

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

This Agreement is by and between City of Bay St. Louis ("Owner") and  
David Rush Construction, LLC ("Contractor").

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

Owner and Contractor hereby agree as follows:

### ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. Work is generally described as follows: **Base Bid, Construction of an approximately 630 LF ADA boardwalk including pedestrian access ramps, lighting, benches and trash receptacles.**

### ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Bay St. Louis Downtown ADA Boardwalk Project**

### ARTICLE 3—ENGINEER

3.01 The Owner has retained **James J. Chiniche, P.A., Inc. DBA Chiniche Engineering & Surveying** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by "Engineer".

### ARTICLE 4—CONTRACT TIMES

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

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

#### 4.02 *Contract Times: Days*

A. The Work will be substantially complete within **150 calendar days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **180 calendar days** after the date when the Contract Times commence to run.

#### 4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration

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proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

### 4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

## ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
  - B. In the event the same item appears in both the Base Bid and Alternate Bids, and differing unit prices were submitted, the Contract Price shall be adjusted to reflect the lowest unit price submitted for that item, in accordance with Section 00700 Bid Proposal.

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### ARTICLE 6—PAYMENT PROCEDURES

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

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

#### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment pursuant to the Owner's docket schedule, which will be made available to the Contractor. Owner will not be responsible for the failure of Contractor to comply with the docket schedule. Invoices will be paid within (45) forty-five days of approval. If there is any dispute over an invoice, Owner will provide notice to Contractor within 10 (ten) days of Owner's consideration of the invoice. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. 95 percent of the value of the Work completed (with the balance being retainage).

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 *Final Payment*

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

#### 6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

#### 6.05 *Interest*

- A. All amounts not paid when due shall bear interest at statutory rate.

### ARTICLE 7—CONTRACT DOCUMENTS

#### 7.01 *Contents*

- A. The Contract Documents consist of all of the following:

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EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).  
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and American Society of Civil Engineers. All rights reserved.

## 00900 AGREEMENT BETWEEN OWNER AND CONTRACTOR

1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions (not attached but incorporated by reference).
  4. Supplementary Conditions (not attached but incorporated by reference).
  5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  6. Drawings (not attached but incorporated by reference) consisting of **17** sheets with each sheet bearing the following general title: **Bay St. Louis Downtown ADA Boardwalk Project**
  7. Drawings listed on the attached sheet index.
  8. Addenda (numbers **1** to **2**, inclusive).
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid Pages
    - b. Addendum to City of Bay St. Louis Contracts
    - c. Corrected Bid Tab.
  10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda, and any other data and reference items identified in the Contract Documents.

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2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with and satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied all reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

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1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### 8.03 *Standard General Conditions*

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

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

This Agreement will be effective on 3/12/20 (which is the Effective Date of the Contract).

Owner:

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

By: [Signature]  
(individual's signature)

Date: 3/12/20  
(date signed)

Name: Michael Favre  
(typed or printed)

Title: Mayor  
(typed or printed)

Attest: [Signature]  
(individual's signature)

Title: Deputy City Clerk  
(typed or printed)

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: Jason Chiniche P.E.  
(typed or printed)

Title: Project Engineer  
(typed or printed)

Address:  
407 HYW 90  
Bay St. Louis, MS 39520

Phone: (228) 467-6755

Email: jason@chiniche.com

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

Contractor:

David Rush Construction, LLC  
(typed or printed name of organization)

By: [Signature]  
(individual's signature)

Date: 3/2/2026  
(date signed)

Name: David Rush  
(typed or printed)

Title: Managing Member  
(typed or printed)

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

Attest: [Signature]  
(individual's signature)

Title: Assistant Project Manager  
(typed or printed)

Address for giving notices:  
18391 Runnymede Rd  
Pass Christian, MS 39571

Designated Representative:

Name: David Rush  
(typed or printed)

Title: Managing Member  
(typed or printed)

Address:  
18391 Runnymede Rd  
Pass Christian, MS 39571

Phone: 228-263-4820


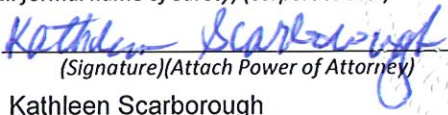


Email: DavidG@drc.build

License No.: 14565-MC  
(where applicable)

State: Mississippi

00925 PERFORMANCE BOND

PERFORMANCE BOND

<b>Contractor</b> Name: <u>David Rush Construction, LLC</u> Address (principal place of business): <u>18391 Runnymede Road</u> <u>Pass Christian, MS 39571</u>		<b>Surety</b> Name: <u>Atlantic Specialty Insurance Company</u> Address (principal place of business): <u>605 Highway 169 North, Suite 800</u> <u>Plymouth, MN 55441</u>	
<b>Owner</b> Name: <u>City of Bay St. Louis</u> Mailing address (principal place of business): <u>688 Hwy 90</u> <u>Bay St. Louis, MS 39520</u>		<b>Contract</b> Description (name and location): <u>Bay St. Louis Downtown ADA Boardwalk Project</u> <u>N Beach Blvd.</u> <u>Bay St. Louis, MS 39520</u> Contract Price: <u>\$778,793.00</u> Effective Date of Contract: <u>3/12/24</u>	
<b>Bond</b> Bond Amount: <u>\$778,793.00</u> Date of Bond: <u>3/12/24</u> <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16			
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>			
<b>Contractor as Principal</b> <u>David Rush Construction, LLC</u> <i>(Full formal name of Contractor)</i>		<b>Surety</b> <u>Atlantic Specialty Insurance Company</u> <i>(Full formal name of Surety) (corporate seal)</i>	
By: <u></u> <i>(Signature)</i>		By: <u></u> <i>(Signature)(Attach Power of Attorney)</i>	
Name: <u>DAVID RUSH</u> <i>(Printed or typed)</i>		Name: <u>Kathleen Scarborough</u> <i>(Printed or typed)</i>	
Title: <u>MANAGING MEMBER</u>		Title: <u>Attorney-In-Fact</u>	
Attest: <u></u> <i>(Signature)</i>		Attest: <u></u> <i>(Signature)</i>	
Name: <u>MARINEL GOTERA - HUFF</u> <i>(Printed or typed)</i>		Name: <u>Darlene Landry</u> <i>(Printed or typed)</i>	
Title: <u>ASSISTANT</u>		Title: <u>Witness</u>	
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.			



