October 14, 2026

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

RE: Ramoneda Street Sanitary Sewer Improvements
Pay Application #5 (Retainage) & Closeout Documents

Dear Mayor Favre,

Please find attached Pay Application #5 (Retainage) for Bottom 2 Top Construction, LLC in the amount due of $16,673.92 for the Ramoneda Street Sanitary Sewer Improvements project. The pay application has been reviewed, approved and payment is recommended.

Also attached are the following closeout documents for the project:

- Current Evidence of Insurance
- Consent of Surety of Final Payment
- Contractor's Affidavit of Release of Lien
- Contractor's Affidavit of Payment of all Debts and Claims
- Certificate of Substantial Completion

Thank you for your consideration with this matter and if you should have any questions or need additional information, please do not hesitate to contact me at 228-467-6755 or jason@chiniche.com.

Sincerely,

Jason Chiniche, P.E.

Jason Chiniche, P.E.
Principal Engineer

Enclosure

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA Document G702™-1992

TO OWNER: City of Bay St. Louis **PROJECT:** Ramoneda Sanitary Sewer

APPLICATION NO: 5-Final
PERIOD TO: 9/30/2026
CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS:

Distribution To:
OWNER ☐
ARCHITECT ☐
CONTRACTOR x
FIELD ☐
OTHER ☐

FROM CONTRACTOR: Bottom 2 Top Construction, LLC **VIA ARCHITECT:** Chinichi Engineering
16708 Hwy 67
Biloxi MS 39532

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	$	409,738.13
2. NET CHANGE BY CHANGE ORDERS	$	-76,259.85
3. CONTRACT SUM TO DATE *(Line 1 ± 2)*	$	333,478.28
4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)*	$	333,478.28
5. RETAINAGE:		
a. 5 % of Completed Work *(Columns D + E on G703)*	$	
b. 5 % of Stored Material *(Column F on G703)*	$	0.00
Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)*	$	
6. TOTAL EARNED LESS RETAINAGE *(Line 4 minus Line 5 Total)*	$	333,478.28
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT *(Line 6 from prior Certificate)*	$	316,804.36
8. CURRENT PAYMENT DUE	$	16,673.92
9. BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 minus Line 6)*	$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$	$ 76259.85
Total approved this month	$	$
TOTAL	$	$
NET CHANGES by Change Order	$ -76,259.85	

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

CONTRACTOR: Bottom 2 Top Construction, LLC

By: Joseph R Raffeo Jr. Date: 10/12/2026

State of: Mississippi

County of: Harrison

Subscribed and sworn to before me this the 12 day of October

in the year 2026.

Norary Public: Michele D Gillihan

My commission expires: June 11, 2029

STATE OF MISSISSIPPI ★ MICHELE D. GILLIHAN ★ NOTARY PUBLIC Harrison County Commission Expires June 11, 2029 COMMISSION NUMBER 204867

OWNER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED THIS APPLICATION $ 16,673.92

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

Engineer: Chinichi Engineering

By: Jason Chinchi, P.E. Date: 10/14/26

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable on ly to the Contractor named herein. Issuanced, payment and acceptance of payment are with prejudice to any rights of the Owner or Contractor under this Contract.

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5-Final
APPLICATION DATE: 10/12/2026
PERIOD TO: 9/30/2026
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED & STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)
1	Mobilization	$38,232.00	$38,232.00	$0.00	$0.00	$38,232.00	100%	$0.00
2	Maintenance of Traffic	$31,860.00	$31,860.00	$0.00	$0.00	$31,860.00	100%	$0.00
3	Demolition of Pavement- All types and Thicknesses	$1,080.00	$598.32	$0.00	$0.00	$598.32	55%	$481.68
4	Sawcut- All pavement types and thicknesses	$1,944.00	$1,944.00	$0.00	$0.00	$1,944.00	100%	$0.00
5	Remove/Replace Mailboxes, Street Signs and others	$1,080.00	$0.00	$0.00	$0.00	$0.00	0%	$1,080.00
6	Abandonment of Existing Force Main (All types and Sizes)- Flowable Fill	$3,823.20	$0.00	$0.00	$0.00	$0.00	0%	$3,823.20
7	Construction Entrance	$10,832.40	$10,832.40	$0.00	$0.00	$10,832.40	100%	$0.00
8	Silt Fence	$6,576.00	$0.00	$0.00	$0.00	$0.00	0%	$6,576.00
9	Straw Wattles	$852.00	$0.00	$0.00	$0.00	$0.00	0%	$852.00
10	6" Gate Valve and Box	$3,705.96	$1,852.98	$0.00	$0.00	$1,852.98	50%	$1,852.98
11	Utility Adjustment	$18,351.36	$0.00	$0.00	$0.00	$0.00	0%	$18,351.36
12	Air Release Valve	$9,463.69	$0.00	$0.00	$0.00	$0.00	0%	$9,463.69
	Asphalt Pavement	$16,248.60	$9,879.15	$0.00	$0.00	$9,879.15		$6,369.45
13	Base Repair	$1,950.00	$1,206.40	$0.00	$0.00	$1,206.40	62%	$743.60
14	Thermoplastic Striping	$955.50	$0.00	$0.00	$0.00	$0.00	0%	$955.50
15	Topsoil, 4" Thick	$6,345.35	$0.00	$0.00	$0.00	$0.00	0%	$6,345.35
16	Placement of Sod	$4,760.05	$516.15	$0.00	$0.00	$516.15	11%	$4,243.90

