

BID PROPOSAL
(To be submitted in duplicate, one original and one copy)

Proposal of David Rush Construction
(hereinafter called "Bidder"), organized and existing under the laws of the State of Mississippi doing business as David Rush Construction.

To City of Pass Christian, Mississippi, (hereinafter called "Owner").
Gentlemen:

The Bidder, in compliance with your invitation for bids for:

**CITY OF PASS CHRISTIAN
HURRICANE IDA REPAIRS - PHASE I
PASS CHRISTIAN SMALL CRAFT HARBOR(S)**

having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 90 consecutive calendar days thereafter as stated hereafter in this proposal. Bidder further agrees to pay as liquidated damages, the sum of \$450.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph B of the Supplemental General Conditions.

Bidder acknowledges receipt of the following addendum:

David Rush - Managing Member

*Insert corporation, partnership or individual as applies

Complete unit price in words and figures under Item Description and the Extension (Unit Price x Quantity) in figures.

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following unit prices:

HURRICANE IDA REPAIRS - PHASE I

| BID SCHEDULE NO. 1 | | | |
|---------------------------|--|-----------------|------------------|
| NO. | ITEM DESCRIPTION | QUANTITY | EXTENSION |
| 1-A | DEMOLITION <u>Four Thousand Five Hundred</u> | 1 L.S. | \$ 4,500 |
| | | (\$ 4,500) | |
| 3-A | PIER C-3 - REPLACE CONCRETE UTILITY CHASE PANEL <u>Two Thousand Five Hundred</u> | 1 EA | \$ 2,500 |
| | | (\$ 2,500) | |
| 3-B | PIER C-3 - EPOXY INJECT CRACKS - REPAIR CONCRETE UTILITY CHASE PANELS - WEST HARBOR <u>Thirty-Six Thousand</u> | 45 EA | \$ 36,000 |
| | | (\$ 800) | |
| 3-C | PIER C-3 RESET UNDAMAGED CONCRETE UTILITY CHASE PANELS - WEST HARBOR <u>Twenty-Two Thousand Four Hundred</u> | 28 EA | 22,400 |
| | | (\$ 800) | |
| | Pier C-3 Asphalt and Concrete Repairs | | |
| 2-A | SELECT SANDY BACKFILL (LVM) - PIER C-3 <u>Forty-Five</u> | 0.15 CY | \$ 45 |
| | | (\$ 300) | |
| 3-D | REMOVE AND REPLACE CONCRETE CURB/ISLAND PAVING (30'L X 2.5'W X 6"THICK, INCLUDING 10' OF CONCRETE GUTTER - 10'L X 14"W X 6" THICK - REPLACE IN-KIND) <u>Seven Thousand Five Hundred</u> | 1 LS | \$ 7500 |
| | | (\$ 7500) | |

