



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/25/2021

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> Arthur J. Gallagher Risk Management Services, Inc. 1076 Highland Colony Parkway, Suite 300 Ridgeland MS 39157	<b>CONTACT NAME:</b> Rita Clark <b>PHONE (A/C, No, Ext):</b> 601-605-3133 <b>E-MAIL ADDRESS:</b> Rita_Clark@ajg.com	<b>FAX (A/C, No):</b> 601-605-4082
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> ERS, Inc. 1635 Lelia Drive Suite #202 Jackson MS 39216	<b>INSURER A :</b> The Travelers Indemnity Company of CT	
	<b>INSURER B :</b> Travelers Property Casualty Co of America	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER: 1570310687**                      **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 INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			4TC04C524184TCT20	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA0L8434192026G	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP7H570344202S	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<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 <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A			UB0K166617212SG	2/8/2021	2/8/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Inland Marine Installation Floater			QT6604241L866TIL20	11/1/2020	11/1/2021	Rented/Leased R/L Ded \$200,000 Installation \$1,000 \$275,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Installation Floater deductible is \$1,000  
 Project: NRCS Grant - Channel Stabilization at Diamondhead Drive @ Alkii Way NR204423XXXXC80 Diamondhead, MS Pickering Fire, Inc. Project No. 25748.00

<b>CERTIFICATE HOLDER</b>  City of Diamondhead, MS 5000 Diamondhead Circle Diamondhead MS 39525	<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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**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_  
in the year \_\_\_\_\_ by and between the

CITY OF DIAMONDHEAD, MISSISSIPPI  
(hereinafter called the OWNER) and

\_\_\_\_\_  
(hereinafter called CONTRACTOR)

WITNESSETH that OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1    WORK

CONTRACTOR shall perform all work as specified or indicated in the Contract Documents for the completion of the Project generally described as follows:

**NRCS GRANT – CHANNEL STABILIZATION  
AT DIAMONDHEAD DRIVE @ ALKII WAY  
NR204423XXXXC080  
Diamondhead, Mississippi  
Pickering Firm, Inc. Project No. 25748.00**

ARTICLE 2    ENGINEER

The Project has been designed by Pickering Firm, Inc. (126 Rue Magnolia, Biloxi, Mississippi 39530), who is hereinafter called ENGINEER and who will assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in accordance with the Contract Documents.

ARTICLE 3    CONTRACT TIME

The work herein described shall be completed within **60 consecutive calendar days** for the project after the date of the Contract Time commences. This date is proposed from the date when the Contract Time commences to run following the issuing of a Notice to Proceed order.

ARTICLE 4    CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the work in accordance with the Contract Documents in current funds at the lump sum or unit prices presented in the Schedule of Values attached to this Agreement.

## ARTICLE 5 APPLICATION FOR PAYMENT

OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Application for Payment as recommended by ENGINEER during the course of this Agreement. All progress payments will be on the basis of the progress of the work completed and stored to date.

## ARTICLE 6 PROGRESS AND FINAL PAYMENTS

OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Application for payment as approved by ENGINEER. All progress payments will be on the basis of the progress of the work measured by the Schedule of Values.

- 6.1 *Progress Payments.* Prior to substantial completion, OWNER shall make progress payments in an amount equal to: 95% of the work completed, and 95% of material and equipment not incorporated in the work but delivered and suitably stored, less than each case the aggregate of payments previously made.

The OWNER at any time, however, after fifty (50) percent of the WORK has been completed, if ENGINEER recommends to OWNER that satisfactory progress is being made, OWNER shall reduce retainage to two and one-half (2-1/2) percent on the current and remaining estimates.

- 6.2 *Retainage.* Upon substantial completion, OWNER shall pay an amount sufficient to increase total payments of CONTRACTOR to 97.5% of the Contract Price, less retainage as the ENGINEER shall determine.

- 6.3 *Final Acceptance and Payment.* Upon final completion of the work and settlement of all claims, the CONTRACTOR may request a final inspection and may make a final Application for Payment upon the OWNER'S certificate of final acceptance.