18	Replacement of 18" Gate Valve	$70,791.84	$70,791.84	$0.00	$0.00	$70,791.84	100%	$0.00
19	Installation of 2 ton Lifting Hoist	$47,903.62	$47,903.62	$0.00	$0.00	$47,903.62	100%	$0.00
20	Remove and Replace Dry Pit Light	$12,673.92	$12,673.92	$0.00	$0.00	$12,673.92	100%	$0.00
	6" Sewer Forcemain Bore	$117,000.00	$101,887.50	$0.00	$0.00	$101,887.50		$15,112.50
21	Fittings and Sleeves	$3,300.00	$3,300.00	$0.00	$0.00	$3,300.00	100%	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00
	GRAND TOTAL	$409,729.49	$333,478.28	$0.00	$0.00	$333,478.28	81%	$76,251.21

ITEM	Quantity	UOM	Unit Cost	Previous Quantit	Current Quai	Total to Da	Dollar Amount to Date	Percentage Complete		
Mobilization	1	LS	$ 38,232.00	1		1	$ 38,232.00	100%	$	38,232.00
Maintenance of Traffic	1	LS	$ 31,860.00	1		1	$ 31,860.00	100%	$	31,860.00
Demolition of Pavement- All types and Thicknesses	50.00	SY	$ 21.60	27.7		27.7	$ 598.32	55%	$	1,080.00
Sawcut- All pavement types and thicknesses	120	LF	$ 16.20	120		120	$ 1,944.00	100%	$	1,944.00
Remove/Replace Mailboxes, Street Signs and others	5	EA	$ 216.00	0		0	$ -	0%	$	1,080.00
Abandonment of Existing Force Main (All types and Sizes)- Flowable Fill	10	CY	$ 382.32	0		0	$ -	0%	$	3,823.20
Construction Entrance	1	EA	$ 10,832.40	1		1	$ 10,832.40	100%	$	10,832.40
Silt Fence	1,200	LF	$ 5.48	0		0	$ -	0%	$	6,576.00
Straw Wattles	100	LF	$ 8.52	0		0	$ -	0%	$	852.00
6" Gate Valve and Box	2	EA	$ 1,852.98	1		1	$ 1,852.98	50%	$	3,705.96
Utility Adjustment	3	EA	$ 6,117.12	0		0	$ -	0%	$	18,351.36
Air Release Valve	1	EA	$ 9,463.69	0		0	$ -	0%	$	9,463.69
Asphalt Pavement	15	Ton	$ 1,083.24	9.12		9.12	$ 9,879.15	61%	$	16,248.60
Base Repair	15	CY	$ 130.00	9.28		9.28	$ 1,206.40	62%	$	1,950.00
Thermoplastic Striping	75	LF	$ 12.74	0		0	$ -	0%	$	955.50
Topsoil, 4" Thick	415	SY	$ 15.29	0		0	$ -	0%	$	6,345.35
Placement of Sod	415	SY	$ 11.47	45		45	$ 516.15	2250%	$	4,760.05
Replacement of 18" Gate Valve	2	EA	$ 35,395.92	2		2	$ 70,791.84	100%	$	70,791.84
Installation of 2 ton Lifting Hoist	2	EA	$ 23,951.81	2		2	$ 47,903.62	50%	$	47,903.62
Remove and Replace Dry Pit Light	4	EA	$ 3,168.48	4		4	$ 12,673.92	0%	$	12,673.92
6" Sewer Forcemain Bore	1,200	LF	$ 97.50	1045		1045	$ 101,887.50	104500%	$	117,000.00
Fittings and Sleeves	1	LS	$ 3,300.00	1		1	$ 3,300.00		$	3,300.00
				0		0	$ -		$	-
				0		0	$ -		$	-
	TOTALS		$ 409,729.49				$ 333,478.28	81%	$	409,729.49