| | | | | | |
|---|--|------|----|--------------------|-----------|
| 4-A | SAWCUT, REMOVE AND REPLACE 2" COMPACTED ASPHALT PAVEMENT (SC-1, TYPE 8, PLAN MEASURE APPROX. 4'L X 3'W X 2"THICK) | 1 | LS | | |
| | | | | | \$ 3,500 |
| | <u>Three Thousand Five Hundred</u> | | | <u>(\$ 3,500)</u> | |
| NW Boat Launch Asphalt Repairs | | | | | |
| 2-A | SELECT SANDY BACKFILL (LVM) - NW BOAT LAUNCH | 1.40 | CY | | |
| | | | | | \$ 420 |
| | <u>Four Hundred Twenty</u> | | | <u>(\$ 300)</u> | |
| 4-B | SAWCUT, REMOVE AND REPLACE 4" COMPACTED ASPHALT PAVEMENT (SC-1, TYPE 8, PLAN MEASURE APPROX. 18.7'L X 6'W X 4"THICK) | 1 | LS | | |
| | | | | | \$ 4,500 |
| | <u>Four Thousand Five Hundred</u> | | | <u>(\$ 4,500)</u> | |
| East Harbor Irrigation System Repairs | | | | | |
| 5-A | 3" IRRIGATION SYSTEM PIPING AND FITTINGS | 150 | LF | | |
| | | | | | \$ 4,500 |
| | <u>Four Thousand Five Hundred</u> | | | <u>(\$ 30)</u> | |
| 5-B | 1" IRRIGATION SYSTEM PIPING AND FITTINGS | 150 | LF | | |
| | | | | | \$ 3,750 |
| | <u>Three Thousand Seven Hundred Fifty</u> | | | <u>(\$ 25)</u> | |
| 5-C | PIER C-3 - 1" HDPE WATER LINE | 417 | LF | | |
| | | | | | \$ 10,425 |
| | <u>Ten Thousand Four Hundred Twenty Five</u> | | | <u>(\$ 25)</u> | |
| 6-A | SALVAGE OF MISCELLANEOUS ITEMS - (SHOWN AS A NEGATIVE NUMBER) | 1 | LS | | |
| | | | | | \$ 0 |
| | <u></u> | | | <u>(\$ 0)</u> | |
| TOTAL BID SCHEDULE NO. 1: | | | | | |
| One Hundred Thousand and Forty Dollars | | | | (\$ 100,040 |) |
| (AMOUNTS ARE TO BE IN WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN. | | | | | |

| ALTERNATE NO. 1- FRP DECKING | | | | | |
|---|---|----------|-----------|--------------------|------------|
| NO. | DESCRIPTION | QUANTITY | EXTENSION | | |
| 3-E | PROVIDE AND INSTALL FRP GRATE DUCT COVERS, INCLUDING HDG SUPPORTS, STRINGERS AND FASTENING HARDWARE ON PIER C-3 - WEST HARBOR | 417 | LF | | |
| | | | | | \$ 240,192 |
| | <u>Two Hundred Forty Thousand One Hundred Ninety-Two</u> | | | <u>(\$ 576)</u> | |
| TOTAL ALTERNATE NO. 1 - FRP DECKING | | | | | |
| | | | | (\$ 240,192 |) |
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Bidder understands that the Owner reserves the right to reject any or all bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract within 10 days and deliver a Surety

Five percent of bid (\$ 3%)
is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated

Respectfully submitted:

By 
Title Managing Member
(SEAL - if bid is by corporation)

Address:

David Rush Construction
18391 Runnymede Rd
Pass Christian, MS 39571

Cert. of Resp. No. 14565-MC

| BID SUMMARY | |
|---|---------------|
| TOTAL BASE BID: | |
| One Hundred Thousand and Forty Dollars | (\$ 100,040) |
| | |
| TOTAL ALTERNATE NO. 1- FRP DECKING | |
| | (\$ 240,192) |
| Two Hundred Forty Thousand One Hundred Ninety-Two | |

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, NON-COLLUSION
AND OTHER RESPONSIBILITY MATTERS**

Under Executive Order 12549 individuals or organizations debarred from participation in Federal Assistance Programs may not receive an assistance award under a federal program or subagreement there under for \$25,000 or more. Accordingly each recipient of a Federally-Funded contract or subcontract exceeding \$25,000 must complete the following certification (see 40 CFR 32.510). The prime bidder shall attach the copies of this certification to his bid.

The prospective participant certifies to the best of their knowledge and belief that it and its principals:

- (a) Have not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officials, partners, employees or principal owners.
- (b) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (c) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (d) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (e) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. Subsection 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Small Craft Harbor Phase 1- Hurricane Ida Repairs

Title of Project or Subcontract

David Rush Construction

Prime or Subcontractor's Name



07/05/2023

Signature/Date

() I am unable to certify to the above statements. Attached is my explanation.

