.00%	-	-
4	Clean Up	5,000.00	4,000.00	1,000.00	-	5,000.00	100.00%	-	-
	DEMOLITION								
	First Floor								
5	Remove vehicle barrier cable	3,500.00	3,500.00	-	-	3,500.00	100.00%	-	-
6	Remove all IPE wood tread	3,500.00	3,500.00	-	-	3,500.00	100.00%	-	-
7	Remove all curtain wall caps and demo perimeter sealant in its entirety	3,000.00	3,000.00	-	-	3,000.00	100.00%	-	-
8	Remove all doors. Demo hinges and thresholds.	500.00	500.00	-	-	500.00	100.00%	-	-
9	Demo broken glass panel in SR 101.	500.00	500.00	-	-	500.00	100.00%	-	-
	Second Floor								
10	Remove vehicle barrier cable	5,500.00	5,500.00	-	-	5,500.00	100.00%	-	-
11	Remove all IPE wood tread	3,500.00	3,500.00	-	-	3,500.00	100.00%	-	-
12	Remove all curtain wall caps and demo perimeter sealant in its entirety	3,000.00	3,000.00	-	-	3,000.00	100.00%	-	-
13	Remove all doors. Demo hinges and thresholds.	500.00	500.00	-	-	500.00	100.00%	-	-
14	Remove exterior wood decking	4,500.00	4,500.00	-	-	4,500.00	100.00%	-	-
15	Demo construction joint sealant	800.00	800.00	-	-	800.00	100.00%	-	-
16	Remove solar panel	9,000.00	9,000.00	-	-	9,000.00	100.00%	-	-

Continuation Sheet 2

APPLICATION NO: 007

APPLICATION DATE: 5/28/2025

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use column I on Contracts where variable retainage may apply.

PERIOD TO: 12/21/24 - 5/28/25

A	B	C	D	E	F	G		H	I
Item #	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	Third Floor								
17	Remove all IPE wood tread	4,000.00	4,000.00	-	-	4,000.00	100.00%	-	-
18	Remove all curtain wall caps and demo perimeter sealant in its entirety	3,000.00	3,000.00	-	-	3,000.00	100.00%	-	-
19	Remove all doors. Demo hinges and thresholds.	3,000.00	3,000.00	-	-	3,000.00	100.00%	-	-
20	Remove all pedestrian guardrail cables	5,600.00	5,600.00	-	-	5,600.00	100.00%	-	-
21	Demo wood decking and sleepers in its entirety.	10,500.00	10,500.00	-	-	10,500.00	100.00%	-	-
22	Demo exterior wood decking	3,500.00	3,500.00	-	-	3,500.00	100.00%	-	-
									-
	Roofing							-	-
23	Demo steel shade tubing	15,000.00	15,000.00	-	-	15,000.00	100.00%	-	-
24	Demo standing seam metal roof panel	7,500.00	7,500.00	-	-	7,500.00	100.00%	-	-

APPLICATION NO:	007
APPLICATION DATE:	5/28/2025
PERIOD TO:	12/21/24 - 5/28/25

[illegible]

Continuation Sheet 4

APPLICATION NO: 007
 APPLICATION DATE: 5/28/2025
 PERIOD TO: 12/21/24 - 5/28/25

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use column I on Contracts where variable retainage may apply.

