



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**5000126054 TWO YEAR CONTRACT FOR MAINTENANCE, INSPECTION
AND REPAIR OF CHEMICAL SCALES FOR THE JEFFERSON PARISH
DEPARTMENT OF PUBLIC WORKS- PARKWAY**
Jefferson Parish Government

Project documents obtained from www.CentralBidding.com
26-Apr-2019 12:22:54 PM



Bid Number 50 – 00126054

**TWO (2) YEAR CONTRACT FOR MAINTENANCE, INSPECTION AND
REPAIR OF CHEMICAL SCALES FOR THE JEFFERSON PARISH
DEPARTMENT OF PUBLIC WORKS- WATER**

APRIL 30, 2019 AT 2:00 PM

ATTENTION VENDORS!!!

Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received in the Purchasing Department by the bid due date and time.

**Jefferson Parish Purchasing Department
Temporary Location:
Paul D. Connick Sr., Emergency Operations & Communications Center
910 3rd Street,
Gretna, La 70053
Donna Evans
DMEvans@Jeffparish.net
504-364-2691**

DATE: 4/02/2019
BID NO.: 50-00126054

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 1

JEFFERSON PARISH

PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

BUYER: DMEVANS@jeffparish.net

BIDS WILL BE RECEIVED IN THE WEST BANK PURCHASING DEPT, Paul D. Connick, Sr. Emergency Operations and Communications Center at - 910 3rd Street, Gretna, LA 70053 2:00 PM, 4/30/2019 AND PUBLICLY OPENED THEREAFTER. For convenience, bidders may also submit bids in the East Bank Purchasing Department, Suite 404, Jefferson Parish Joseph S. Yenni Building, 1221 Elmwood Park Blvd., Jefferson LA 70123. However, if submitting bids on the day of bid opening, bidders must submit at the West Bank location only. All bids will be publicly opened at the West Bank location.

At no charge, bidders may also submit via Jefferson Parish's electronic procurement page by visiting www.jeffparishbids.net to register for this free site. Additional instructions are included in the text box highlighting electronic procurement.

LATE BIDS WILL NOT BE ACCEPTED

Unless submitting via online (see Page 3), each bid must be submitted in a sealed envelope bearing on the outside; the name of the Bidder, his address, and the name of the project for which the bid is submitted and the bid number.

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647.

Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission, warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Further, a current W-9 form and respective Tax Identification number must be supplied upon contract execution, should you be awarded a contract and/or issued purchase order. Failure to do so may result in delay of payment.

All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to public works projects

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.

Bidders should submit all questions in writing via email to the buyer's email address as indicated above, no later than Five (5) working days prior to the bid opening. Bid numbers should be mentioned in all requests. If submitting online, vendors may send questions via the E-Procurement site no later than Five (5) working days prior to the bid opening.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum. Please note that all official communication will be expressed in the form of an addendum.

Visit our website at [HTTP://PURCHASING.JEFFPARISH.NET](http://PURCHASING.JEFFPARISH.NET)

All formal Addenda require written acknowledgement on the bid form by the bidder. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected. JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. Vendors must not alter the bid forms. Doing so will cause the bid to be rejected.

A corporate resolution or written evidence of the individual signing the bid having such authority must be submitted with the bid. Failure to comply will cause bid to be rejected. For corporate entities, such written evidence may be a printout of the Louisiana Secretary of State's website listing the signatory as an officer. Such printout shall be included with the bid submission. Bids submitted by Owners or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. This documentation must be submitted with the bid. Failure to do so will result in bid rejection.

NOTE: A sample corporate resolution can be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

A. AWARD OF CONTRACT: JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE. SPLIT AWARDS MADE TO SEVERAL VENDORS WILL ONLY BE GRANTED TO THOSE DEEMED RESPONSIVE AND RESPONSIBLE.

All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsive and responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

PROTESTS: Only those vendors that submitted a bid in response to this solicitation may submit a protest in writing to the Director of the Purchasing within 48 hours of bid opening. The Purchasing Director will review it in connection with the Parish Attorney's Office which will then respond in writing as soon as possible.

PREFERENCE: Unless federal funding is directly spent by Jefferson Parish for this purchase, preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA - R.S. 38:2251-2261"

B. USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

C. CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and Parish taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder.

IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online. This is a secure site and authorized personnel have limited read access only. Bidders are encouraged to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at www.jeffparishbids.net to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 dated 12/09/09. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at <http://purchasing.jeffparish.net> and clicking on Online Forms.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

3,5,6,10,12,13,15

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(I), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid envelope. Failure to comply will cause the bid to be rejected. Additionally if submitting the bid electronically, then the license number must be entered in the appropriate field in the Electronic Procurement system. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Prior to contract executions/purchase order issuance, the successful bidder will be required to provide final insurance certificates which shall name Jefferson Parish as an additional insured in accordance with the instructions in the aforementioned "Standard Insurance Requirements" sheet.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. Acceptable forms shall be limited to cashier's check, certified check, or surety bid bond. All sureties must be in original format (no copies) If submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required; This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA - RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted with bid submission. Failure to submit applicable certifications with bid submission will result in bid rejection.
17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owned on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session - Louisiana Revised Statute 47:301(8)(c). Owner will furnish contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

See Page 1 for Conflicts of Interest Statement

All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES _____ NO X

MAXIMUM ESCALATION PERCENTAGE REQUESTED NA %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF Two years from contract start.

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

Stock as Required

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable)

31548

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: G.T. Michelli Co. Inc.