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/25/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 760 Howard Ave 2nd Floor Biloxi MS 39530	**CONTACT NAME:** Christina Moran **PHONE (A/C, No, Ext):** 228-563-6146 **FAX (A/C, No):** 228-604-8053 **E-MAIL ADDRESS:** christina_moran@ajg.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** LM Insurance Corporation / 33600
INSURED BOTT2TO-01 Bottom 2 Top Construction, LLC 16708 Hwy 67 Biloxi MS 39532	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1636940352 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			TB5-Z51-295198-035	12/13/2025	12/13/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			AS5-Z51-295198-025	12/13/2025	12/13/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			TH7-Z51-295198-055	12/13/2025	12/13/2026	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC2-Z51-295198-015	12/13/2025	12/13/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Installation Floater			YM2-Z51-295198-065	12/13/2025	12/13/2026	Limit Rented/Leased	$500,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE FOLLOWING COVERAGES/PROVISIONS/ENDORSEMENTS ARE PROVIDED TO CERTIFICATE HOLDER(S), ANY PERSON(S) OR ORGANIZATION(S) ONLY WHEN THE NAMED INSURED HAS AGREED TO DO SO IN A WRITTEN CONTRACT/AGREEMENT -

General Liability:
Automatic Additional Insured (form LC 20 58 11-18) Enhancement for Contractors
Primary and Noncontributory (Form LC 24 20 11-18) Form LC 20 58 11-18 Enhancement for Contractors
Automatic Waiver of Subrogation (Form LC 04 43 11-18)

See Attached...

CERTIFICATE HOLDER

City of Bay St Louis
407 Hwy 90
Bay St Louis MS 39520

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Arthur J. Gallagher Risk Management Services, LLC

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AGENCY CUSTOMER ID: BOTT2TO-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J. Gallagher Risk Management Services, LLC	Bottom 2 Top Construction, LLC 16708 Hwy 67 Biloxi MS 39532
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Automobile Liability:
Automatic Additional Insured (Form CA 20 48 10-13)
Primary and Noncontributory (Form CA 04 49 11-16)
Automatic Waiver of Subrogation (Form CA 04 44 10 13)

Workers Compensation:
Automatic Waiver of Subrogation (WC 00 03 13 04-1984)

Umbrella: Coverage is in excess of scheduled underlying policies, General Liability, Automobile and Employers Liability
Additional Insured status and Waiver of Subrogation as per underlying policies; Excess/Noncontributory coverage form includes excess and noncontributory wording following underlying policies.
Project: Ramoneda Street Sanitary Sewer Improvements

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POLICY NUMBER: **COMMERCIAL AUTO**

CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Bottom 2 Top Construction, LLC

Endorsement Effective Date: 12/3/2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization for whom you perform work under a written conract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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PCH

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES LLC
PO BOX 250
GULFPORT, MS 395020250

CNI 90 05 01 12
Producer

Bottom 2 Top Construction, LLC
16708 Hwy 67
Biloxi, MS 39532

Endorsement number 3 for policy number AS5-Z51-295198-025

Named Insured Bottom 2 Top Construction, LLC

This endorsement is effective 12/13/2025 and will terminate with the policy. It is issued by the company designated in the Declaration. All other provisions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Change Endorsement

PREMIUM ADJUSTMENT

The following form(s) and/or endorsement(s) are added with the effective date of 12/13/2025:

CA 04 49 11 16, Primary and Noncontributory - Other Insurance Condition

Issued: LM Insurance Corporation

FORMS INVENTORY

COVERAGE FORMS PARTS AND ENDORSEMENTS FORMING A PART OF THIS POLICY AT INCEPTION:

Listed below are possible coverage forms and the states in which they apply.

