

EXCERPT FROM THE MINUTES OF THE MEETING OF THE
MISSISSIPPI TRANSPORTATION COMMISSION, AUGUST 12, 2025

Upon motion duly made with Commissioners Willie Simmons, John Caldwell and Charles Busby each voting yes, under the authority of the Commission, in conformity with and as spread on its minutes, the Executive Director is hereby authorized to concur in LPA Supplemental Agreement Number 1 on Project Number STP-0030-00(042)LPA/107961-701000 between Bottom 2 Top Construction, Inc. and City of Bay St. Louis in Hancock County. This project provides for the construction of sidewalks and drainage improvements along Beyer Drive. This agreement adds twenty (20) working days. This is necessary due to reducing the impact to residential lawns. The contract time will be revised from 76 working days to 96 working days. There is no additional cost associated with this agreement.

STATE OF MISSISSIPPI

COUNTY OF HINDS

I, Amy Hornback, Secretary, Mississippi Transportation Commission, do hereby certify that the above and foregoing is a true and correct copy of an Order of the Mississippi Transportation Commission of record in Minute Book 24, Page 452, of the Official Minutes of said Commission on file in its offices in the City of Jackson, Mississippi, duly adopted on the 12th day of August, 2025.

Witness my hand and official seal this the 18th day of August A.D., 2025.



AMY K. HORNBACK, SECRETARY
TRANSPORTATION COMMISSION
STATE OF MISSISSIPPI

City of Bay St. Louis
Project No. STP-0030-00(042)LPA /
107961-701000
SUPPLEMENTAL AGREEMENT NO. 01

WHEREAS, WE, Bottom 2 Top Construction, Contractor, and Old Republic Surety Company, Surety, entered into a contract with the City of Bay St. Louis, LPA, on the 31st day of July, for the construction of Federal Aid Project No. STP-0030-00(042)LPA / 107961-701000, Hancock county; and

WHEREAS: The project provides for the construction of sidewalks and drainage improvements along Beyer Drive; and

WHEREAS: The contract is set up to construct a 5' wide sidewalk, and improve drainage along Beyer Dr., and all other related items of work required to complete the project as shown and specified in the Contract Documents; and

WHEREAS: Due to public interest and in order to reduce the impact to residential lawns, the LPA requested the Engineer and Contractor to relocate the drainage system to below the sidewalk rather than behind the sidewalk, and

WHEREAS: This design change necessitated adjustments to all drain inlet boxes and the ordering of new ADA-compliant drain grates to ensure compliance with regulations, resulting in delays in procurement and adjustments to the construction timeline; and

WHEREAS: The contract time initially established was 76 working days; however, due to the LPA's request to modify the project design, an additional 20 working days are required for the Contractor to complete the project as per the revised design and to the satisfaction of the LPA; and

NOW, THEREFORE, It is mutually agreed by all parties to amend the original contract to allow for a time extension, enabling the Contractor to complete the project in compliance with the contract specifications and to the satisfaction of the LPA

Extension of Contract Time:

The contract time is hereby extended by 20 working days, resulting in a revised total contract time of 96 working days. The new completion date shall be determined based on the original start date and the additional working days granted.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

This Supplemental Agreement has been discussed with Chuck Starita, District LPA Coordinator, Greg Grodin, MDOT Construction Area Engineer, and Mitchell Young, MDOT LPA Division.

City of Bay St. Louis
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SUPPLEMENTAL AGREEMENT NO. 01

NOW, THEREFORE, WE, Bottom 2 Top Construction, Contractor, and Old Republic Surety Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 28th day of July, 2025

<u>Old Republic Surety Company</u> Surety	<u>Bottom 2 Top Construction, LLC</u> Contractor
By: <u>Debbie Dunaway</u> <u>7/28/25</u> Debbie Dunaway, Attorney-in-Fact Date	<u>Joseph R Raffeo Jr.</u> <u>7/28/2025</u> Date

RECOMMENDED FOR APPROVAL:

[Signature] 7/28/25
 LPA Project Engineer/Architect Date

Billy Green, P.E. 07-31-2025
 MDOT District Engineer Date

[Signature] 8/25/25 *
 MDOT State Construction Engineer Date

Earl Stang, Jr. for 8/21/25 * Book 24 Page 452
 MDOT Executive Director Date
 for the Mississippi Transportation Commission

APPROVED:

 LPA OFFICIAL Date

* {concurrence only for Supplemental Agreements adding a "stand-alone" time extension or exceeding \$100,000}

City of Bay St. Louis
Project No. STP-0030-00(042)LPA /
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SUPPLEMENTAL SHEET

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED:

The necessity of the additional work arises from the LPA's request to modify the project design. Originally, the drainage system was planned to be located behind the sidewalks, but the design was revised to incorporate the drainage within the sidewalks. This design change required adjustments to all drain inlet boxes and the ordering of new ADA-compliant drain grates, which comply with regulatory standards for installations within sidewalks. These adjustments caused delays due to the procurement and installation process. The requested time extension is essential to address these challenges and complete the project in compliance with the revised design specifications and to the satisfaction of the LPA.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

TROY WAGENER, DAVID FORTENBERRY, MARY NORVAL, KIM BARHUM, KATHLEEN B. SCARBOROUGH, DEWEY B. MASON, SUSAN M. SKRMETTA, JOSEPH R. BEATTIE, LISA R. BUTLER, PATRICK T. MASON, CHRIS BOONE, SHARON TUTEN, CHARLOTTE A. RAMSEY, DEBBIE DUNAWAY, JAMES ELEY BRASHIER of GULFPORT, MS

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than ball bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 15th day of May, 2025.

[Signature]

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

[Signature]

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 15th day of May, 2025, personally came before me, Alan Pavlic and Kevin J. Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



[Signature]

Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



87-0829

Signed and sealed at the City of Brookfield, WI this 28th day of July, 2025.

[Signature]

Assistant Secretary

ORSC 22282 (3-06)

ARTHUR J GALLAGHER RISK MGMT