ADDRESS: 130 Brookhollow Esplanade

CITY, STATE: Harahan, LA ZIP: 70123

TELEPHONE: (504) 733-9822 FAX: (504) 734-0602

EMAIL ADDRESS: jmcmullen@michelli.com

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: _____

NUMBER: _____

NUMBER: _____

NUMBER: _____

TOTAL PRICE OF ALL BID ITEMS: \$ \$49,500.00

AUTHORIZED SIGNATURE: 

Kevin Kornfuhrer

Printed Name

TITLE: Account Manager

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00126054

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	8.00	QTR	<p>TWO YEAR CONTRACT FOR MAINTENANCE, INSPECTION AND REPAIR OF CHEMICAL SCALES FOR THE JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS- WATER</p> <p>0001 CHEMICAL SCALES QUARTERLY PREVENTIVE MAINTENANCE CONTRACT</p> <p>INSPECTION FOR THE EAST BANK WATER PLANT, 3600 JEFFERSON HIGHWAY, BLDG D, JEFFERSON, LA 70121</p> <p>WATER DEPT.- EB/WB WATER PLANTS- MERVIN/DAVID</p> <p>PLEASE BID ONLY ON THE SCALES THAT ARE LISTED ON SPECIFICATIONS--ANY OTHERS ON THE PREMISES ARE NOT INCLUDED WITH THIS BID.</p> <p>***SITE VISIT IS HIGHLY RECOMMENDED***</p> <p>EB WATER PLANT-3600 JEFFERSON HWY. MERVIN GRAVES 504-838-4398</p> <p>WB WATER PLANT-4500 WESTBANK EXPRESSWAY DAVID MAHNER 504-349-5085</p> <p>SEE ATTACHED SPECIFICATIONS</p>	\$725.00	\$5,800.00
2	8.00	QTR	<p>0002 CHEMICAL SCALES QUARTERLY PREVENTIVE MAINTENANCE CONTRACT</p> <p>INSPECTION FOR THE CHEMICAL SCALES FOR THE WEST BANK WATER PLANT, 4500 WESTBANK EXPRESSWAY, MARRERO, LA 70072</p>	\$775.00	\$6,200.00
3	100.00	HR	<p>0003 DAYTANK SCALES-HOURLY RATE-TROUBLE-SHOOT AND REPAIR ONLY (ON AN AS NEEDED BASIS)</p>	\$125.00	\$12,500.00
4	100.00	HR	<p>0004 UNFORSEEN WORK HOURLY RATE PER MAN HOUR FOR UNFORESEEN WORK</p>	\$125.00	\$12,500.00
5	100.00	HR	<p>0005 SUPPLEMENTARY INSPECTIONS HOURLY RATE PER MAN HOUR FOR SUPPLEMENTARY SERVICE INSPECTIONS</p>	\$125.00	\$12,500.00

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00126054

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
6	1.00	ONLY	<p>BETWEEN QUARTERLY INSPECTIONS.</p>		
			<p>0006 PURCHASE OF PARTS OR MATERIALS FOR PREVENTATIVE MAINTENANCE OF CHEMICAL SCALES AND RELATED EQUIPMENT, WHICH ARE NOT INCLUDED IN THE SCOPE OF BID ITEMS.</p> <p>PARTS OR MATERIALS PURCHASED BY CONTRACTOR FROM THIRD PARTIES WILL BE PAID AT CONTRACTOR'S ACTUAL COST. A COPY OF EACH THIRD PARTY INVOICE SHALL BE SUBMITTED WITH RESPECTIVE PAY REQUEST.</p>	<p>Quoted as Necessary</p>	

CHEMICAL SCALES MAINTENANCE, INSPECTION AND REPAIR
SPECIFICATIONS

Two (2) year contract for maintenance, inspection, and repair of chemical scales for Jefferson Parish Department of Public Works-Water.

*****SITE VISIT IS HIGHLY RECOMMENDED*****

EB Water Plant-3600 Jefferson Hwy.
Mervin Graves 504-838-4398

WB Water Plant-4500 Westbank Expressway
David Mahner 504-349-5085

Chemical scales quarterly maintenance contract inspection for Eastbank and Westbank Plants located at:

Eastbank Water Plant
3600 Jefferson Highway, Bldg. D
Jefferson, LA 70121

Westbank Water Plant
4500 Westbank Expressway
Marrero, LA 70072

This agreement provides a periodic check on the operation efficiency of weighing equipment, with recommendations as to any further service requirements.

Scale inspections will be billed on a flat rate basis per inspection. No additional mileage charges allowed.

Vendor shall be on site within one hour of call out at East and/or West Bank Water Plants due to possible emergencies.

Eastbank Water Plant (8 total)

Chlorine (rear)

Weigh Tronix deck scales, model WI-110
Scale indicator - serial number: 15071

Mettler-Toledo deck scale, model IND560
Scale indicator - serial number: 0125414 6MJ

Ammonia (rear):

Weigh Tronix tank scale, model WI - 110
Scale indicator - serial number: 23986

Weigh Tronix tank scale, model IND560
Scale indicator - serial number: 0074256-6KH

Chlorine (front):

Force Flow scale, model DR120
Scale indicator - serial number: FF18681

Force Flow scale, model DR120
Scale indicator - serial number: FF18680

Ammonia (front):

Weigh Tronix tank scale, model WI - 110
Scale indicator - serial number: 22995

Weigh Tronix tank scale, model IND560
Scale indicator - serial number: 0072614-6GJ

Westbank Water Plant (14 total)

Chlorine:

12 each model number DR 40 Force Flow scales with 3 each model number Wizard 4000 scale indicators. Each Wizard 4000 scale indicator handles 4 each of the DR 40 Flow Force scales. Serial numbers for the Wizard 4000's are FF27788, FF27789, and FF15195.