CA 00 01 03 10 VA

CA 00 01 10 13 AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, GU, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VI, VT, WA, WI, WV, WY

Form Number	Form Description	Applicable to Coverage Form
IC9999 10-11	Change Endorsement	
ACS 00 26 04 13	Forms Inventory	
CA 04 49 11 16	Primary and Noncontributory - Other Insurance Condition	

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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COMMERCIAL GENERAL LIABILITY DECLARATIONS
OCCURRENCE

Liberty Mutual. INSURANCE

Issued By LM Insurance Corporation

Policy Number TB5-Z51-295198-035	Issuing Office ALPHARETTA, GA-
New	Issue Date 2025-12-23
Account Number 5-295198	Sub Account 0000

Named Insured and Mailing Address
Bottom 2 Top Construction, LLC
16708 Hwy 67
Biloxi MS 39532

Franchise 9004

Form of Business: Limited Liability Company

Policy Period: The policy period is from 12/13/2025 to 12/13/2026 12:01 A.M. standard time at the Insured's mailing address.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

LIMITS OF INSURANCE

Each Occurrence Limit	$	1,000,000	
Damage to Premises Rented to You Limit	$	100,000	Any one premises
Medical Expense Limit	$	5,000	Any one person
Personal & Advertising Injury Limit	$	1,000,000	
General Aggregate Limit	$	2,000,000	
Products-Completed Operations Aggregate Limit	$	2,000,000	

SCHEDULE

The declarations are completed on the accompanying "Declarations Extension Schedule(s)".

Commercial General Liability Coverage Part Premium	$	111,130
Endorsement Premium	$	9,057
Total Estimated Premium	$	120,187

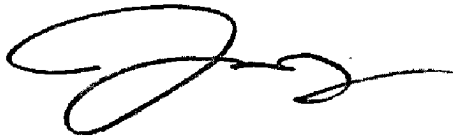
Policywriting Minimum Premium $ 1,000

Forms Applicable: See Attached Inventory

ARTHUR J 0073000235
ARTHUR J. GALLAGHER RISK MANAGEMENT SERV
PO BOX 250

GULFPORT MS 395020250

Countersigned By:



Authorized Representative

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Policy Number TB5-Z51-295198-035
Issued by LM Insurance Corporation

Inventory
Coverage Forms/Parts, Endorsements, Enclosures

COVERAGE FORMS/PARTS, ENDORSEMENTS AND ENCLOSURES FORMING A PART OF THIS POLICY AT INCEPTION:

Form Number/Edition Date	Title
COMMON POLICY FORMS	
LIL 90 05 06 13	PARTICIPATING PROVISION
LC 00 04 08 12	COMMERCIAL GENERAL LIABILITY DECLARATIONS
LCS 00 01 05 12	DECLARATIONS EXTENSION SCHEDULE - CLASSIFICATION DESCRIPTIONS
LCS 00 02 05 12	DECLARATIONS EXTENSION SCHEDULE
LCS 00 03 05 12	DECLARATIONS EXTENSION SCHEDULE MISCELLANEOUS CHARGES
IC 00 42 07 09	Inventory Coverage Forms/Parts, Endorsements, Enclosures
IL 00 17 11 98	Common Policy Conditions
COMMERCIAL GENERAL LIABILITY	
CG 00 01 04 13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
Coverage Endorsement(s)	
CG 04 35 12 07	Employee Benefits Liability Coverage
CG 24 26 04 13	AMENDMENT OF INSURED CONTRACT DEFINITION
LC 04 43 11 18	COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR CONTRACTORS
LC 20 58 11 18	COMMERCIAL GENERAL LIABILITY ADDITIONAL INSURED ENHANCEMENT FOR CONTRACTORS
LC 24 20 11 18	OTHER INSURANCE AMENDMENT - SCHEDULED ADDITIONAL INSURED
LC 25 13 08 08	Non-Cumulation of Liability (Same Occurrence)
LC 25 19 01 15	DESIGNATED CONSTRUCTION PROJECT OR DESIGNATED LOCATION COMBINED AGGREGATE LIMITS - WITH TOTAL AGGREGATE LIMIT FOR ALL PROJECTS AND LOCATIONS
LC 29 04 08 08	Personal and Advertising Injury - Definition of Publication
LC 29 06 08 08	Personal and Advertising Injury - Occurrence Redefined
LC 29 08 10 11	Advertisement Redefined
LC 99 36 02 13	PREMIUM RESPONSIBILITY ENDORSEMENT
LIM 99 01 05 11	NOTICE OF CANCELLATION TO THIRD PARTIES
TRIA Exclusion(s)	
CG 21 70 01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG 21 76 01 15	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