A	B	C	D	E	F	G		H	I
Item #	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	Third Floor							-	
39	Repair all galvanized and carbon steel surfaces	148,000.00	148,000.00	-	-	148,000.00	100.00%	-	-
40	Reinstall cable handrail	3,500.00	3,500.00	-	-	3,500.00	100.00%	-	-
41	Reinstall doors removed	5,000.00	2,500.00	2,500.00	-	5,000.00	100.00%	-	-
42	Reinstall curtain wall cap and sealant	5,000.00	5,000.00	-	-	5,000.00	100.00%	-	-
43	Reinstall IPE wood decking	4,500.00	4,500.00	-	-	4,500.00	100.00%	-	-
44	Install new treads	4,500.00	4,500.00	-	-	4,500.00	100.00%	-	-
45	Install 2" bonded topping concrete	30,000.00	30,000.00	-	-	30,000.00	100.00%	-	-
	Roofing								
44	Build new overhang	22,000.00	22,000.00	-	-	22,000.00	100.00%	-	-
45	Install standing seam metal roof	25,000.00	25,000.00	-	-	25,000.00	100.00%	-	-
	Alternates #1								
46	Replacing louvers at A/C	15,000.00	15,000.00	-	-	15,000.00	100.00%	-	-
	Alternate #2								
47	Replace damaged glazing	23,000.00	23,000.00	-	-	23,000.00	100.00%	-	-
	Alternate #4								
48	Replacing all handrails with aluminum	153,400.00	145,000.00	8,400.00	-	153,400.00	100.00%	-	-
	Contingency Allowance	100,000.00						-	-
49	ASI 01 - Catwalk Roof Framing	2,436.56	2,436.56	-	-	2,436.56	100.00%	-	-
50	ASI 02 - Solar Panel Framing	(1,687.20)	(1,687.20)	-	-	(1,687.20)	100.00%	-	-
51	ASI 03 - Glass Panels	17,732.00	17,732.00	-	-	17,732.00	100.00%	-	-
52	ASI 04 - Exterior Painting	39,548.04	39,548.04	-	-	39,548.04	100.00%	-	-
54	ASI 05 - Elevator Lobby Painting	9,476.84	9,476.84	-	-	9,476.84	100.00%	-	-
55	ASI 06 - Dumpster Pad	17,015.00	17,015.00	-	-	17,015.00	100.00%	-	-
56	ASI 07 - Glazing Panels	2,309.00	2,309.00	-	-	2,309.00	100.00%	-	-
57	ASI 08 - Security Conduit	2,951.18	2,951.18	-	-	2,951.18	100.00%	-	-
58	ASI 09 - New Lighting Upgrades	10,218.58	-	10,218.58	-	10,218.58	100.00%	-	-
	TOTAL	\$ 951,400.00	\$ 929,281.42	\$ 22,118.58	\$ -	\$ 951,400.00	100.00%	\$ -	\$ -

Court St. Community Center Repairs

Contingency Tracking Report Log

Job No: 0317.23.002

Date:

Friday, May 29, 2025

Prepared By: MP Design Group

ALLOWANCES	ORIGINAL AMOUNTS	COSTS	BALANCES
1. Contingency Allowance	\$100,000.00		
ASI 01 - Catwalk Roof Framing		\$2,436.56	
ASI 02 - Solar Panel Framing		\$1,687.20	
ASI 03 - Glass Panels		\$17,732.00	
ASI 04 - Community Center Exterior Cleaning and Painting		\$39,548.04	
ASI 05 - Elevator Tower Interior Cleaning and Painting		\$9,476.84	
ASI 06 - Dumpster Pad		\$17,015.00	
ASI 07 - Glazing Panels		\$2,309.00	
ASI 08 - Security Conduit		\$2,951.18	
ASI 09 - New Lighting Upgrades		\$10,218.58	
Total Allowance Amount In Contract	\$100,000.00		
Total Allowance Money Spent to Date		\$100,000.00	
Total Allowance Money Remaining			\$0.00



David Rush Construction, LLC
18391 Runnymede Rd
Pass Christian, MS 39571
Phone: (228) 255-1286 Fax: (228) 255-8842

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

PROJECT NAME & NUMBER:COURT STREET COMMUNITY CENTER REPAIRS

OWNER

City of Bay St. Louis
688 Highway 90
Bay St. Louis, MS 39520

ENGINEER

MP Design Group, PLLC
918 Howard Avenue, Suite F
Biloxi MS 39530

CONTRACTOR

David Rush Construction
18391 Runnymede Road,
Pass Christian, MS 39571

The undersigned hereby certified that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the Owner, or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

List exceptions on an attached sheet.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment
2. Contractor's Release of Waiver of Liens, conditional upon receipt of final payment
3. Contractor's Affidavit of Release of Liens

Executed this 28th May 2025.