## 00925 PERFORMANCE BOND

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

## 00925 PERFORMANCE BOND

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

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

### 14. Definitions

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

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

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



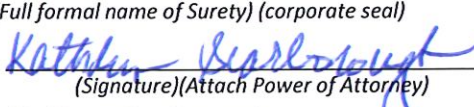
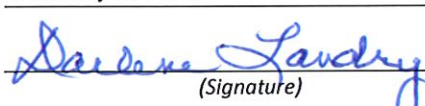
14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

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

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

16. Modifications to this Bond are as follows: None.

**PAYMENT BOND**

<p><b>Contractor</b>                  Name: <u>David Rush Construction, LLC</u>                  Address (principal place of business):  <u>18391 Runnymede Road</u>  <u>Pass Christian, MS 39571</u></p>	<p><b>Surety</b>                  Name: <u>Atlantic Specialty Insurance Company</u>                  Address (principal place of business):  <u>605 Highway 169 North, Suite 800</u>  <u>Plymouth, MN 55441</u></p>
<p><b>Owner</b>                  Name: <u>City of Bay St. Louis</u>                  Mailing address (principal place of business):  <u>688 Hwy 90</u>  <u>Bay St. Louis, MS 39520</u></p>	<p><b>Contract</b>                  Description (name and location):  <u>Bay St. Louis Downtown ADA Boardwalk Project</u>  <u>N Beach Blvd, Bay St. Louis, MS 39520</u>                  Contract Price: <u>\$778,793.00</u>                  Effective Date of Contract: <u>3/12/24</u></p>
<p><b>Bond</b>                  Bond Amount: <u>\$778,793.00</u>                  Date of Bond: <u>3/12/24</u>                  (Date of Bond cannot be earlier than Effective Date of Contract)                  Modifications to this Bond form:  <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p><b>Contractor as Principal</b>  <u>David Rush Construction, LLC</u>                  (Full formal name of Contractor)                  By: <u></u>                  (Signature)                  Name: <u>DAVID RUSH</u>                  (Printed or typed)                  Title: <u>MANAGING MEMBER</u>                  Attest: <u></u>                  (Signature)                  Name: <u>MARINEL GOTERA-HUFF</u>                  (Printed or typed)                  Title: <u>ASSISTANT</u></p>	<p><b>Surety</b>  <u>Atlantic Specialty Insurance Company</u>                  (Full formal name of Surety) (corporate seal)                  By: <u></u>                  (Signature)(Attach Power of Attorney)                  Name: <u>Kathleen Scarborough</u>                  (Printed or typed)                  Title: <u>Attorney-In-Fact</u>                  Attest: <u></u>                  (Signature)                  Name: <u>Darlene Landry</u>                  (Printed or typed)                  Title: <u>Witness</u></p>
<p>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</p>	

## 00950 PAYMENT BOND

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

## 00950 PAYMENT BOND

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

## 00950 PAYMENT BOND

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



# 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.

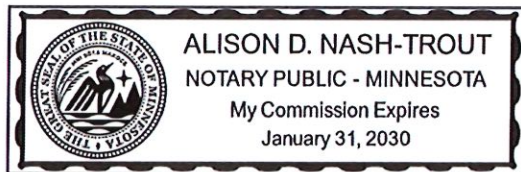
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



By   
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA  
HENNEPIN COUNTY

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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



  
Kara L.B. Barrow, Secretary

This Power of Attorney expires  
January 31, 2030

CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR THE

**Bay St. Louis Downtown ADA Boardwalk Project**

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DECKING

06500 LIGHTING

**DIVISION 07**

07000 ACCESSORY ITEMS





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

**Bay St. Louis Downtown ADA Boardwalk Project**

dated October 30, 2025, and issued by Chiniche Engineering & Surveying, by signing below and returning document via email to the Project Manager at [nancyh@chiniche.com](mailto:nancyh@chiniche.com).

Accepted by:   
MARINEL HUFF

Date: OCT. 31, 2025

Company: DAVID RUSH CONSTRUCTION, LLC.



October 30, 2025

To All Plan Holders:

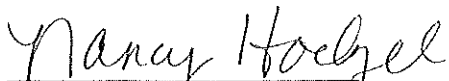
RE: Bay St. Louis Downtown ADA Boardwalk  
Addendum Number 1

Addendum 1:

1. An optional Pre-Bid meeting shall be held on Monday, November 3, 2025, at 1:00 PM (CST) near the project site. Please email Project Manager at [nancyh@chiniche.com](mailto:nancyh@chiniche.com) if you plan to attend for details.
2. The Engineer's Estimate of \$1,250,000.00 includes the Base Bid, Alternate 1 and Alternate 2.
3. Q: On alternate one, for the Bay St. Louis Downtown ADA Boardwalk Project, where are we supposed to get power from for the lights?

A: The light pole located in front of Buoy's Bar on South Beach Blvd.

Sincerely,

  
Nancy Hoelzel



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

**Bay St. Louis Downtown ADA Boardwalk Project**

dated November 12, 2025, and issued by Chiniche Engineering & Surveying, by signing below and returning document via email to the Project Engineer at [nancyh@chiniche.com](mailto:nancyh@chiniche.com).