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Form Number/Edition Date	Title
CG 26 86 01 15	ARKANSAS EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM
CG 26 93 01 15	ALASKA EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM
Other Exclusion(s)	
CG 21 06 12 23	Exclusions - Access or Disclosure of Confidential or Personal Material or Information
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 49 09 99	Total Pollution Exclusion Endorsement
CG 21 54 12 19	EXCLUSION - DESIGNATED OPERATIONS COVERED BY A CONTROLLED (WRAP-UP) INSURANCE PROGRAM
CG 22 34 04 13	EXCLUSION - CONSTRUCTION MANAGEMENT ERRORS AND OMISSIONS
CG 22 79 04 13	EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
LC 21 01 06 05	Asbestos Exclusion Endorsement
LC 21 02 06 05	Silica Exclusion Endorsement
LC 21 04 06 05	Discrimination Exclusion
LC 21 62 08 07	Exterior Insulating Finish System (EIFS) Exclusion
LC 21 87 10 11	INTERCOMPANY CLAIMS EXCLUSION
LC 21 91 09 12	FUNGI OR BACTERIA EXCLUSION (LEGIONELLA BACTERIUM EXCLUDED)
LC 21 148 04 18	TOTAL WILDFIRE EXCLUSION
CG 00 69 12 23	Exclusion - Violation Of Law Addressing Data Privacy
CG 40 35 12 23	Exclusion - Cyber Incident
LC 21 97 01 15	Designated Operations Exclusion
State Mandatory	
IL 02 82 09 08	Mississippi Changes - Cancellation And Nonrenewal

NOTICE(S) TO POLICYHOLDER

CNL 90 01 10 13	IMPORTANT NOTICE TO POLICYHOLDERS - PREMIUM DETERMINATION - SUBCONTRACTORS
IL P 001 01 04	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
SNI 04 01 06 24	LIBERTY MUTUAL GROUP PRIVACY NOTICE
SNI 90 02 01 20	TERRORISM RISK INSURANCE ACT

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Policy Number TB5-Z51-295198-035
Issued by LM Insurance Corporation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

Item 1. Reasonable Force
Item 2. Non-Owned Watercraft Extension
Item 3. Damage To Premises Rented To You – Expanded Coverage
Item 4. Bodily Injury To Co-Employees
Item 5. Health Care Professionals As Insureds
Item 6. Knowledge Of Occurrence Or Offense
Item 7. Notice Of Occurrence Or Offense
Item 8. Unintentional Failure To Disclose
Item 9. Bodily Injury Redefined
Item 10. Supplementary Payments – Increased Limits
Item 11. Property In Your Care, Custody Or Control
Item 12. Mobile Equipment Redefined
Item 13. Newly Formed Or Acquired Entities
Item 14. Waiver Of Right Of Recovery By Written Contract Or Agreement

Item 1. Reasonable Force

Exclusion **a.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Item 2. Non-Owned Watercraft Extension

Paragraph **(2)** of Exclusion **g.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 55 feet long; and

(b) Not being used to carry persons or property for a charge;

Item 3. Damage To Premises Rented To You – Expanded Coverage

A. The final paragraph of **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

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Exclusions **c.** through **n.** do not apply to damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance.**

B. Paragraph **6.** of **Section III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the greater of:

a. $300,000; or

b. The Damage To Premises Rented To You Limit shown on the Declarations.

C. Paragraph **9.a.** of the definition of "insured contract" in **Section V – Definitions** is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

D. The paragraph immediately following Paragraph **(6)** of Exclusion **j.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits of Insurance.**

Item 4. Bodily Injury To Co-Employees

A. Paragraph **2.** of **Section II – Who Is An Insured** is amended to include:

Each of the following is also an insured:

Your "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) or "volunteer workers" are insureds while in the course of their employment or while performing duties related to the conduct of your business with respect to "bodily injury":

(1) To you;

(2) To your partners or members (if you are a partnership or joint venture);

(3) To your members (if you are a limited liability company); or

(4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

Paragraph **2.a.(1)(a)** of **Section II – Who Is An Insured** does not apply to "bodily injury" for which insurance is provided by this paragraph.

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B. The insurance provided by this **Item 4.** for "bodily injury" to a co-"employee" or "volunteer worker" will not apply if the injured co-"employee's" or "volunteer worker's" sole remedy for such injury is provided under a workers' compensation law or any similar law.