The CONTRACTOR shall furnish the OWNER a notarized affidavit certifying that all claims, liens and other outstanding obligations incurred by him and his subcontractors in the performance of the work have been paid and settled at the submission of the Application for Final Payment.

## ARTICLE 7 CONTRACT DOCUMENTS

The Contract Documents which comprise the contract between the OWNER and CONTRACTOR consist of the following documents, which are made a part of this agreement as fully as if disclosed and written at length and made a part thereof:

- 7.1 Invitation for Bids,
- 7.2 Standard Form of Agreement (AG-1 to AG-5, inclusive) and exhibits to this agreement,
- 7.3 Contractor's Performance Bond and Payment Bond,
- 7.4 Instructions to Bidders, (pages IB-1 to IB-6 inclusive),
- 7.5 E-Verify Certification and Bid Package Checklist

- 7.6 Standard General Conditions of Contract,
- 7.7 Supplementary General Conditions and Exhibit A,
- 7.8 Bid Proposal (pages P-1 to P-7, inclusive) and any Addenda,
- 7.9 Technical Specifications,
- 7.10 Construction Drawings,
- 7.11 Any modifications, including Change Orders, duly delivered after execution of this agreement,
- 7.12 Notice of Award,
- 7.13 Notice to Proceed, and
- 7.14 Contractor's Bid Bond/Bid Security

#### ARTICLE 8 MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in the Standard General Conditions shall have the meanings indicated in the Standard General Conditions.
- 8.2 Neither the OWNER nor CONTRACTOR shall, without prior written consent of the other, assign or sublet in whole or in part his/her interest under any of the Contract Document; and specifically, CONTRACTOR shall not assign any moneys due or to become due without prior written consent of OWNER.
- 8.3 OWNER and CONTRACTOR each binds himself/herself, his/her partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may be only altered, amended or repealed by a duly executed written instrument.
- 8.5 CONTRACTOR shall guarantee all work for one (1) full year after substantial completion as defined in the Standard General Conditions.
- 8.6 CONTRACTOR shall pay liquidated damages in the amount of EIGHT HUNDRED DOLLARS (\$800.00) per calendar day for each consecutive calendar day over the contract time.
- 8.7 Insurance requirements: CONTRACTOR shall meet all of the insurance requirements stipulated in the Standard General Conditions and Supplementary General Conditions.

ARTICLE 9 OTHER PROVISIONS

- 9.1 OWNER will monitor the performance of CONTRACTOR against goals and performance standards required herein. Substandard performance as determined by OWNER will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by CONTRACTOR within a reasonable period of time after being notified by OWNER, contract suspension or termination procedures will be initiated in accordance with the Standard General Conditions.
- 9.2 OWNER may also suspend or terminate this contract at any time by giving written notice to CONTRACTOR of such suspension or termination as specified in Section 15 of the Standard General Conditions of this CONTRACT. CONTRACTOR may STOP WORK or TERMINATE WORK in accordance with Section 15.04 of the Standard General Conditions and as modified by the Supplementary General Conditions both of this CONTRACT.
- 9.3 CONTRACTOR shall retain all records pertinent to expenditures incurred under this contract for a period of three (3) years after the termination of all activities funded under this agreement or after the resolution of all activities funded under this agreement.
- 9.4 CONTRACTOR shall ensure that each SUBCONTRACT includes all the provisions of this contract. CONTRACTOR is responsible for monitoring all SUBCONTRACTORS to ensure compliance with the provisions contained herein. CONTRACTOR shall not enter into any SUBCONTRACT without the written approval of OWNER.
- 9.5 Regarding Section 16.01 *Methods and Procedures* of **ARTICLE 16 - DISPUTE RESOLUTION** of the Standard General Conditions, this Section has been deleted via the Supplementary General Conditions and replaced with the following:

**16.01 Methods and Procedures**

- A. OWNER has not agreed to binding arbitration as a method and procedure for resolving disputes between OWNER and CONTRACTOR. A court of competent jurisdiction will only be used to settle all claims, disputes, and other matters in question arising out of, or relating to, the CONTRACT or breach thereof.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESSETH WHEREOF; the parties have executed this Agreement the day and year first above written.