Ammonia:

2 each model number 0958 Mettler Toledo scales with 2 each model number WI-150 Weigh-Tronix scale indicators. Serial numbers for the Weigh-Tronix WI-150 (s) are 1068134-1UY and 1068133-1UY.

Daytank Scales (Troubleshoot and Repairs)

The daytank scales are listed only for repair service on an as needed basis. The repair material will be billed under Parts or Materials as a third party invoice (with no markups).

Eastbank Water Plant (16 total)

- 10 each -- Avery Weigh Tronix model # DSFS3030A-01 (1,000 lb. scales)
- 2 each -- Avery Weigh Tronix model # DSFS2424A-005 (500 lb. scales)
- 1 each -- Avery Weigh Tronix model # FC053636-02
- 3 each -- Intelligent model # PB6060 (500 lb. scales)

Westbank Water Plant (3 total)

- 2 each -- Weigh Tronix model # DSFS3030A-01 (1,000 lb. scale)
- 1 each -- Weigh Tronix model # DSLS3636-02 (2,000 lb. scale)

Unforeseen work

Hourly rate per man hour for unforeseen work.

No extra mileage to be charged (must be included in hourly price).

Repair parts or materials that are needed on the job and are not available in Parish stocks at the time of services and are not included in the items to be quoted under the proposal, may be furnished by the Parish and/or by the contractor at his actual face value cost.

The actual face value cost shall cover the manufacturers cost (or suppliers cost) plus shipment cost subject to Parish's approval as a prerequisite. Related invoices shall be submitted to Parish prior to payment. This contract is a labor intensive contract, therefore, contractors should consider all matters of labor and overhead and build his necessary profit into his prices for repairs.

Supplementary Inspections

Hourly rate per man hour for supplementary service inspections between quarterly inspections.

Non-Public Works Bid

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared: Kevin
Kornfuhrer, (Affiant) who after being by me duly sworn, deposed and said that
he/she is the fully authorized Representative of G.T Michelli (Entity),
the party who submitted a bid in response to Bid Number 50-00125639, to the Parish of
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B X there are NO campaign contributions made which would require disclosure under Choice A of this section.

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B X _____ There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

[The remainder of this page is intentionally left blank.]

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.


Signature of Affiant

Kevin Kornfuhrer
Printed Name of Affiant

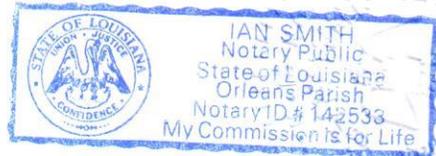
SWORN AND SUBSCRIBED TO BEFORE ME
ON THE 14th DAY OF March, 2019.


Notary Public

Ian Smith
Printed Name of Notary

142533
Notary/Bar Roll Number

My commission expires on death.



CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
G.T. MICHELI CO., INC.
INCORPORATED.

AT THE MEETING OF DIRECTORS OF G.T. MICHELI CO., INC.
INCORPORATED, DULY NOTICED AND HELD ON 3/12/2019,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED THAT KEVIN KORNFUHRER, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,
CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-
FACT.

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE AND CORRECT COPY OF AN
EXCERPT OF THE MINUTES OF THE ABOVE
DATED MEETING OF THE BOARD OF
DIRECTORS OF SAID CORPORATION, AND
THE SAME HAS NOT BEEN REVOKED OR
RESCINDED.

James R. Moseley
SECRETARY-TREASURER

3-12-19
DATE

STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 113646 or No. 113647, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the **Invitation to Bid**. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date. Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. Failure to comply will cause bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability, Workmen's Compensation Insurance and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

JEFFERSON PARISH REQUIRED STANDARD INSURANCE

WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

Note: If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being

rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.
Property Damage Liability \$1,000,000.00 each occurrence.

Note: This category may be omitted if bidders do not/will not utilize company vehicles for the project or do not possess company vehicles. Bidder must request an automobile insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

DEDUCTIBLES

No insurance required shall include a deductible not greater than \$10,000.00. The cost of the deductible shall be borne by the contractor.

NOTE: If the vendor requires a change in deductibles, the request must be submitted in writing to the Purchasing Department prior to the due date of the bid. Such request shall be reviewed by the Parish Attorney's Office with the concurrence of the Director of Risk Management.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

FOR CONSTRUCTION AND RENOVATION PROJECTS:

The following are required unless otherwise specified in the bid. Such insurance is due upon contract execution.

1) **OWNER'S PROTECTIVE LIABILITY**

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

2) **BUILDER'S RISK INSURANCE**

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.



JEFFERSON PARISH

Department of Purchasing

Michael S. Yenni
Parish President

Renny Simno
Director

January 2019

CHANGES TO JEFFERSON PARISH BIDDING PROCEDURES

- **As of January 9, 2019, due to water damage in our main office of 200 Derbigny Street, Suite 4400, Gretna, LA 70053 is closed, Westbank Purchasing Department has temporarily relocated to Paul D. Connick, Sr., Emergency Operations & Communications Center, 910 3rd Street, Gretna, LA 70053. All hand delivered bids and advertised bid openings will be held at this location at the set date and time on the individual Invitation to Bid.**
- **As of November 13, 2018, for all advertised (2:00 pm) bids, the bid tabulation will be released to the vendors 14 days from the bid opening date.**

Other continued changes:

- Bid submissions can be delivered to the Joseph S. Yenni Building, 1221 Elmwood Park Blvd., Suite 404, Jefferson, LA 70123. Bidders may submit bid submission to the East Bank location, pending authorization in each bid package. **Bidders should carefully read and must respond accordingly per the requirements of the bid packages. NOTE: Bidders submitting bids on the day of bid opening, bidders must submit at the West Bank location only.**
- For all advertised sealed bids, written evidence of signature authority must be included with bid submission.
- Current W9 Forms and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, a current W-9 form must be supplied upon contract execution, should you be awarded a contract and/or issued a purchase order.
- **Proof of insurance in the form of a current certificate evidencing coverages is required with bid submission from all bidders.** Bidders must read the insurance requirement attachment included in each bid package for specific instructions. Upon contract execution, successful bidder must produce final insurance certificates in accordance with Jefferson Parish insurance requirements.