C. **Other Insurance**

The insurance provided by this **Item 4.** is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 5. Health Care Professionals As Insureds

A. Paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured** is replaced by the following:

(d) Arising out of his or her providing or failure to provide professional health care services. However, any "employee" or "volunteer worker" of the Named Insured who is acting as a Good Samaritan in response to a public or medical emergency or who is a "designated health care provider" is an insured with respect to "bodily injury" and "personal and advertising injury" that:

(i) Arises out of the providing of or failure to provide professional health care services; and

(ii) Occurs in the course of and within the scope of such "employee's" or "volunteer worker's" employment by the Named Insured.

B. With respect to "employees" and "volunteer workers" providing professional health care services, the following exclusions are added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

(1) Liability assumed under an "insured contract" or any other contract or agreement;

(2) Liability arising out of the providing of professional health care services in violation of law;

(3) Liability arising out of the providing of any professional health care services while in any degree under the influence of intoxicants or narcotics;

(4) Liability arising out of any dishonest, fraudulent, malicious or knowingly wrongful act or failure to act; or

(5) Punitive or exemplary damages, fines or penalties.

C. The following definition is added to **Section V – Definitions:**

"Designated health care provider" means any "employee" or "volunteer worker" of the Named Insured whose duties include providing professional health care services, including but not limited to doctors, nurses, emergency medical technicians or designated first aid personnel.

D. **Other Insurance**

The insurance provided by this **Item 5.** is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 6. Knowledge Of Occurrence Or Offense

Knowledge of an "occurrence" or offense by your agent, servant or "employee" will not in itself constitute knowledge by you unless your "executive officer" or "employee" designated by you to notify us of an "occurrence" or offense has knowledge of the "occurrence" or offense.

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Item 7. Notice Of Occurrence Or Offense

For purposes of Paragraph **2.a.** of **Section IV – Commercial General Liability Conditions**, you refers to your "executive officer" or "employee" that you have designated to give us notice.

Item 8. Unintentional Failure To Disclose

Unintentional failure of the Named Insured to disclose all hazards existing at the inception of this Policy shall not be a basis for denial of any coverage afforded by this Policy. However, you must report such an error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 9. Bodily Injury Redefined

The definition of "bodily injury" in **Section V – Definitions** is replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; and

b. Mental anguish, shock or humiliation arising out of injury as defined in Paragraph **a.** above. Mental anguish means any type of mental or emotional illness or distress.

Item 10. Supplementary Payments – Increased Limits

Paragraphs **1.b.** and **1.d.** of **Section I – Supplementary Payments – Coverages A And B** are replaced by the following:

b. Up to $3,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

Item 11. Property In Your Care, Custody Or Control

A. Paragraphs **(3)** and **(4)** of Exclusion **j.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** are deleted.

B. Additional Exclusion

Coverage provided by this endorsement does not apply to "property damage" to property while in transit.

C. Limits of Insurance

Subject to Paragraphs **2.**, **3.**, and **5.** of **Section III – Limits Of Insurance**, the most we will pay for insurance provided by Paragraph **A.** above is:

$10,000 Each Occurrence Limit

$75,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence".

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The Aggregate Limit is the most we will pay for the sum of all damages under this **Item 11.**

D. Other Insurance

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this Policy.

Item 12. Mobile Equipment Redefined

The definition of "mobile equipment" in **Section V – Definitions** is amended to include self-propelled vehicles with permanently attached equipment less than 1000 pounds gross vehicle weight that are primarily designed for:

(1) Snow removal;

(2) Road maintenance, but not construction or resurfacing; or

(3) Street cleaning.

Item 13. Newly Formed Or Acquired Entities

A. Paragraph **3.** of **Section II – Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until:

(1) The 180th day after you acquire or form the organization;

(2) Separate coverage is purchased for the organization; or

(3) The end of the policy period

whichever is earlier;

b. Section I – Coverage A – Bodily Injury And Property Damage Liability does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Section I – Coverage B – Personal And Advertising Injury Liability does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

B. The insurance afforded to any organization as a Named Insured under this **Item 13.** does not apply if a Broad Form Named Insured endorsement attached to this Policy applies to that organization.

Item 14. Waiver Of Right Of Recovery By Written Contract Or Agreement

The following is added to Paragraph **8.** Transfer Of Rights Of Recovery Against Others To Us of **Section IV – Commercial General Liability Conditions:**

We waive any right of recovery because of payments we make under this Policy for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed in a written contract or agreement to waive your rights of recovery but only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed subsequent to the execution of the written contract or agreement.