Accepted by: MARINEL HUFF

Date: NOV. 12, 2025

Company: DAVID RUSH CONSTRUCTION, LLC



November 12, 2025

To All Plan Holders:

RE: 15-007-010 Bay St. Louis Downtown ADA Boardwalk  
Addendum Number 2

Addendum 2:

**GENERAL COMMENTS and CLARIFICATIONS:**

1. David Bacon Act does not apply to this project.
2. See attached boardwalk detail.
3. Conduit for lighting shall be concealed within timber post and covered with treated lumber to be flush with post.
4. Boardwalk material on the scour pad (Base bid) and boardwalk material on scour pad along CXS (Alternate 1) is Advanced PVC.
5. Decking material for the pedestrian ramp extension in the harbor and new pedestrian ramp (Alternate bid 2) is treated lumber.
6. The contractor is responsible for coordinating with the restaurant owner to remove and replant palm trees. Property owners shall be responsible for care of newly relocated tree. No warranty will be required for tree survival.
7. Pay item 06100G Metal post and timber boardwalk framing, 7.5' wide shall include 2"x2" baluster railing.
8. Payment for three strand wire fencing is included in timber framing for boardwalk, 16' wide.

**CONTRACTOR QUESTIONS:**

1. Q: For bonding purposes, may we know the probable start date for this project?  
A: Probable start date is January 2026.
2. Q: Also, will this be a Certified payroll?  
A: Certified payroll is not required.
3. Q: Is this funded by FEMA??  
A: No.
4. Q: The specifications call for \use of the applicable DAVIS BACON wage rates, however the proper classification is not listed. What is the correct wage decision?  
A: Davis Bacon wage rates do not apply.
5. Q: On Sheet C-305, we didn't see any connectors specified to fasten the 3x8 stringers to the 4x8 timber header on the boardwalk. Could you please clarify what type of connectors should be used?



A: Stringer framing shall be double 2"x8" pressure treated lumber with HDGV hangers. Headers shown on C-305 perpendicular to concrete seawall shall be double 2"x8" pressure treated lumber.

6. Q: There doesn't appear to be a layout for the post on the 7.5' deck in Alternate 1. Could you please clarify?

A: Metal post shall be every 10' on center.

7. Q: We noticed that there is not a handrail line item included in either the base bid or Alternate 1.

A: Payment of handrails shall be included in framing pay items.

8. Q: Lighting manufacturers have stated that the Fixture Model number called out on the prints "SPC4-12-3CR-7WLED-3500K-120-OP-SIL-WET" is missing information (i.e., the driver, wattage, & lumens, see attached) can this information be provided?

A: Driver - NoDim, Wattage - 10W, CCT - 3500K, Voltage 120-277 Volt, Finish - SIL, Environment - Wet location.

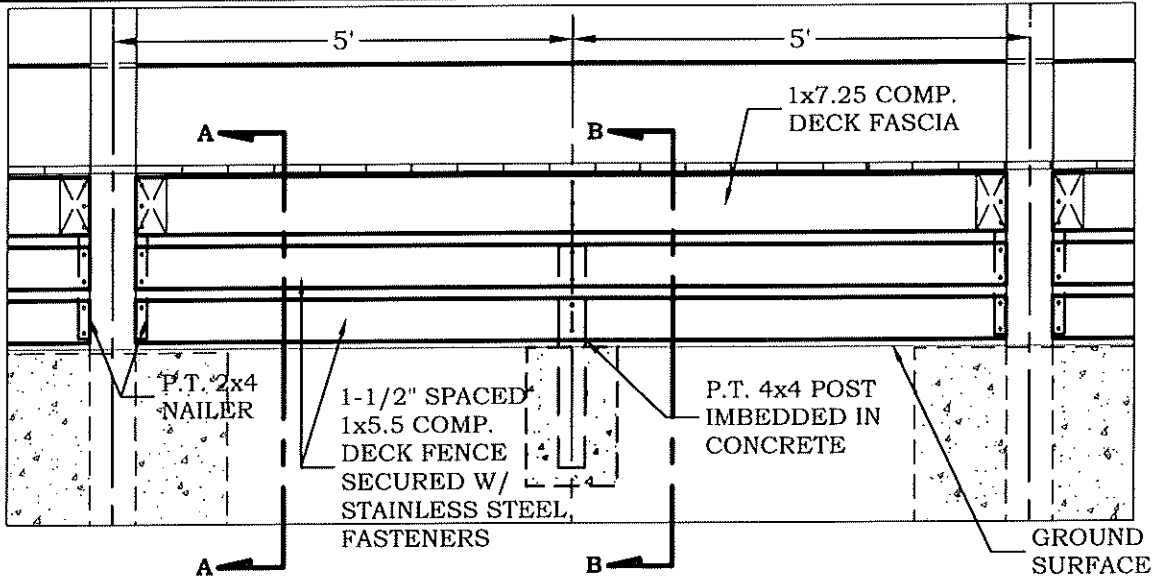
#### SPECIFICATIONS AND PLANS:

1. Remove Specification 00700 Bid Proposal and replace Specification 00700 Bid Proposal with Addendum 2.
2. Remove Specification 07000 Accessory Items and replace Specification 07000 Accessory Items - Addendum 2.