Bidders should reference the "Additional Requirements" section of the bid instructions and/or the "Important Notice to Bidders" included in the bid package for specific requirements to respond accordingly.

For more information, please call Jefferson Parish Purchasing at 504-364-2678.

Joseph S. Yenni Building – 1221 Elmwood Park Blvd., Ste. 404, Jefferson, LA 70123
Office 504.364.2678
General Government Bldg. – 200 Derbigny St – Suite 4400 - Gretna, LA 70053
Office 504.364.2678
Email: Purchasing@jeffparish.net Website: www.jeffparish.net



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/2019

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eustis Insurance, Inc. 110 Veterans Memorial Blvd., Ste 200 Metairie, LA 70005-4913	1-504-586-0440	CONTACT NAME: Susan Myers PHONE (A/C, No, Ext): 504-586-0440 E-MAIL ADDRESS: smyers@eustis.com	FAX (A/C, No): 504-565-5219
INSURED G. T. Michelli Company, Inc. 130 Brookhollow Harahan, LA 70123		INSURER(S) AFFORDING COVERAGE	
		INSURER A: THE GRAY INS CO	NAIC # 36307
		INSURER B: MARKEL AMER INS CO	28932
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 534693459 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' SUBR INSD 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 <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		XSGI-074222	04/02/16	04/01/19	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 \$ Unlimited PRODUCTS - COM/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		XSAL-075217	04/02/16	04/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		GXS-043349	04/01/18	04/01/19	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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 N/A		XSWC-070937	04/02/16	04/01/19	<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
B	\$5M xs \$4M		MKLM4EUE100242	04/01/18	04/01/19	Occurrence 5,000,000

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

CERTIFICATE HOLDER JEFFERSON PARISH WESTBANK WATER PLANT 4500 WESTBANK EXPRESSWAY MARRERO, LA 70072 USA	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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

When required by written contract, any person, firm or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Policy No: XSGL-074222

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

When required by written contract, any person, firm or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

BUSINESS AUTOMOBILE COVERAGE

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTOMOBILE COVERAGE

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

When required by written contract, any person, firm or organization.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations of "autos".

Contains Material.
Copyright, Insurance Services Office, Inc., 1984

GIC 00 29 04/98

BUSINESS AUTOMOBILE COVERAGE

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTOMOBILE COVERAGE

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

When required by written contract, any person, firm or organization.

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of the operation of "autos" to which this insurance applies. The waiver applies only to the person or organization shown in the Schedule.

ENDORSEMENT

**PRIMARY INSURANCE ENDORSEMENT SCHEDULED
(NON-CONTRIBUTORY)**

It is understood and agreed that the provisions relating to other insurance in this policy, if any, shall not be applicable to person(s) or organization(s) to which you have a written contract, but only with respect to liability arising out of your operations or premises owned or rented to you. It is further understood that the insurance provided by this policy shall be primary or primary and non-contributory only with respect to such other insurance carried by person(s) or organization(s) listed in the schedule and only with respect to liability arising out of your operations or premises owned or rented to you.

SCHEDULE

Any person(s) or organization(s) to which you have a written contract and any project owner to which you are required by contract.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

If required by written contract, any person, firm or organization.

Effective Date: 4/2/2016

Policy Number: XSWC-070937

ENDORSEMENT

In the event of cancellation by the Company THIRTY (30) days written notice will be given to the scheduled certificate holders. This notice in no way changes the notice of cancellation that is required to be given to the insured by any state law:

Schedule

Any person, organization or company as required by written contract.

This Endorsement Applies to: XSGL-07422; XSAL-075217 and XSWC070937

Effective Date: 4-2-2016

Policy No: XSGL-074222

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED—DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

When required by written contract, any person, firm or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned or rented to you.

THE GRAY INSURANCE COMPANY

ADMINISTRATIVE OFFICES: METAIRIE, LOUISIANA

EXCESS POLICY

Named Insured: As stated in Item 1 of the Declarations forming a part hereof and/or subsidiary, associated, affiliated companies or owned and controlled companies, as now or hereafter constituted and of which prompt notice has been given to the Company (hereinafter called the "Named Insured").

I. INSURING AGREEMENTS:

A. COVERAGE

The Gray Insurance Company (hereinafter called the "Company") hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability:-

(1) imposed upon the Insured by law,

or

(2) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,

for damages on account of:-

(1) Personal Injuries

(2) Bodily Injury

(3) Property Damage

(4) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world.

B. LIMIT OF LIABILITY

Regardless of the number of claims made against any or all of the Insureds, the Company shall only be liable for Ultimate Net Loss in excess of the limits of liability of the underlying insurances as set out in the attached schedule in respect of each occurrence covered by said underlying insurances (hereinafter called "underlying limits"), and then only up to a limit of liability as stated in Item 2(A) of the Declarations in respect of each occurrence, subject however

to a limit of liability stated in Item 2(B) of the Declarations in the aggregate for each annual period during the currency of this policy, separately in respect of such coverages which are subject to an aggregate limit of liability in any of said underlying insurances, but whenever an Insured is entitled to limit his or its liability, the liability of the Company shall not exceed the amount of said limitation, if any, as may be in excess of the underlying limits.