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Policy Number TB5-Z51-295198-035
Issued by LM Insurance Corporation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY
ADDITIONAL INSURED ENHANCEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

Item 1. **Blanket Additional Insured Where Required By Written Agreement**
Lessors of Leased Equipment
Managers or Lessors of Premises
Mortgagees, Assignees or Receivers
Owners, Lessees or Contractors
Architects, Engineers or Surveyors
Any Person or Organization
Item 2. **Blanket Additional Insured – Grantor Of Permits**
Item 3. **Other Insurance Amendment**

Item 1. **Blanket Additional Insured Where Required By Written Agreement**

Paragraph **2.** of **Section II – Who Is An Insured** is amended to add the following:

Additional Insured By Written Agreement

The following are insureds under the Policy when you have agreed in a written agreement to provide them coverage as additional insureds under your policy:

1. **Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. **Managers or Lessors of Premises:** Any manager(s) or lessor(s) of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

   The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent act(s) or omission(s) of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

   If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

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This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land;

b. Structural alterations, new construction or demolition operations performed by or on behalf of that manager or lessor; or

c. Any premises for which coverage is excluded by endorsement.

3. **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of your ownership, maintenance or use of the premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or on behalf of such person(s) or organization(s).

4. **Owners, Lessees or Contractors:** Any person(s) or organization(s) to whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out the additional insured's sole negligence.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services.

5. **Architects, Engineers or Surveyors:** Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

a. In connection with your premises; or

b. In the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:

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a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or for you.

6. **Any Person or Organization Other Than a Joint Venture:** Any person(s) or organization(s) (other than a joint venture of which you are a member) for whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

a. In the performance of your ongoing operations; or

b. In connection with premises owned by or rented to you.

This insurance does not apply to:

a. Any person(s) or organization(s) more specifically covered in Paragraphs **1.** through **5.** above;

b. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf; or

c. Any person(s) or organization(s) whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or on behalf of you, or those operating on your behalf.

The insurance afforded to any person(s) or organization(s) as an insured under this **Item 1.:**

1. Applies to the extent permitted by law;

2. Applies only to the scope of coverage and the minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this Policy;

3. Does not apply to any person(s) or organization(s) for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this Policy applies to such person(s) or organization(s) with regard to the "bodily injury", "property damage" or "personal and advertising injury";

4. Applies only if the "bodily injury" or "property damage" occurs, or the offense giving rise to the "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and

5. Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

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Item 2. Blanket Additional Insured – Grantor Of Permits

Paragraph **2.** of **Section II – Who Is An Insured** is amended to add the following:

Any state, municipality or political subdivision that has issued you a permit in connection with any operations performed by you or on your behalf, or in connection with premises you own, rent or control, and to which this insurance applies, but only to the extent that you are required to provide additional insured status to the state, municipality or political subdivision as a condition of receiving and maintaining the permit. Such state, municipality or political subdivision that has issued you a permit is an insured only with respect to their liability as grantor of such permit to you.

However, with respect to the state, municipality or political subdivision:

1. Coverage will be no broader than required; and

2. Limits of insurance will not exceed the minimum limits of insurance required as a condition for receiving or maintaining the permit;

but neither the scope of coverage nor the limits of insurance will exceed those provided by this Policy.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;

2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written agreement initiated prior to loss; or

3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 3. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

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Policy Number TB5-Z51-295198-035
Issued by LM Insurance Corporation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) shown in the Schedule of this endorsement that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph **4. Other Insurance** of **Section IV – Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph **4. Other Insurance** of **Section IV – Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

Schedule

Name of Person(s) or Organization(s):

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

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Policy Number TB5-Z51-295198-035
Issued by LM Insurance Corporation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule of this endorsement. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Schedule

Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
Per Schedule On File With The Company	Per Schedule On File With The Company	30

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the state of MS, the premium charge is 2% of the total manual premium, subject to a minimum premium of $100 per policy.

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WC2-Z51-295198-015 Effective Date Premium $

Issued to Bottom 2 Top Construction, LLC Endorsement No.

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AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond # 7473730

PROJECT: *(Name and address)* Ramoneda Street Sanitary Sewer Improvements – Ramoneda St & Lift Station #1 (Bay Oaks Dr)	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)

Old Republic Surety Company
P.O. Box 1635
Milwaukee, WI 53201

, SURETY,

on bond of
(Insert name and address of Contractor)

Bottom 2 Top Construction LLC
16708 Highway 67
Biloxi, MS 39532

, 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: **September 28th, 2026**
(Insert in writing the month followed by the numeric date and year.)