CITY OF DIAMONDHEAD, MISSISSIPPI

BY: \_\_\_\_\_  
Sign

Name: \_\_\_\_\_  
Print

Title: \_\_\_\_\_  
Print


(SEAL)

ATTEST: \_\_\_\_\_  
Sign

Name: \_\_\_\_\_  
Print

Title: \_\_\_\_\_  
Print

CONTRACTOR:

\_\_\_\_\_  
BY:   
Sign

Name: Todd Roberts  
Print

Title: President  
Print

Address 1635 LELIA DR., SUITE 202  
Jackson, MS 39216

(SEAL)

ATTEST:   
Sign

Name: Brenda Bond  
Print

Title: Business Administrator  
Print

**PERFORMANCE BOND**

Bond No. 4441417

KNOW ALL MEN BY THESE PRESENTS that we, ERS Inc  
(Name of Contractor)

1635 Lelia Dr, Suite 202, Jackson, MS 39216

Address of Contractor

a corporation, hereinafter called Principal,  
Corporation, partnership or individual

and SureTec Insurance Company  
Name of Surety

2103 CityWest Blvd, Suite 1300, Houston, TX 77042

Address of Surety

a Corporation organized and existing under the laws of the State of Texas and duly authorized to transact business in the State of Mississippi hereinafter called Surety, are held and firmly bound unto the City of Diamondhead, hereinafter called the OWNER, in the penal sum of Three hundred forty-two thousand nine hundred five and no/100 Dollars (\$ \$342,905.00\*\*) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 21 day of May 20 21, a copy of which is hereto attached and made a part hereof for the construction of:

**NRCS GRANT – CHANNEL STABILIZATION  
AT DIAMONDHEAD DRIVE @ ALKH WAY  
NR204423XXXXC080  
DIAMONDHEAD, MISSISSIPPI  
PICKERING FIRM, INC. PROJECT NO. 25748.00**

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertaking, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in fully force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the State of Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Section 27-65-1, 27-65-21, 27-67-1, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS THEREOF, this instrument is executed in six (6) counterparts, each on of which shall be deemed an original, this the 26 day of May, 2021.

ATTEST:

Kris Lane  
Principal's Secretary

(SEAL)

Mchal Hale  
Witness to Principal

606 GUNTER GAP RD  
Address

ROBBINSVILLE

ERS, Inc

Principal

1635 Lelia Dr, Suite 202, Jackson, MS 39216

Address

BY:

Todd Roberts

Todd Roberts, President

SureTec Insurance Company

Surety

BY:

Sherrill A. Kelley

Sherrill A. Kelley Attorney-In-Fact

ATTEST:

See Power Attached

Surety's Secretary

(SEAL)

Jodie Thom  
Witness as to Surety

1076 Highland Colony Pkwy, Ste 300

Address

Ridgeland, MS 39157

1076 Highland Colony Pkwy, Ste 300

Address

Ridgeland, MS 39157

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

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

**The Riders attached hereto are incorporated in this bond and modify coverage under this bond.**

**SureTec Rider  
Force Majeure**



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**THIS RIDER MODIFIES COVERAGE TERMS IN THE BOND TO WHICH IT IS ATTACHED**

To obtain information, make a complaint or assert a claim, or if you have a dispute concerning your premium, you should call the Surety's toll free telephone number for information at: (866) 732-0099. You may also write to the Surety at:

**SureTec Insurance Company**  
**9737 Great Hills Trail, Suite 320**  
**Austin, Tx 78759**  
**512-732-0099**

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**Terrorism Risk Exclusions**

Notwithstanding anything to the contrary in the Construction Contract and Bond, the Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, acts of terrorism, riot, civil insurrection, acts of war or armed hostilities or other national or international calamity, directly or indirectly frustrating performance of, or directly or indirectly causing any loss or damage under, the Construction Contract for which this Bond was issued.