Sincerely,

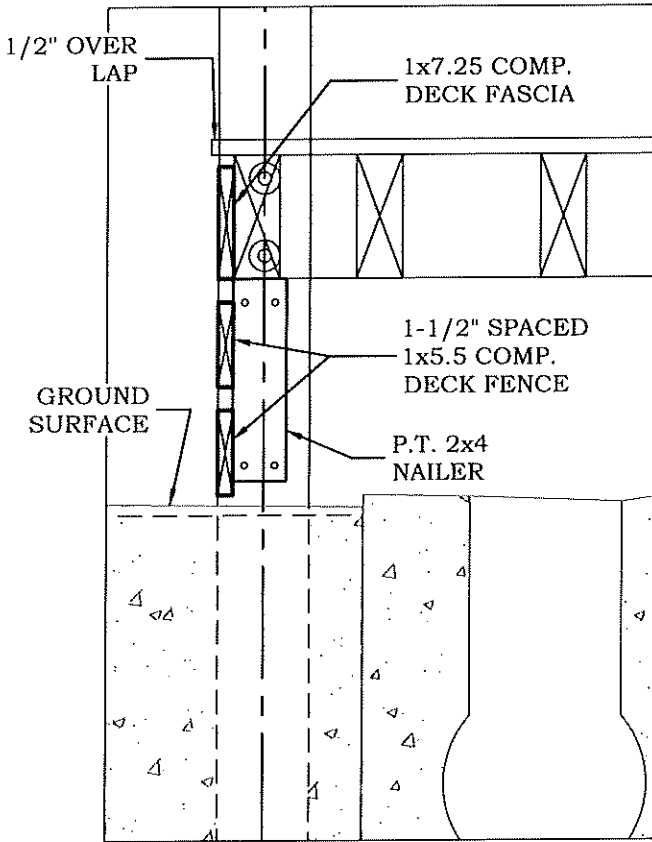
*Jason Chinche, P.E.*

Jason Chinche, PE



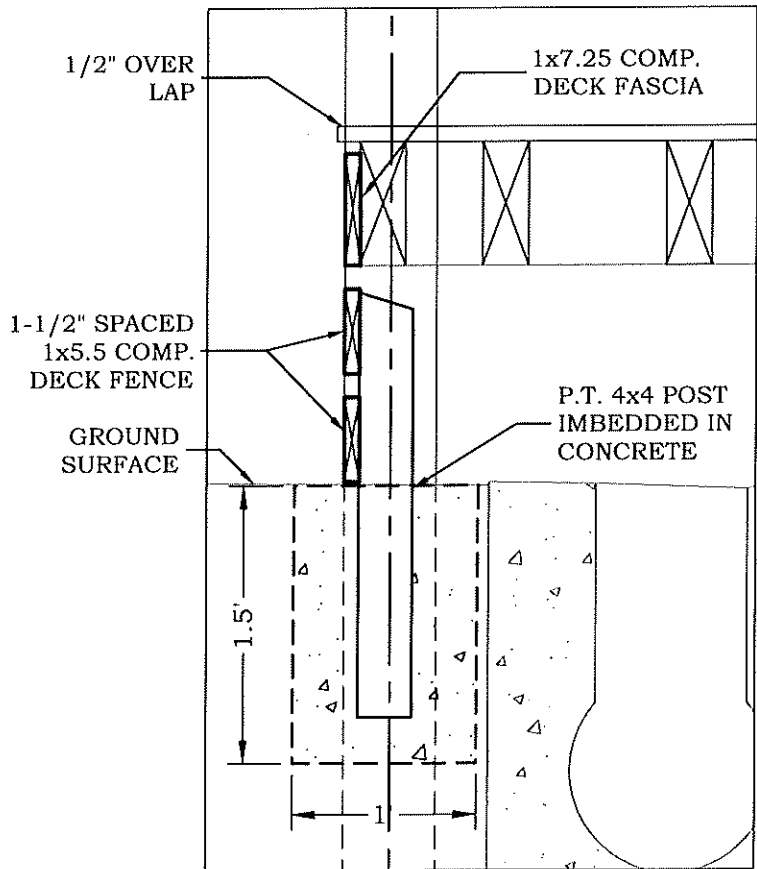
**ELEVATION**

SCALE: 3/4" = 1'-0"



**SECTION A-A**

SCALE: 1" = 1'-0"



**SECTION B-B**

SCALE: 1" = 1'-0"

**NOTE:**  
 1. BOTTOM HORIZONTAL BOARD  
 TO BE TRIMMED AS NEEDED  
 TO ALLOW FOR 1.5" SPACE  
 ABOVE GRADE.

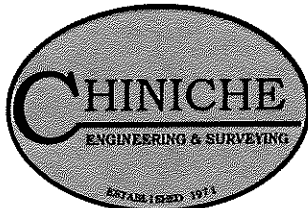
REV. #3 DATE:

REV. #2 DATE:

DATE: 11/04/2025

SCALE: 1" = 1'

DRAWN BY: HAB



Office - (228) 467-6755  
 Email - admin@chiniche.com  
 Website - www.chiniche.com

407 Highway 90  
 Bay St. Louis, MS 39520

ADDENDUM #2

JOB #: 15-007-010

SHT 1 OF 1

## **07000 ACCESSORY ITEMS Addendum 2**

### **1.0 GENERAL**

- A. This section includes the accessories furnishing trash receptacles, picnic tables and benches.

### **2.0 MATERIALS**

- A. Trash Receptacles
  - a. Trash Receptacles shall be Tree top products 4YD4991-DG or approved equal.
  - b. 42 Gallon Receptacle with 2-way Hood Lid with Liner
  - c. Color shall be Dark Granite
- B. Benches
  - a. Manufacturer: Polywood, Heritage Rockford 72” Bench or approved equal.
  - b. Website: [www.polywood.com](http://www.polywood.com)
  - c. Color shall be Slate Grey
- C. Picnic Tables
  - a. Manufacturer: Polywood, Heritage Park 72” Picnic Table or approved equal.
  - b. Website: [www.polywood.com](http://www.polywood.com)
  - c. Color shall be Slate Grey

### **3.0 CONSTRUCTION REQUIREMENTS**

- A. Trash Receptacles
  - a. Locate receptacle as directed by the city.
- B. Benches
  - a. Locate benches as directed by the city.
- C. Picnic Tables
  - a. Locate picnic tables as directed by the city.

### **4.0 METHOD OF MEASUREMENT**

- A. Trash Receptacles shall be measured per each (EA) installed. Installation per manufacturer’s recommendation. Pay Item shall include all labor, tools, equipment, materials, and incidentals to complete the work in accordance with Contract Documents.

**07000 ACCESSORY ITEMS Addendum 2**

- B. Benches shall be measured per each (EA) installed. Assembled per manufacturer's direction. Pay Item shall include all labor, tools, equipment, materials, and incidentals to complete the work in accordance with Contract Documents.
  
- C. Picnic Table shall be measured per each (EA) installed. Assembled per manufacturer's direction. Pay Item shall include all labor, tools, equipment, materials, and incidentals to complete the work in accordance with Contract Documents.