Old Republic Surety Company
(Surety)

Lisa R. Butler
(Signature of authorized representative)

Lisa R. Butler, Attorney-in-Fact
(Printed name and title)

Attest: Darlene Landry
(Seal):

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

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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:

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, 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 bail 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 17th day of September, 2026.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 17th day of September, 2026, personally came before me, Steven R. Denault 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.

Notary Public

My Commission Expires: February 9, 2027

(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 September, 2026.

Assistant Secretary

ORSC 22262 (3-06)

ARTHUR J GALLAGHER RISK MGMT

Contractor's Affidavit of Release of Liens

Project Name:
Ramoneda Street Sanitary Sewer Improvements

To Owner:
City of Bay St. Louis

From Contractor:
Bottom 2 Top Construction, LLC

16708 Hwy 67 Biloxi, MS 39532

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 attached sheet.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release of 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 12 day of October, 2026

Joseph R Raffeo Jr — Joseph R. Raffeo Jr / Owner
(Signature of Contractor) (Printed Name and Title)

STATE OF Mississippi

COUNTY OF Harrison

The above named, Joseph R. Raffeo Jr appeared before me on this the 12 day of October, 2026 and executed the foregoing document as by our act and deed.

Notary Public: Michele Gillihan

My Commission Expires: June 11, 2029

STATE OF MISSISSIPPI
MICHELE D. GILLIHAN
NOTARY PUBLIC
Harrison County
Commission Expires
June 11, 2029
COMMISSION NUMBER 120480

Contractor's Affidavit of Payment of Debts and Claims

Project Name:
Ramoneda Street Sanitary Sewer Improvements

To Owner:
City of Bay St. Louis

From Contractor:
Bottom 2 Top Construction, LLC

16708 Hwy 67 Biloxi MS 39532

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 for or encumbered.

EXCEPTIONS:

List exceptions on 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. Separate Releases or Waivers of Liens from Subcontractors, and material and equipment supplies to the extent required by the Owner, accompanied by the list thereof
4. Contractor's Affidavit of Release of Liens

Executed this 12 day of October, 2026

Joseph R Raffeo Jr. (Signature of Contractor)

Joseph R. Raffeo Jr owner (Printed Name and Title)

STATE OF Mississippi

COUNTY OF Harrison

The above named, Joseph R. Raffeo Jr appeared before me on this the 12 day of October, 2026 and executed the foregoing document as by our act and deed.

Michele Gillihan
Notary Public

My Commission Expires: June 11, 2029

STATE OF MISSISSIPPI
MICHELE D. GILLIHAN
NOTARY PUBLIC
Harrison County
Commission Expires
June 11, 2029
COMMISSION NUMBER 120480

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Item # s.

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Bay St. Louis	Owner's Contract No.:	
Contractor:	Bottom 2 Top Construction LLC	Contractor's Project No.:	
Engineer:	Jason Chiniche, PE	Engineer's Project No.:	22-006 Phase 4
Project:	Bay St. Louis Lift Station Repairs Project	Contract Name:	Bay St. Louis Lift Station Repairs Project

This final Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

July 31, 2026
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: ☒ None ☐ As follows

Amendments to Contractor's responsibilities: ☒ None ☐ As follows:

The following documents are attached to and made a part of this Certificate: *See attached*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: Jason Chiniche, P.E. (Authorized signature)	By: Owner (Authorized Signature)	By: Joseph R Raffeo Jr. Contractor (Authorized Signature)
Title: Jason Chiniche, P.E.	Title: MAYOR	Title: Joseph Raffeo / Owner
Date: 07/29/2026	Date: 08/18/2026	Date: 8/4/26

PUNCH LIST

Project: 15-007-008 Ramoneda Street Sanitary Sewer Improvements

Owner: City of Bay St. Louis

Contractor: Bottom 2 Top Construction

Inspection Date: July 8, 2026, 11:30 a.m.

Attendees:
Ronnie Vanney
Doug Smith
Joseph Raffeo
John Dellinger
Josh Ard
Jay Cuevas
Christina Shurley

The following items must be completed to close out the Ramoneda Street Sanitary Sewer Improvements Project:

1. Clean rocks out of ditch at the corner of Ramoneda St & Third St
2. Lower the concrete donut at the valve located at approximate Sta. 10+80, dress up around the donut

0Please notify the Project Manager upon completion of these punch list items so that a final inspection can be scheduled.