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**Warranty Time Limitation**

Notwithstanding anything to the contrary in the Bond or bonded contract, in no event shall Surety have any obligation for any loss occurring or claim made by Obligee more than twenty-five (25) months after the date on which Principal has substantially completed the work under such contract.

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**Exclusion of Liability for  
Mold & Environmental Hazards**

Notwithstanding anything to the contrary in the Construction Contract and Bond, the Bond to which this Rider is attached does not provide coverage for, and the Surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

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**Important Notice Regarding  
Calculation of Premium**

Adjustments to the contract price entitle the Surety to adjust premium charged. Adjustments in premium charged reflect the adjustment in risk to Surety, not a change in the bond amount. Notwithstanding anything to the contrary in the Construction Contract and Bond, adjustments to the contract price or the premium charged shall not change the bond amount.

**SureTec Insurance Company**  
**THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION**

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**FORCE MAJEURE RIDER**

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The obligations of the Surety and Principal under the Bond or Bonds to which this Rider is annexed are subject to the following limitations and conditions, to wit: that, it is a condition precedent to their liability hereunder that the contractual obligation (the contract or subcontract, as the case may be, being referred to in this Rider as the "Contract") between the Principal and the Obligee underlying this Bond includes (or shall be considered amended to include) a *Force Majeure* exclusion holding that the Principal and its Sureties shall not be held liable under this Bond or under the Contract for any impacts, delays, defaults, or damages related to Principal's work arising from, or related to epidemics, pandemics, medical emergencies, supply line interruptions, or natural disasters impacting the work required by the Contract, regardless of where such events occur, acts of God, terrorism, war, acts of government or administrative suspension, limitation, or shut-down, or the direct or indirect consequences or aftermath of any of the foregoing, and the Contract further provides that the Principal shall be entitled to an extension of the Contract Time and an equitable adjustment of the Contract Price, as a result of any of the exclusions heretofore cited. In the event the provisions for *force majeure*, time extensions, or equitable adjustment for time and money are more favorable to Principal in the Contract, than in this Rider, the more favorable shall apply.

**PAYMENT BOND**

Bond No. 4441417

KNOW ALL MEN BY THESE PRESENTS that we the undersigned

ERS, Inc, 1635 Lelia Dr, Suite 202, Jackson, MS 39216

Name and Address of Contractor

a \_\_\_\_\_ Corporation, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

SureTec Insurance Company

Name of surety

2103 CityWest Blvd, Suite 1300, Houston, TX 77042

Address of surety

hereinafter called Surety, are held and firmly bound unto the City of Diamondhead, Mississippi, hereinafter referred to as the "Owner", in the penal sum of Three hundred forty-two thousand nine hundred five and no/100 Dollars Dollars ( \$\$\$342,905.00\*\* )

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 21 day of MAY, 2021, a copy of which is hereto attached and made a part hereof for the construction of:

**NRCS GRANT – CHANNEL STABILIZATION  
AT DIAMONDHEAD DRIVE @ ALKII WAY  
NR204423XXXXC080  
DIAMONDHEAD, MISSISSIPPI  
PICKERING FIRM, INC. PROJECT NO. 25748.00**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporation furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amount due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each on of which shall be deemed an original, this the 26 day of MAY, 2021.