In the event of partial or complete depletion of any aggregate limit of liability under said underlying insurances which limit of liability is specifically stated in the attached schedule of underlying insurances to be an aggregate limit of liability, to the extent that such depletion is by reason of claims paid under such underlying insurances, this policy, subject to all the Insuring Agreements, Definitions, Exclusions, Conditions, and Declarations hereof, shall pay in excess of the depleted underlying limit of liability.

In the event of partial or complete depletion of any aggregate limit of liability under said underlying insurances which limit of liability is not specifically stated in the attached schedule of underlying insurances to be an aggregate limit of liability, to the extent that such depletion is by reason of claims paid under such underlying insurances, this policy, subject to all the Insuring Agreements, Definitions, Exclusions, Conditions, and Declarations hereof, shall only pay in excess of the scheduled limit of liability of the applicable underlying insurances as if such limit of liability were not subject to any aggregate limitation.

The inclusion or addition hereunder of more than one Insured shall not operate to increase the

Company's limit of liability beyond that set forth

in the Declarations.

II. THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS:

A. INSURED

The unqualified word "Insured", wherever used in this Policy, includes:-

- (1) the Named Insured, and, if the Named Insured is designated in Item 1 of the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (2) any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such, and any organization or proprietor with respect to real estate management for the Named Insured;
- (3) any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only to the extent of such obligation and in respect of operations by or on behalf of the Named Insured or of facilities of the Named Insured or of facilities used by the Named Insured;
- (4) any additional Insured (not being the Named Insured under this policy) included in the Underlying Insurances, subject to the provisions in Section IV. C.; but not for broader coverage than is available to such additional Insured under any underlying insurances as set out in the attached schedule;
- (5) with respect to any automobile owned by the Named Insured or hired for use in behalf of the Named Insured, or to any aircraft owned by or hired for use in behalf of the Named Insured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Insured. The insurance extended by this Section II.A.(5), with respect to any person or organization other than the Named Insured shall not apply:-
 - (a) to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage,

sales agency, service station or public parking place, with respect to any occurrence arising out of the operation thereof;

- (b) to any manufacturer of aircraft, aircraft engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator or their respective employees or agents with respect to any occurrence arising out of any of the aforementioned;
- (c) with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner;
- (d) with respect to any non-owned automobile to any officer, director, stockholder, partner or employee of the Named Insured if such automobile is owned in full or in part by him or a member of his household.

This Section II.A.(5) shall not apply if it restricts the insurance granted under Section II.A.(4) above.

B. PERSONAL INJURIES

"Personal injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e. Oral or written publication of material that violates a person's right of privacy, arising out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you.

C. BODILY INJURY

"Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

D. PROPERTY DAMAGE

The term "Property Damage", wherever used herein, shall mean loss of or direct damage to or destruction of tangible property (other than property owned by the Named Insured).

E. ADVERTISING LIABILITY

The term "Advertising Liability", wherever used herein, shall mean:

- (1) libel, slander or defamation;
- (2) any infringement of copyright or of title or of slogan;
- (3) piracy or unfair competition or idea misappropriation under an implied contract;
- (4) any invasion of right of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of The Named Insured's advertising activities.

F. OCCURRENCE

The term "Occurrence", wherever used herein, shall mean an accident or a happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally results in personal injury, bodily injury, property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions existing at or emanating from one premises location shall be deemed one occurrence.

G. DAMAGES

The term "Damages", wherever used herein, includes damages for death and for care and loss of services resulting from personal injury, bodily injury and damages for loss of use of property resulting from property damage.

H. ULTIMATE NET LOSS

The term "Ultimate Net Loss", wherever used herein, shall mean the total sum which the Insured, or his Underlying Insurers as scheduled, or both, become obligated to pay by reason of personal injuries, bodily injury, property damage or advertising liability claims, either through adjudication or compromise, and shall

also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, judicial interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Insured's, the Company's or of any underlying insurers permanent employees

The Company shall not be liable for expenses as aforesaid when such expenses are included in other valid and collectible insurance.

I. AUTOMOBILE

The term "Automobile", wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.

J. AIRCRAFT

The term "Aircraft", wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.

K. PRODUCTS LIABILITY

The term "Products Liability", wherever used herein, means liability arising out of goods or products manufactured, sold, handled or distributed by the Insured or by others trading under his name (hereinafter called "the Insured's Products") if the occurrence occurs after possession of such goods or products has been relinquished to others by the Insured or by others trading under his name and if such occurrence occurs away from premises owned, rented or controlled by the Insured; provided such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold.

L. COMPLETED OPERATIONS LIABILITY

The term "Completed Operations Liability", wherever used herein, means liability arising out of operations, if the occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the Insured; provided operations shall not be deemed incomplete because

improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further the following shall not be deemed to be "operations" within the meaning of this paragraph: -

- (1) pick-up or delivery, except from or onto a railroad car;
- (2) the maintenance of vehicles owned or used by or in behalf of the Insured;

- (3) the existence of tools, uninstalled equipment and abandoned or unused materials.

M. ANNUAL PERIOD

The term "Annual Period", wherever used herein, shall mean each consecutive period of one year commencing from the inception date of this Policy.

III. THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

THIS POLICY SHALL NOT APPLY:

- A. To any liability of whatsoever nature of the Insured, whether the Insured may be liable as an employer or in any other capacity whatsoever, to any of its employees, including without limiting the generality of the foregoing any liability under any workers' compensation law, unemployment compensation law, disability benefit law, United States Longshoremen's and Harbor Workers' Compensation Act, Jones Act, Death on the High Seas Act, General Maritime Law, Federal Employers' Liability Act, or any similar laws or liabilities, and/or whether by reason of the relationship of master and servant or employer and employee or not.
- B. To any liability of whatsoever nature of the Insured to the spouse, child, parent, brother, sister, relative, dependent or estate of any employee of the Insured arising out of the bodily and/or personal injury to or illness or death of said employee, whether the Insured may be liable as an employer or in any other capacity whatsoever.
- C. To any liability of whatsoever nature of the Insured to any other party arising out of bodily and/or personal injury to or illness or death of any employee of the Insured, including without limiting the generality of the foregoing any such liability for:
 - (1) indemnity or contribution whether in tort, contract or otherwise, and
 - (2) any liability of such other parties assumed under contract or agreement.
- D. To any liability of any employee of the Insured with respect to bodily and/or personal injury to or illness or death of another employee of the Insured sustained in the course of such employment.