**5.0 PAYMENT**

A. Payment shall be made under Pay Item No.

07000 A	Trash Receptacles	\$ _____	Each
07000 B	Benches	\$ _____	Each
07000 C	Picnic Tables	\$ _____	Each

**END OF SECTION**

**BID PROPOSAL**

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

**Bay St. Louis Downtown ADA Boardwalk Project**

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

BIDDER hereby agrees to commence WORK under this contract only upon receipt of a written "NOTICE TO PROCEED" and to substantially complete the:

1. Base Bid Project within 120 consecutive CALENDAR days thereafter and to be fully complete and ready for final payment within 150 consecutive CALENDAR days thereafter.
2. Alternate Bid 1 includes 30 additional consecutive CALENDAR days thereafter and to be fully complete and ready for final payment within 30 additional consecutive CALENDAR days thereafter.
3. Alternate Bid 2 includes 30 additional consecutive CALENDAR days thereafter and to be fully complete and ready for final payment within 30 additional consecutive CALENDAR days thereafter.

**00700 BID PROPOSAL -Addendum 2**

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

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: 1 DATE: October 30, 2025

NUMBER: 2 DATE: November 12, 2025

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

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

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

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

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

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written

**00700 BID PROPOSAL -Addendum 2**

"NOTICE TO PROCEED" that they fail to complete the work unless the Contract Time is extended by a written Change Order.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Bid. These Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond 5% of total Bid Amount sixty-two thousand four hundred seventy-four dollars and fifty-three cents DOLLARS (\$ 62,474.53 ) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of their failure to execute the Contract as proposed.

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

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

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

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

## 00700 BID PROPOSAL -Addendum 2

### NOTES:

1. Any erasure change or alteration of any kind must be initialed by the BIDDER.
2. Bid prices shall include sales tax and all other applicable taxes and fees. Quantities are estimated and there shall be no unit price adjustments should an increase or decrease in quantities be necessary. Bidder also agrees to bid each item in a fair and equitable manner. Any bid items deemed to be "unbalanced" shall be subject to negotiation between Owner and Bidder.
3. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item, but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
4. OWNER reserves the right to award any combination of base and alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.
5. In the event that an identical bid item appears in both the Base Bid and one or more Alternate Bids, the Bidder shall provide the same unit price for that item in all instances. Failure to do so may result in the Bid being considered non-responsive at the discretion of the Owner. Notwithstanding the foregoing, if the Bidder submits differing unit prices for the same bid item across the Base Bid and Alternate Bids, the Owner reserves the right, in its sole discretion and without notice to the Bidder, to adjust the unit price for such item to the lowest unit price submitted for that item in any part of the Bid. The adjusted unit price shall be used for purposes of bid evaluation, contract award, and payment for Work performed under the Contract.
6. Contractor shall submit with this Bid Proposal, a completed, original 00750 Questionnaire. Failure to submit completed form shall result in rejection of the bid.
7. By submission of this bid proposal, the contractor certifies that all work, material, equipment, and incidentals for a complete and operational project per applicable codes and funding requirements are included in their bid.

**00700 BID PROPOSAL -Addendum 2**

8. By submission of this Bid, Bidder certifies that they will self-perform a minimum of 75% of the total value of the project costs.
9. Construction activities shall only be allowed on Monday – Friday from 7:00 am – 5:00 pm. No excavation shall take place after 12:00 pm on Friday.
10. Work shall only take place Monday – Thursday 7:00 AM – 5:00 PM and Friday 7:00 AM to 12:00 PM. If any work is required outside of the regular work hours, the Contractor must submit a written request 48 hours prior to performing the work.
11. Contractor shall ensure that all facilities are operational at the end of each workday, holiday and weekend.

**00700 BID PROPOSAL -Addendum 2**

**BID SCHEDULE**

TO: The City of Bay St. Louis  
 Owner

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

**BID – Bay St. Louis Downtown ADA Boardwalk Project**

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
01500A	Mobilization	1	LS	\$ 9,740.30	\$ 9,740.30
01510A	Maintenance of traffic	1	LS	\$ 6,233.80	\$ 6,233.80
02000A	Remove and relocate trees, all types and sizes	1	LS	\$ 3,896.20	\$ 3,896.20
02000B	Remove and replace stop sign	1	EA	\$ 324.70	\$ 324.70
02000C	Remove curb, all types and sizes	4.5	LF	\$ 136.40	\$ 613.80
02000D	Remove railing at access ramps	48	LF	\$ 10.40	\$ 499.20
02000E	Remove timber balusters on existing ramps	60	LF	\$ 10.40	\$ 624.00
02000F	Remove railing at existing ramp in harbor	6.5	LF	\$ 60.40	\$ 392.60
02000G	Remove metal railing in harbor	8	LF	\$ 48.80	\$ 390.40
02000H	Remove timber decking on ramps over scour pad	60	LF	\$ 28.30	\$ 1,698.00
02000I	Remove and replace existing safety wire along top of seawall	125	LF	\$ 13.00	\$ 1,625.000
03300A	Concrete Sidewalk	60	SY	\$ 178.00	\$ 10,680.00
06100A	Timber framing for boardwalk, 16' wide	630	LF	\$ 509.10	\$ 320,733.00
06100B	Boardwalk decking, 16' wide	630	LF	\$ 265.00	\$ 166,950.00

**00700 BID PROPOSAL -Addendum 2**

06100C	Single Access Ramp	1	EA	\$ 6,493.60	\$ 6,493.60
06100D	Double Access Ramp	4	EA	\$ 9,740.30	\$ 38,961.20
06100E	ADA Timber Pedestrian Ramp Extension	75	LF	\$ 1,909.10	\$ 143,182.50
06500A	Lighting for Boardwalk, 16' wide	1	LS	\$ 33,168.90	\$ 33,168.90
06500B	Lighting for ADA Timber Pedestrian Ramp Extension	1	LS	\$ 4,870.20	\$ 4,870.20
07000A	Trash Receptacles	6	EA	\$ 779.30	\$ 4,675.80
07000B	Benches	10	EA	\$ 1,363.70	\$ 13,637.00
07000C	Picnic Table	4	EA	\$ 2,350.70	\$ 9,402.80
<b>Total Base Bid</b>					<b>\$ 776,793.00</b>