ATTEST:

Kris Lund  
Principal's Secretary

(SEAL)

Michael Holley  
Witness to Principal

606 GUNTER GAP RD  
Address

ROBBINSVILLE, NC 28771

ERS, Inc  
Principal

1635 Lelia Dr, Ste 202  
Address

BY: Jackson, MS 39216

[Signature]

SureTec Insurance Company  
Surety

BY: Sherill A. Kelley  
Sherill A. Kelley Attorney-In-Fact

ATTEST:

See Power Attached  
Surety's Secretary

(SEAL)

Jodie Thom  
Witness as to Principal

1076 Highland Colony Pkwy, Ste 300  
Address

Ridgeland, MS 39157

1076 Highland Colony Pkwy, Ste 300  
Address

Ridgeland, MS 39157

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

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

**The Riders attached hereto are incorporated in this bond and modify coverage:**

**SureTec Rider  
Force Majeure**

PMT-2



**THIS RIDER MODIFIES COVERAGE TERMS IN THE BOND TO WHICH IT IS ATTACHED**

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**SureTec Insurance Company**  
**9737 Great Hills Trail, Suite 320**  
**Austin, Tx 78759**  
**512-732-0099**

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**Terrorism Risk Exclusions**

Notwithstanding anything to the contrary in the Construction Contract and Bond, the Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, acts of terrorism, riot, civil insurrection, acts of war or armed hostilities or other national or international calamity, directly or indirectly frustrating performance of, or directly or indirectly causing any loss or damage under, the Construction Contract for which this Bond was issued.

---

**Warranty Time Limitation**

Notwithstanding anything to the contrary in the Bond or bonded contract, in no event shall Surety have any obligation for any loss occurring or claim made by Obligee more than twenty-five (25) months after the date on which Principal has substantially completed the work under such contract.

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**Exclusion of Liability for  
Mold & Environmental Hazards**

Notwithstanding anything to the contrary in the Construction Contract and Bond, the Bond to which this Rider is attached does not provide coverage for, and the Surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

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**Important Notice Regarding  
Calculation of Premium**

Adjustments to the contract price entitle the Surety to adjust premium charged. Adjustments in premium charged reflect the adjustment in risk to Surety, not a change in the bond amount. Notwithstanding anything to the contrary in the Construction Contract and Bond, adjustments to the contract price or the premium charged shall not change the bond amount.

**SureTec Insurance Company**  
**THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION**

---

**FORCE MAJEURE RIDER**

---

The obligations of the Surety and Principal under the Bond or Bonds to which this Rider is annexed are subject to the following limitations and conditions, to wit: that, it is a condition precedent to their liability hereunder that the contractual obligation (the contract or subcontract, as the case may be, being referred to in this Rider as the "Contract") between the Principal and the Obligee underlying this Bond includes (or shall be considered amended to include) a *Force Majeure* exclusion holding that the Principal and its Sureties shall not be held liable under this Bond or under the Contract for any impacts, delays, defaults, or damages related to Principal's work arising from, or related to epidemics, pandemics, medical emergencies, supply line interruptions, or natural disasters impacting the work required by the Contract, regardless of where such events occur, acts of God, terrorism, war, acts of government or administrative suspension, limitation, or shut-down, or the direct or indirect consequences or aftermath of any of the foregoing, and the Contract further provides that the Principal shall be entitled to an extension of the Contract Time and an equitable adjustment of the Contract Price, as a result of any of the exclusions heretofore cited. In the event the provisions for *force majeure*, time extensions, or equitable adjustment for time and money are more favorable to Principal in the Contract, than in this Rider, the more favorable shall apply.

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Sherrill A. Kelley, David Ray Robertson, Jessica Windham, John E. Marchetti, John G. Raines, Kelli Burnum, Rita G. Clark

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Twenty Five Million and 00/100 Dollars (\$25,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

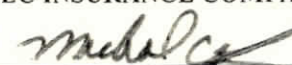
*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 23<sup>rd</sup> day of November A.D. 2020 .

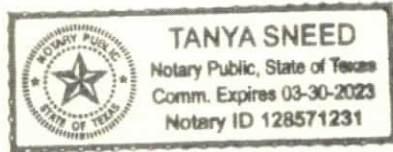
SURETEC INSURANCE COMPANY


By:   
Michael C. Keimig, President



State of Texas                    ss:  
County of Harris


On this 23<sup>rd</sup> day of November A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Tanya Sneed, Notary Public  
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this \_\_\_\_\_ day of \_\_\_\_\_, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.