- E. To any liability of whatsoever nature which any director, officer, partner, principal, employee or stockholder of the Insured may have to any employee of The Insured.
- F. to personal injury, bodily injury, property damage or advertising liability arising out of the conduct of any partnership or joint venture of which the Insured is a partner or member and which is not designated in this policy as a Named Insured.
- G. To claims made against the Insured:-
 - (1) on account of Personal Injuries, Bodily Injury or Property Damage resulting from the failure of the Insured's products or work completed by or for the Insured to perform the function or serve the purpose intended by the Insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specification, advertising material or printed instructions prepared or developed by the Insured but this Section III.G.(1) does not apply to Personal Injuries, Bodily Injury or Property Damage resulting from the active malfunctioning of such products or work;
 - (2) on account of Property Damage to the Insured's products arising out of such products or any part of such products;
 - (3) on account of Property Damage to work performed by or on behalf of the Insured arising out of work or any portion thereof, or out of the materials, parts or equipment furnished in connection therewith;
 - (4) for the withdrawal, inspection, repair, replacement, or loss of use of the Insured's products or work completed by or for the Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any

known or suspected defect or deficiency therein.

H. With respect to advertising activities, to claims made against the Insured for:-

- (1) failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;
- (2) infringement of registered trade marks, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;
- (3) incorrect description of any article or commodity;
- (4) mistake in advertised price.

I. Except in respect of occurrence taking place in the United States of America, its territories or possessions, or Canada, to any liability of The Insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

J. To any liability arising out of the violation of any statute, law, ordinance or regulation prohibiting discrimination or humiliation because of race, creed, color or national origin.

K. To liability arising out of any act or omission of The Insured, or any other person or entity for whose acts or omissions the Insured is legally liable, in respect to the Insured's Employee Benefits.

As used in this exclusion, the term "Employee Benefits" includes, without limitation, Group Life Insurance, Group Health Insurance, Profit-Sharing Plans, Pension Plans, Employee Stock Subscription Plans, Workers' Compensation, Unemployment Insurance, Social Security and Disability Benefits Insurance.

Without limitation, this exclusion shall include:

- (1) giving counsel to employees with respect to Employee Benefits;
- (2) interpreting the Employee Benefits;

(3) handling and keeping of records in connection with Employee Benefits;

(4) effecting enrollment, termination or cancellation of employees under the Employee Benefits;

(5) any dishonest, fraudulent, criminal, or malicious act or omission;

(6) failure of performance of contract by an insurer;

(7) lack of compliance with the terms of any contract, declaration of trust, or instrument providing Employee Benefits;

(8) lack of compliance with any law concerning Employee Benefits;

(9) failure to procure or maintain satisfactory and adequate insurances on Employee Benefits assets or property;

(10) failure of stock or other securities or of any investments of whatever kind to perform as represented;

(11) advice given to an employee to participate or not to participate in stock subscription or similar plans; and

(12) any liability arising out of the Employee Retirement Income Security Act and any other similar federal, state or other statutes, rules or regulations.

L. To liability for loss of or damage to any well or hole being drilled by or on behalf of the Insured and/or any well or hole which is in the care, custody or control of the Insured or for which the Insured is or may be responsible, and any cost or expense incurred in redrilling or restoring the well or hole or any substitute well or hole.

M. To liability for loss of or damage to any drilling tool, pipe, collar, casing, bit, pump, drilling or well servicing machinery, or any other equipment while below the surface of the earth in any well or hole being drilled by or on behalf of the Insured and/or in any well or hole which is in the care, custody or control of the Insured or for which the Insured is or may be responsible.

N. To liability for costs or expenses of controlling or bringing under control any well(s) and/or hole(s), including, without limitation, expenses incurred in extinguishing fire in or from any well(s) and/or holes(s) and costs and expenses incurred in drilling relief well(s) and/or hole(s) whether or not the relief wells or holes are successful.

O. To liability for any costs or expenses incurred in or incidental to the raising, removal or destruction of any wreckage and/or debris however caused, whether or not the property of the Insured, and whether or not such raising, removal or destruction is required by law, statute, contract or otherwise.

P. To liability for any bodily and/or personal injury to or illness or death of any person or loss of, damage to, or loss of use of property directly or indirectly caused by or arising out of seepage into or onto and/or pollution and/or contamination of air, land, water, and/or any other property and/or any person irrespective of the cause of the seepage and/or pollution and/or contamination, and whenever occurring.

The words "loss of, damage to, or loss of use of property" as used in this exclusion include, but are not limited to:-

- (1) The cost of evaluating and/or monitoring and/or controlling and/or removing and/or nullifying and/or cleaning up seeping and/or polluting and/or contaminating substances and materials.
- (2) Loss of, damage to or loss of use of property directly or indirectly resulting from sub-surface operations of the Insured; and
- (3) Removal of, loss of, or damage to sub-surface oil, gas or any other substance or material.