Signature of Contractor

David Rush - Managing Member

Printed Name and Title

STATE OF: Mississippi

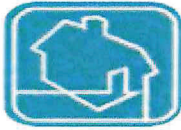
COUNTY OF: Hancock

The above named, David Rush, appeared before me this May 28th of 2025, and executed the foregoing document as by our act and deed.

Notary Public:

My Comission Expires: Nov. 8, 2027





David Rush Construction, LLC
18391 Runnymede Rd
Pass Christian, MS 39571
Phone: (228) 255-1286 Fax: (228) 255-8842

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT NAME & NUMBER: COURT STREET COMMUNITY CENTER REPAIRS

OWNER

City of Bay St. Louis
688 Highway 90
Bay St. Louis, MS 39520

ENGINEER

MP Design Group, PLLC
918 Howard Avenue, Suite F
Biloxi MS 39530

CONTRACTOR

David Rush Construction
18391 Runnymede Road,
Pass Christian, MS 39571

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

List exceptions on an attached sheet.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors, and material and equipment suppliers to the extent required by the Owner, accompanied by a list thereof.

Executed this 28th of May 2025.

Signature of Contractor

David Rush - Managing Member

Printed Name and Title

STATE OF: Mississippi

COUNTY OF: Hancock

The above named, David Rush, appeared before me this May 28th of 2025, and executed the foregoing document as by our act and deed.

Notary Public:

My Commission Expires: Nov. 8, 2027





David Rush Construction, LLC
18391 Runnymede Rd
Pass Christian, MS 39571
Phone: (228) 255-1286 Fax: (228) 255-8842

CONTRACTOR'S PARTIAL RELEASE OF LIENS

PROJECT NAME & NUMBER: COURT STREET COMMUNITY CENTER REPAIRS

OWNER

City of Bay St. Louis
688 Highway 90
Bay St. Louis, MS 39520

ENGINEER

MP Design Group, PLLC
918 Howard Avenue, Suite F
Biloxi MS 39530

CONTRACTOR

David Rush Construction
18391 Runnymede Road,
Pass Christian, MS 39571

Upon receipt and in consideration of the payment of \$45,350.62. Contractor warrants that all subcontractors, suppliers of materials, equipment, and labor have been or will be properly paid and that no may be placed on the owners property by the contractor, subcontractors, vendors, or suppliers for any material or equipment invoices for which payment has been made.

EXCEPTIONS:

List exceptions on an attached sheet.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment
2. Contractor's Release of Waiver of Liens, conditional upon receipt of final payment
3. Contractor's Affidavit of Release of Liens

Executed this 28th May 2025.

Signature of Contractor

David Rush - Managing Member

Printed Name and Title

STATE OF: Mississippi

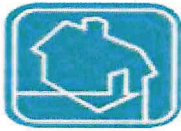
COUNTY OF: Hancock

The above named, David Rush, appeared before me this May 28th of 2025, and executed the foregoing document as by our act and deed.

Notary Public:

My Comission Expires: Nov. 8, 2027





David Rush Construction, LLC
18391 Runnymede Rd
Pass Christian, MS 39571
Phone: (228) 255-1286 Fax: (228) 255-8842

CONTRACTOR'S AFFIDAVIT CERTIFYING PAYMENT TO ALL SUBCONTRACTORS

PROJECT NAME & NUMBER: COURT STREET COMMUNITY CENTER REPAIRS

OWNER

City of Bay St. Louis
688 Highway 90
Bay St. Louis, MS 39520

ENGINEER

MP Design Group, PLLC
918 Howard Avenue, Suite F
Biloxi MS 39530

CONTRACTOR

David Rush Construction
18391 Runnymede Road,
Pass Christian, MS 39571

I acknowledge that, pursuant to Miss. Code ann. § 31-5-25 and H. B. 1562, laws of 2002, I am required to submit monthly certification indicating payments to subcontractors on prior payments requests. I, the undersigned contractor, do hereby certify that I have paid the following amounts to subcontractors for work which has been performed and incorporated into previous application for payment which were issued, and payment received from the owner on the project listed below. I understand that this document must be submitted monthly after the submittal, approval, and payment of pay application for payment #1.