<b>Additive ALTERNATE #1 Additional Boardwalk</b>					
<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
01500A	Mobilization	1	LS	\$ 1,948.10	\$ 1,948.10
15010A	Traffic Control	1	LS	\$ 1,948.10	\$ 1,948.10
02000C	Remove curb, all types and sizes	10	LF	\$ 136.40	\$ 1,364.00
02000I	Remove and replace existing safety wire along top of seawall	85	LF	\$ 13.00	\$ 1,105.00
02000J	Remove and relocate Rip Rap	95	SF	\$ 39.00	\$ 3,705.00
06100A	Timber framing, 16' wide	100	LF	\$ 509.10	\$ 50,910.00
06100B	Boardwalk decking, 16' wide	100	LF	\$ 265.00	\$ 26,500.00
06100D	Double Access Ramp	1	EA	\$ 9,740.30	\$ 9,740.30
06100F	Boardwalk decking, 7.5' wide	150	LF	\$ 162.40	\$ 24,360.00
06100G	Metal post and timber boardwalk framing, 7.5' wide	150	LF	\$ 483.20	\$ 72,480.00
06500A	Lighting for boardwalk, 16' wide	1	LS	\$ 8,766.30	\$ 8,766.30

**00700 BID PROPOSAL -Addendum 2**

06500C	Lighting for boardwalk, 7.5' wide	1	LS	\$ 8,766.30	\$ 8,766.30
07000A	Trash Receptacles	2	EA	\$ 779.30	\$ 1,558.60
07000B	Benches	2	EA	\$ 1,363.70	\$ 2,727.40
<b>Total Additive Alternate #1</b>					<b>\$ 215,879.10</b>

<b>Additive ALTERNATE #2 - Additional Beach Access Ramp</b>					
<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
01500A	Mobilization	1	LS	\$ 1,298.80	\$ 1,298.80
15010A	Traffic Control	1	LS	\$ 1,298.80	\$ 1,298.80
06100H	ADA Timber Pedestrian Beach Access Ramp	1	LS	\$ 235,714.30	\$ 235,714.30
06500D	Lighting for ADA Pedestrian Beach Access Ramp	1	LS	\$ 18,506.50	\$ 18,506.50
<b>Total Additive Alternate #2</b>					<b>\$ 256,818.40</b>

**CONTRACTOR**

Signature:   
 Print: DAVID RUSH  
 Title: Managing Member  
 Address: 18391 Runnymede Rd.,  
Pass Christian, MS 39571

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

1. Provide E-Verification number 79400
2. Provide UEI Number and status K5H3H7L7WWG6 / 5LGU9  
Status: Active
3. MS First Act Certification Letter  
Please see attached page.

**CERTIFICATE OF RESPONSIBILITY NUMBER:**

14565-MC

**00700 BID PROPOSAL -Addendum 2**

**END OF SECTION**

00700-9

**PROJECT: Bay St. Louis Downtown ADA Boardwalk**

Engineering No. 15-007-010

**BID Opening:** Tuesday, November 18, 2025, at 10:30 am local time**LOCATION:** Bay St. Louis City Hall Conference Room, 2nd Floor**Bid Tabulation**

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

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
01500A	Mobilization	1	LS	\$ 9,740.30	\$ 9,740.30
01510A	Maintenance of traffic	1	LS	\$ 6,233.80	\$ 6,233.80
02000A	Remove and relocate trees, all types and sizes	1	LS	\$ 3,896.20	\$ 3,896.20
02000B	Remove and replace stop sign	1	EA	\$ 324.70	\$ 324.70
02000C	Remove curb, all types and sizes	4.5	LF	\$ 136.40	\$ 613.80
02000D	Remove railing at access ramps	48	LF	\$ 10.40	\$ 499.20
02000E	Remove timber balusters on existing ramps	60	LF	\$ 10.40	\$ 624.00
02000F	Remove railing at existing ramp in harbor	6.5	LF	\$ 60.40	\$ 392.60
02000G	Remove metal railing in harbor	8	LF	\$ 48.80	\$ 390.40
02000H	Remove timber decking on ramps over scour pad	60	LF	\$ 28.30	\$ 1,698.00
02000I	Remove and replace existing safety wire along top of seawall	125	LF	\$ 13.00	\$ 1,625.00
03300A	Concrete Sidewalk	60	SY	\$ 178.00	\$ 10,680.00
06100A	Timber framing for boardwalk, 16' wide	630	LF	\$ 509.10	\$ 320,733.00
06100B	Boardwalk decking, 16' wide	630	LF	\$ 265.00	\$ 166,950.00
06100C	Single Access Ramp	1	EA	\$ 6,493.60	\$ 6,493.60
06100D	Double Access Ramp	4	EA	\$ 9,740.30	\$ 38,961.20
06100E	ADA Timber Pedestrian Ramp Extension	75	LF	\$ 1,909.10	\$ 143,182.50
06500A	Lighting for Boardwalk, 16' wide	1	LS	\$ 33,168.90	\$ 33,168.90
06500B	Lighting for ADA Timber Pedestrian Ramp Extension	1	LS	\$ 4,870.20	\$ 4,870.20
07000A	Trash Receptacles	6	EA	\$ 779.30	\$ 4,675.80
07000B	Benches	10	EA	\$ 1,363.70	\$ 13,637.00
07000C	Picnic Table	4	EA	\$ 2,350.70	\$ 9,402.80
<b>Total Base Bid</b>					* \$ 778,793.00