Q. To liability for any bodily and/or personal injury to or illness or death of any person or damage to or loss of or loss of use of property directly or indirectly caused by or arising from:

- (1) waste or disposal sites which were, or currently are, owned, operated or used by the Insured or were or currently are utilized by others acting for and/or on behalf of the Insured;
- (2) disposal, dumping, conveyancing, carriage or transportation of any seeping and/or polluting and/or contaminating substances or material or waste substance(s) or waste material(s) of whatsoever nature; and
- (3) evaluating and/or monitoring and/or controlling and/or removing and/or nullifying and/or cleaning up seeping and/or polluting and/or contaminating substances and materials.

The words "loss of, damage to, or loss of use of property" as used in this exclusion include, but are not limited to:

- (1) The cost of evaluating and/or monitoring and/or controlling and/or removing and/or nullifying and/or cleaning up seeping and/or polluting and/or contaminating substances and materials;
- (2) loss of, damage to or loss of use of property directly or indirectly resulting from sub-surface operation of the Insured; and
- (3) Removal of, loss of, or damage to sub-surface oil, gas or any other substance or material.

R. To liability for loss of, damage to, or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Insured.

S. To liability for loss of or damage to sub-surface oil, gas, water, or other substance or material, or for the cost or expense of reducing to physical possession above the surface of the earth any oil, gas, water, or other substance or material; or for the cost or expense incurred or rendered necessary to prevent or minimize such loss or damage.

T. To liability for damages to any co-owner of a working interest. As used in this exclusion, the term "co-owner of a working interest" means any person or entity working with the Insured, a co-owner, joint venturer or mining partner, in mineral properties who participates in the operating expense of such properties or revenues therefrom, or who has the right to participate in the control, development or operation of such properties.

U. To liability for fines, penalties, punitive or exemplary damages, including treble damages or any other damages resulting from multiplication of compensatory damages.

V. To any liability whatsoever not covered by the underlying insurances as set out in the attached schedule; provided, however, that this exclusion shall not apply to the extent that any such liability would have been covered under any of such underlying insurances had an aggregate limit applicable to such underlying insurance(s), and which is stated in the attached schedule to be an aggregate limit of liability, not been exhausted.

Except insofar as coverage is available to the Insured in the underlying insurances as set out in the attached Schedule, this policy shall not apply:

W. To the liability of any Insured hereunder for assault and battery committed by or at the direction of such Insured except liability for Personal Injuries resulting from any act alleged to be assault and battery committed for the purpose of preventing or eliminating danger in the operation of aircraft, or for the purpose of preventing Personal Injuries, Bodily Injury or Property Damage; it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury or bodily injury to their employees, unless such liability is already excluded under Section III.A. above.

X. With respect to any aircraft owned by the Insured except liability of the Named Insured for aircraft not owned by them; it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury or bodily injury to their employees, unless such liability is already excluded under Section III.A. above.

Y. With respect to any watercraft owned by the Insured, while away from premises owned, rented or controlled by the Insured, except liability of the Named Insured for watercraft not owned by them; it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury or bodily injury to their employees, unless such liability is already excluded under Section III.A. above.

IV. THIS POLICY IS SUBJECT TO THE FOLLOWING CONDITIONS:

A. INSOLVENCY

The insolvency, bankruptcy, receivership or any refusal or inability to pay of the Insured and/or any other insurer and/or any other Underwriter shall not operate to:

- (1) deplete the underlying limit(s) set out in the attached schedule;
- (2) increase the Company's liability under this Policy;
- (3) increase any of the Company's share of liability under this policy.

In no event shall the Company assume the responsibilities and/or obligations of the Insured and/or any other insurer and/or any other Underwriter.

B. PREMIUM

The premium shown in Item 4 of the Declarations is an estimated premium only. The Named Insured, at the end of the policy period, shall report to the Company the Premium Basis shown in Item 4 of the Declarations earned during the policy period. If the premium developed by applying the rate shown in Item 4 of the Declarations to the Premium Basis is more than the Estimated Premium, the Named Insured shall promptly pay the difference; if less,

the Company shall refund the difference. However, the total premium retained by the company shall not be less than the Annual Minimum Premium shown in Item 4 of the Declarations.

C. ADDITIONAL ASSUREDS

In the event of additional assureds being added to the coverage under the underlying insurance during currency hereof prompt notice shall be given to the Company who shall be entitled to charge an appropriate additional premium hereon.

D. PRIOR INSURANCE AND NON-CUMULATION OF LIABILITY

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Item 2 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

E. INSPECTION AND AUDIT

The Company shall be permitted, but not obligated, to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections, nor the making

thereof, nor any report thereon, shall constitute an undertaking on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

F. CROSS LIABILITY

In the event of claims being made by reason of personal injury or bodily injury suffered by any employee of one Insured hereunder for which another Insured hereunder is or may be liable, then this policy shall cover such Insured against whom a claim is made or may be made, in the same manner as if separate policies had been issued to each Insured hereunder.

In the event of claims being made by reason of damage to property belonging to any Insured hereunder for which another Insured is or may be liable, then this policy shall cover such Insured against whom a claim is made or may be made, in the same manner as if separate policies had been issued to each Insured hereunder.

Nothing contained herein shall operate to increase the Company's limit of liability as set forth in Section I.B.

G. NOTICE OF OCCURRENCE

Whenever the Insured has information from which The Insured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Insured should be held liable, is likely to involve this policy, the Company shall be notified as soon as practical, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

H. ASSISTANCE AND CO-OPERATION

The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured but the Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurers or both in the

defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve, the Company, in which event the Insured and the Company shall co-operate in all things in the defense of such claim, suit or proceeding.

I. APPEALS

In the event the Insured or the Insured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, the Company may elect to make such appeal at its own cost and expense, and shall be liable for the taxable costs and disbursements and interest on judgments incidental thereto, but in no event shall the liability of the Company for Ultimate Net Loss exceed the amount set forth in Section I.B. for anyone occurrence and in addition the cost and expense of such appeal.