SUBCONTRACTOR : ROBERT SMITH GLASS, INC.

AMOUNT: \$ 54,962.00

SUBCONTRACTOR :

AMOUNT: \$

SUBCONTRACTOR :

AMOUNT: \$

Executed this 28th of May 2025.

Signature of Contractor

David Rush - Managing Member

Printed Name and Title

STATE OF: Mississippi

COUNTY OF: Hancock

The above named, David Rush, appeared before me this May 28th of 2025, and executed the foregoing document as by our act and deed.

Notary Public:

My Commission Expires:

Nov. 8, 2027



COURT STREET COMMUNITY CENTER REPAIRS

Project No: 0317.23.002

Contingency Tracking Report Log

Date: May 28, 2025

ALLOWANCES	Original Amounts	Costs	Balances
1. Contingency Allowance	\$ 100,000.00		
ASI 01 - Catwalk Roof Framing		\$2,436.56	
ASI 02 - Solar Panel Framing		\$1,687.20	
ASI 03 - Glass Panels		\$17,732.00	
ASI 04 - Community Center Exterior Cleaning and Painting		\$39,548.04	
ASI 05 - Elevator Tower Interior Cleaning and Painting		\$9,476.84	
ASI 06 - Dumpster Pad		\$17,015.00	
ASI 07 - Glazing Panels		\$2,309.00	
ASI 08 - Security Conduit		\$2,951.18	
ASI 09 - New Lighting Upgrades		\$10,218.58	

Total Allowance Amount in Contract:

\$ 100,000.00

Total Allowance Money Spent to Date:

\$ 100,000.00

Total Allowance Money Remaining:

\$ -

David Rush Construction, LLC
18391 Runnymede Rd.
Pass Christian, MS 39571
Office (228) 255-1286

Start Date: 7/8/2024 (Mon)

Page 1 of 1



AIA[®]

Document G707™ – 1994

Consent Of Surety to Final Payment

Bond # 800084838

PROJECT: *(Name and address)*

0317.23.002 Court Street Community Center
Repairs, 122 Court Street, Bay St. Louis,
Mississippi 39520

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

CONTRACT FOR: Construction

ARCHITECT: ☐

TO OWNER: *(Name and address)*

City of Bay St. Louis
688 Hwy 90
Bay St. Louis, MS 39520

CONTRACT DATED:

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

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

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

, SURETY,

on bond of

(Insert name and address of Contractor)

David Rush Construction, LLC
18391 Runnymede Road
Pass Christian, MS 39571

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to

(Insert name and address of Owner)

City of Bay St. Louis
688 Hwy 90
Bay St. Louis, MS 39520

, OWNER,

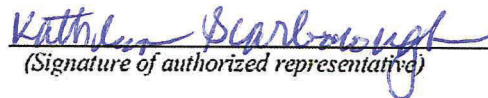
as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 24th, 2025

(Insert in writing the month followed by the numeric date and year.)

Atlantic Specialty Insurance Company

(Surety)


(Signature of authorized representative)

Kathleen Scarborough, Attorney-in-Fact

(Printed name and title)

Attest:

(Seal):





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Debbie Dunaway, Dewey Mason, James Eley Brashier, Jim E. Brashier, Julie C Livingston, Kathleen Scarborough, Patrick Mason, Susan Skrmetta, Troy P. Wagener**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

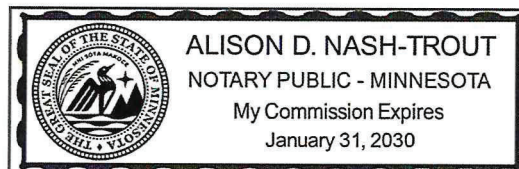
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 24th day of January, 2025



This Power of Attorney expires
January 31, 2030

Kara L.B. Barrow, Secretary