**Additive ALTERNATE #1 Additional Boardwalk**

01500A	Mobilization	1	LS	\$ 1,948.10	\$ 1,948.10
15010A	Traffic Control	1	LS	\$ 1,948.10	\$ 1,948.10
02000C	Remove curb, all types and sizes	10	LF	\$ 136.40	\$ 1,364.00
02000I	Remove and replace existing safety wire along top of seawall	85	LF	\$ 13.00	\$ 1,105.00
02000J	Remove and relocate Rip Rap	95	SF	\$ 39.00	\$ 3,705.00
06100A	Timber framing, 16' wide	100	LF	\$ 509.10	\$ 50,910.00
06100B	Boardwalk decking, 16' wide	100	LF	\$ 265.00	\$ 26,500.00
06100D	Double Access Ramp	1	EA	\$ 9,740.30	\$ 9,740.30
06100F	Boardwalk decking, 7.5' wide	150	LF	\$ 162.40	\$ 24,360.00
06100G	Metal post and timber boardwalk framing, 7.5' wide	150	LF	\$ 483.20	\$ 72,480.00
06500A	Lighting for boardwalk, 16' wide	1	LS	\$ 8,766.30	\$ 8,766.30
06500C	Lighting for boardwalk, 7.5' wide	1	LS	\$ 8,766.30	\$ 8,766.30
07000A	Trash Receptacles	2	EA	\$ 779.30	\$ 1,558.60
07000B	Benches	2	EA	\$ 1,363.70	\$ 2,727.40
<b>Total Additive Alternate #1</b>					\$ 215,879.10

**Additive ALTERNATE #2 - Additional Beach Access Ramp**

01500A	Mobilization	1	LS	\$ 1,298.80	\$ 1,298.80
15010A	Traffic Control	1	LS	\$ 1,298.80	\$ 1,298.80
06100H	ADA Timber Pedestrian Beach Access Ramp	1	LS	\$ 235,714.30	\$ 235,714.30
06500D	Lighting for ADA Pedestrian Beach Access Ramp	1	LS	\$ 18,506.50	\$ 18,506.50
<b>Total Additive Alternate #2</b>					\$ 256,818.40
<b>Total Bid</b>					* \$ 1,251,490.50

\* Mathematical errors have been corrected

THIS IS TO CERTIFY THAT THE TABULATION OF BIDS SHOWN HEREIN IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

## Addendum to City of Bay St. Louis Contracts

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

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

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

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

Miss. Code Ann. § 11-46-1, et seq.

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

U.S. Const. Amend. XI.

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

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

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

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

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

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

(January 25, 2006).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. BSL does not make any warranty.

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

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

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

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

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

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

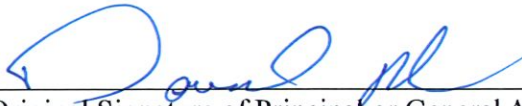
23. Neither party may assign its rights or delegate its duties under the contract without the prior written consent of the other party, which shall not be unreasonably withheld.

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

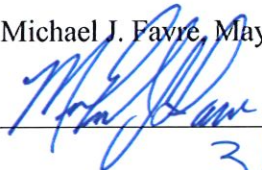
25. Contractor acknowledges that the individual executing the contract on behalf of BSL is doing so only in his/her official capacity only, and to the extent that any provision contained in the

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

**CONTRACTOR**

By:   
(Original Signature of Principal or General Agent)  
NAME/TITLE: David Rush / Managing Member  
COMPANY: David Rush Construction, LLC  
DATE: 3/2/2026

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

By: Michael J. Favre, Mayor  
SIGNATURE:   
DATE: 3/12/26



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/03/2025

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).


<b>PRODUCER</b> AssuredPartners Gulf Coast Ins Agency LLC 2510 14th Street Suite 870 Gulfport MS 39501		<b>CONTACT NAME:</b> Angel Pellegal <b>PHONE (A/C, No, Ext):</b> (228) 832-9313 <b>FAX (A/C, No):</b> (228) 832-1321 <b>E-MAIL ADDRESS:</b> angel.pellegal@assuredpartners.com	
<b>INSURED</b> David Rush Construction LLC 18391 Runnymede Road Pass Christian MS 39571		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Crum & Forster Specialty Insurance Co NAIC # 44520 <b>INSURER B:</b> Evanston Insurance Company 35378 <b>INSURER C:</b> AmFed Casualty Insurance Co 11963 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL2512353784      **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GLO218611	11/08/2025	11/08/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y		XOBW10497025	11/08/2025	11/08/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC125-6005155	05/02/2025	05/02/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  City of Bay St. Louis 688 Hwy 90  Bay St Louis MS 39520	<b>CANCELLATION</b>  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 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/27/2026

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).

<b>PRODUCER</b> UNITED RISK AGENCY 2137 E PASS RD STE E, GULFPORT, MS 39507	<b>CONTACT NAME:</b> Progressive Commercial Lines Customer and Agent Servicing	
	<b>PHONE (A/C, No, Ext):</b> 1-800-444-4487	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> progressivecommercial@email.progressive.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Progressive Gulf Insurance Company		42412
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
David Rush Construction LLC  
18396 Runnymede Dr  
Pass Christian, MS 39571

**COVERAGES**                      **CERTIFICATE NUMBER:** 876269240082932553D022726T154000                      **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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	989953045	12/01/2025	12/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	See ACORD 101 for additional coverage details.	N	N	989953045	12/01/2025	12/01/2026	\$

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

### CERTIFICATE HOLDER

City of Bay St. Louis  
688 Highway 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  
*Mark P... ..*

AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY UNITED RISK AGENCY		NAMED INSURED David Rush Construction LLC 18396 Runnymede Dr Pass Christian, MS 39571	
POLICY NUMBER 989953045		EFFECTIVE DATE: 12/01/2025	
CARRIER Progressive Gulf Insurance Company	NAIC CODE 42412		

### ADDITIONAL REMARKS

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

### Additional Coverages

Insurance coverage(s)	Limits
Uninsured/Underinsured Motorist	\$300,000 Combined Single Limit
Uninsured Motorist Property Damage	\$50,000 w/\$200 Ded

### Description of Location/Vehicles/Special Items

#### Scheduled autos only

2017 CHEVROLET SILVERADO 1GC1CUEG8HF198442

Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
Medical Payments	\$5,000 each person

2022 HONDA RIDGELINE 5FPYK3F75NB003981

Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
Medical Payments	\$5,000 each person