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Small Craft Harbor Phase 1- Hurricane Ida Repairs

Title of Project or Subcontract

David Rush Construction

Prime or Subcontractor's Name



07/05/2023

Signature/Date

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(ONE COPY TO BE SUBMITTED WITH BID)

**CERTIFICATION OF COMPLIANCE WITH
MISSISSIPPI DEPARTMENT OF EMPLOYMENT SECURITY**

This procurement will be subject to all applicable sections of the Mississippi Code of 1972, Annotated. Specifically, Mississippi Code of 1972, Section 31-5-37, as Amended by Senate Bill No. 2528 (2013).

Contractors submitting bids for public works projects that involve an expenditure of Five Thousand Dollars (\$5,000.00) or more and that are financed, in whole or in part, through the use of funds described in the above referenced law shall:

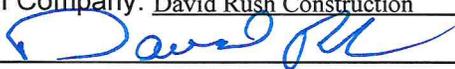
1. Submit with their bid a certification that they will comply with the provisions of this law if they are awarded a contract.
2. The contractor shall submit to the agency or governing authority that solicited the bid and the Mississippi Department of Employment Security an employment plan within seven (7) days after the award of the contract which shall include the following:
 - a. The type of jobs involved in the public works project;
 - b. The skill level of the jobs involved in the project;
 - c. Wage information on the jobs involved in the project;
 - d. The number of vacant positions that the contractor and any subcontractor needs to fill;
 - e. How the contractor and any subcontractor will recruit, low-wage and unemployed individuals for job vacancies;
 - f. Such other information as may be required by the Mississippi Department of Employment Security; and
 - g. Proof of registration with the Mississippi Department of Employment Security for taxation in accordance with the provisions of Title 71.
3. Contractor agrees to comply with the referenced law in its entirety.

I understand that failure to submit this Certification with the Bid shall be cause for rejection of the respective bid.

I further understand that failure to submit the employment plan to the respective parties within the required time frame shall be cause for the contract award to be vacated.

Name of Company: David Rush Construction

By: _____



Title: Managing Member

Printed Name: David Rush

Date: 07/05/2023

 **AIA**® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

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

OWNER:

(Name, legal status and address)

**City of Pass Christian
200 West Scenic Drive
Pass Christian, MS 39571**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of the Amount Bid-----

PROJECT:

(Name, location or address, and Project number, if any)

**City of Pass Christian
Small Craft Harbor
Phase I - Hurricane Ida Repairs**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **5th** day of **July**, **2023**



(Witness)

David Rush Construction, LLC
(Contractor as Principal) *(Seal)*


(Title)



(Witness)

Atlantic Specialty Insurance Company
(Surety) *(Seal)*


(Title) **Kathleen Scarborough, Attorney-In-Fact
MS Resident Agent**



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.

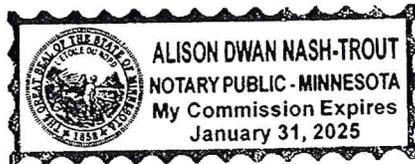
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



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 5th day of July, 2023.




Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2025

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(To be submitted in duplicate, one original and one copy)

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(hereinafter called "Bidder"), organized and existing under the laws of the State of Mississippi doing business as David Rush Construction.

To City of Pass Christian, Mississippi, (hereinafter called "Owner").
Gentlemen:

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Complete unit price in words and figures under Item Description and the Extension (Unit Price x Quantity) in figures.

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|---|--|------|----|--------------------|-----------|
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The prospective participant certifies to the best of their knowledge and belief that it and its principals:

- (a) Have not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officials, partners, employees or principal owners.
- (b) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (c) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (d) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (e) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. Subsection 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Small Craft Harbor Phase 1- Hurricane Ida Repairs

Title of Project or Subcontract

David Rush Construction

Prime or Subcontractor's Name



07/05/2023

Signature/Date

() I am unable to certify to the above statements. Attached is my explanation.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, NON-COLLUSION
AND OTHER RESPONSIBILITY MATTERS**

Under Executive Order 12549 individuals or organizations debarred from participation in Federal Assistance Programs may not receive an assistance award under a federal program or subagreement there under for \$25,000 or more. Accordingly each recipient of a Federally-Funded contract or subcontract exceeding \$25,000 must complete the following certification (see 40 CFR 32.510). The prime bidder shall attach the copies of this certification to his bid.