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

5/21/2026

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

AGENCY Betz Rosetti & Associates Inc. 2304 19th Street, Suite 102 Gulfport, MS 39501	PHONE (A/C, No, Ext): 228-701-0200	COMPANY Lloyd's of London	
FAX (A/C, No): 228-867-2500	E-MAIL ADDRESS: info@betzrosetti.com		
CODE:	SUB CODE:		
AGENCY CUSTOMER ID #: DAVIRUS-01		LOAN NUMBER	POLICY NUMBER CSN0018024
INSURED David Rush Construction, LLC 18391 Runnymede Rd Pass Christian MS 39571-8941		EFFECTIVE DATE 05/19/2026	EXPIRATION DATE 05/19/2027
		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:			

## PROPERTY INFORMATION

LOCATION/DESCRIPTION Loc # 1, Bldg # 1, North Beach Blvd, Bay Saint Louis, MS 39520
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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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
Boardwalk Outdoor Property, Replacement Cost, Special Excluding Theft Wind/Hail					\$778,793	\$10,000 50,000

## REMARKS (Including Special Conditions)

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## 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.

## ADDITIONAL INTEREST

NAME AND ADDRESS  City of Bay St. Louis P O Box 2550 Bay St Louis, MS 39521	<input checked="" type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE 		



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/02/2026

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).

<b>PRODUCER</b> AssuredPartners Gulf Coast Ins Agency LLC 2510 14th Street Suite 870 Gulfport MS 39501		<b>CONTACT NAME:</b> Angel Pellegal <b>PHONE (A/C, No, Ext):</b> (228) 832-9313 <b>FAX (A/C, No):</b> (228) 832-1321 <b>E-MAIL ADDRESS:</b> angel.pellegal@assuredpartners.com	
<b>INSURED</b> David Rush Construction LLC 18391 Runnymede Road Pass Christian MS 39571		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Crum & Forster Specialty Insurance Co NAIC # 44520 <b>INSURER B:</b> Evanston Insurance Company 35378 <b>INSURER C:</b> AmFed Casualty Insurance Co 11963 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	


**COVERAGES**                      **CERTIFICATE NUMBER:** CL2512353784                      **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO218611	11/08/2025	11/08/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			XOBW10497025	11/08/2025	11/08/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC125-6005155	05/02/2025	05/02/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

General Liability Policy includes Additional Insured (CG 20 33, 12/19), Primary and Non-Contributory (CFSIC GL 1002, 9/20), and Waiver of Subrogation (CG 24 04, 12/19) extended, as is required by written contract. Excess Policy follows form. David Rush is excluded on the Workers Compensation policy.

<b>CERTIFICATE HOLDER</b>  Chiniche Engineering & Surveying 407 Hwy 90  Bay St. Louis MS 39520	<b>CANCELLATION</b>  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 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/27/2026

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).

<b>PRODUCER</b> UNITED RISK AGENCY 2137 E PASS RD STE E, GULFPORT, MS 39507	<b>CONTACT</b> NAME: Progressive Commercial Lines Customer and Agent Servicing	
	PHONE (A/C, No, Ext): 1-800-444-4487	FAX (A/C, No):
E-MAIL ADDRESS: progressivecommercial@email.progressive.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A : Progressive Gulf Insurance Company		42412
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

**INSURED**  
David Rush Construction LLC  
18396 Runnymede Dr  
Pass Christian, MS 39571

### COVERAGES

**CERTIFICATE NUMBER:** 876269240082932553D022726T154201

**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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	989953045	12/01/2025	12/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	See ACORD 101 for additional coverage details.	N	N	989953045	12/01/2025	12/01/2026	\$

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

### CERTIFICATE HOLDER

Chiniche Engineering & Surveying  
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

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**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> UNITED RISK AGENCY		<b>NAMED INSURED</b> David Rush Construction LLC 18396 Runnymede Dr Pass Christian, MS 39571	
<b>POLICY NUMBER</b> 988953045		<b>EFFECTIVE DATE:</b> 12/01/2025	
<b>CARRIER</b> Progressive Gulf Insurance Company	<b>NAIC CODE</b> 42412		

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

**Additional Coverages**

Insurance coverage(s)	Limits
Uninsured/Underinsured Motorist	\$300,000 Combined Single Limit
Uninsured Motorist Property Damage	\$50,000 w/\$200 Ded

**Description of Location/Vehicles/Special Items**

Scheduled autos only	
2017 CHEVROLET SILVERADO 1GC1CUEG8HF198442	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
Medical Payments	\$5,000 each person
2022 HONDA RIDGELINE 5FPYK3F75NB003981	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
Medical Payments	\$5,000 each person



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

5/21/2026

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AGENCY Betz Rosetti & Associates Inc. 2304 19th Street, Suite 102 Gulfport, MS 39501	PHONE (A/C. No. Ext): 228-701-0200	COMPANY Lloyd's of London	
FAX (A/C. No): 228-867-2500	E-MAIL ADDRESS: info@betzrossetti.com		
CODE:	SUB CODE:		
AGENCY CUSTOMER ID #: DAVIRUS-01		LOAN NUMBER	POLICY NUMBER CSN0018024
INSURED David Rush Construction, LLC 18391 Runnymede Rd Pass Christian MS 39571-8941		EFFECTIVE DATE 05/19/2026	EXPIRATION DATE 05/19/2027
		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:			

## PROPERTY INFORMATION

LOCATION/DESCRIPTION Loc # 1, Bldg # 1, North Beach Blvd, Bay Saint Louis, MS 39520
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COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
Boardwalk Outdoor Property, Replacement Cost, Special Excluding Theft Wind/Hail					\$778,793	\$10,000 50,000

## REMARKS (Including Special Conditions)

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## 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.

## ADDITIONAL INTEREST

NAME AND ADDRESS  James J Chiniche, PA Inc DBA Chiniche Engineering and Surveying 407 Highway 90 Bay Saint Louis, MS 39520-2822	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	MORTGAGEE		
	LOAN #	AUTHORIZED REPRESENTATIVE 	