The prospective participant certifies to the best of their knowledge and belief that it and its principals:

- (a) Have not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officials, partners, employees or principal owners.
- (b) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (c) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (d) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (e) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. Subsection 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Small Craft Harbor Phase 1- Hurricane Ida Repairs

Title of Project or Subcontract

David Rush Construction

Prime or Subcontractor's Name



07/05/2023

Signature/Date

() I am unable to certify to the above statements. Attached is my explanation.

(ONE COPY TO BE SUBMITTED WITH BID)

**CERTIFICATION OF COMPLIANCE WITH
MISSISSIPPI DEPARTMENT OF EMPLOYMENT SECURITY**

This procurement will be subject to all applicable sections of the Mississippi Code of 1972, Annotated. Specifically, Mississippi Code of 1972, Section 31-5-37, as Amended by Senate Bill No. 2528 (2013).

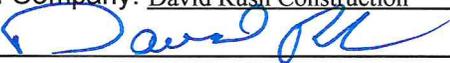
Contractors submitting bids for public works projects that involve an expenditure of Five Thousand Dollars (\$5,000.00) or more and that are financed, in whole or in part, through the use of funds described in the above referenced law shall:

1. Submit with their bid a certification that they will comply with the provisions of this law if they are awarded a contract.
2. The contractor shall submit to the agency or governing authority that solicited the bid and the Mississippi Department of Employment Security an employment plan within seven (7) days after the award of the contract which shall include the following:
 - a. The type of jobs involved in the public works project;
 - b. The skill level of the jobs involved in the project;
 - c. Wage information on the jobs involved in the project;
 - d. The number of vacant positions that the contractor and any subcontractor needs to fill;
 - e. How the contractor and any subcontractor will recruit, low-wage and unemployed individuals for job vacancies;
 - f. Such other information as may be required by the Mississippi Department of Employment Security; and
 - g. Proof of registration with the Mississippi Department of Employment Security for taxation in accordance with the provisions of Title 71.
3. Contractor agrees to comply with the referenced law in its entirety.

I understand that failure to submit this Certification with the Bid shall be cause for rejection of the respective bid.

I further understand that failure to submit the employment plan to the respective parties within the required time frame shall be cause for the contract award to be vacated.

Name of Company: David Rush Construction

By:  Title: Managing Member

Printed Name: David Rush Date: 07/05/2023

 **AIA**® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

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

OWNER:

(Name, legal status and address)

**City of Pass Christian
200 West Scenic Drive
Pass Christian, MS 39571**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of the Amount Bid-----

PROJECT:

(Name, location or address, and Project number, if any)

**City of Pass Christian
Small Craft Harbor
Phase I - Hurricane Ida Repairs**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

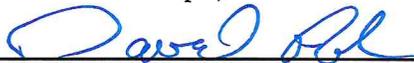
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **5th** day of **July**, **2023**



(Witness)

David Rush Construction, LLC
(Contractor as Principal) *(Seal)*


(Title)



(Witness)

Atlantic Specialty Insurance Company
(Surety) *(Seal)*


(Title) **Kathleen Scarborough, Attorney-In-Fact
MS Resident Agent**



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.

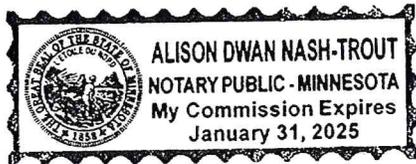
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



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 5th day of July, 2023.




Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2025