J. LOSS PAYABLE

Liability under this policy with respect to any occurrence shall not attach unless and until the Insured, or the Insured's underlying insurers, shall have paid the amount of the underlying limits on account of such occurrence. The Insured shall make a definite claim for any loss for which the Company may be liable under this policy within twelve (12) months after the Insured shall have paid an amount of Ultimate Net Loss in excess of the amount borne by the Insured or after the Insured's liability shall have been fixed and rendered certain either by final judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company. If any subsequent payments shall be made by the Insured on account of the same occurrence, additional claims shall be made similarly from time to time. Such losses shall be due and payable within thirty (30) days after they are respectively claimed and proven in conformity with this policy.

K. BANKRUPTCY AND INSOLVENCY

In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured, the Company shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

L. OTHER INSURANCE

If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this policy, other than

insurance that is specifically stated to be excess of this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

M. SUBROGATION

Inasmuch as this policy is "Excess Coverage", the Insured's right of recovery against any person or other entity cannot be exclusively subrogated to the Company. It is, therefore, understood and agreed that in case of any payment hereunder, the Company will act in concert with all other interests (including the Insured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Insured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Company is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Insured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Insured) concerned, in the ratio of their respective recoveries as finally settled.

N. CHANGES

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or stop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by the Company.

O. ASSIGNMENT

Assignment of interest under this policy shall not bind the Company unless and until its consent is endorsed hereon.

P. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If the first Named Insured cancels, the return may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

Q. CONFLICTING STATUTES

In the event that any provision of this policy is unenforceable by the Insured under the laws of any State or other jurisdiction wherein it is claimed that the Insured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by the Insured with the same effect as if it complied with such Statute.

R. MAINTENANCE OF AND RESTRICTIONS IN UNDERLYING INSURANCES

It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Underlying Insurance" shall be maintained in full effect during the policy period without reduction of coverage or limits except for any reduction in the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this policy. Failure of the Named Insured to comply with the foregoing shall not invalidate this policy but, in the event of such failure, the Company shall only be liable to the same extent as it would have been had the Named Insured complied with the said condition.

This policy is completed by the attached declaration or information pages, coverage forms and, if any, endorsements.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and secretary, but this policy shall not be valid unless completed by the attachment hereto of a declaration or information page and countersigned on that page by a duly authorized representative of the company.

Mark Mangano

Secretary

Michael Gray

President

**EXCESS/UMBRELLA****MARKEL AMERICAN INSURANCE COMPANY****COMMERCIAL EXCESS LIABILITY POLICY**

Various provisions in this policy restrict coverage. Read the entire policy and any "underlying insurance" carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as an Insured under the "underlying insurance". The words "we" and "us" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meanings. Refer to Section V. Definitions.

SECTION I. INSURING AGREEMENT

1. We will pay those sums in excess of the limits shown in the Schedule Of Underlying Insurance that you become legally obligated to pay as damages because of injury to which this insurance applies, provided that the "underlying insurance" also applies, or would apply but for the exhaustion of its applicable Limits Of Insurance.
2. This policy is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except:
 - a. We will have no obligation under this policy with respect to any claim or suit that is settled without our consent; and
 - b. With respect to any provisions to the contrary contained in this policy.
3. The amount we will pay for damages shall not exceed the Limits Of Insurance shown in the Declarations.
4. We will have the right to participate in the defense of claims or suits against you seeking damages because of injury to which this insurance may apply. We will have a duty to defend such claims or suits when the applicable limit of insurance of the "underlying insurance" has been exhausted by payment of judgments, settlements and any cost or expense subject to such limit. We may, at our discretion, investigate and settle any claim or suit. Our right and duty to defend ends when the applicable limit shown in the Declarations has been used up by our payment of judgments or settlements.

SECTION II. EXCLUSIONS

The exclusions applicable to the "underlying insurance" also apply to this policy.

SECTION III. LIMITS OF INSURANCE

1. The Limit Of Insurance shown in the Declarations as the Each Occurrence Limit is the most we will pay for damages arising out of any one occurrence or offense.
2. If a Limit Of Insurance is shown in the Declarations as the Aggregate Limit, that amount will apply in the same manner as the aggregate limits shown in the Schedule Of Underlying Insurance.

SECTION IV. CONDITIONS

If any of the following conditions are contrary to conditions contained in the "underlying insurance" the provisions contained in this policy apply.

1. Appeals

In the event the underlying insurer(s) elects not to appeal a judgment in excess of the limits of the "underlying insurance", we may elect to make such an appeal. If we so elect, we shall be liable, in addition to the applicable Limits Of Insurance, for all defense expenses we incur.

2. Maintenance Of Underlying Insurance

- a. You agree to maintain the "underlying insurance" in full force and effect during the term of this policy, and to inform us within 30 days of any replacement or material change of that "underlying insurance" by the same or another company. Failure to maintain the "underlying insurance" in full force and effect or to meet all conditions and warranties of such "underlying insurance" will not invalidate insurance provided under this policy, but insurance provided under this policy shall apply as if the "underlying insurance" were available and collectible.
- b. Reduction or exhaustion of the aggregate limit of any "underlying insurance" by payments for judgments, settlements or any costs or expenses subject to that limit, will not be a failure to maintain "underlying insurance" in full force and effect.
- c. No statement contained in this condition limits our right to cancel or not renew this policy.

For purposes of this policy, if any "underlying insurance" is not available or collectible because of:

- a. The bankruptcy or insolvency of the underlying insurer(s) providing such "underlying insurance"; or
- b. The inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy;

then this policy shall apply and amounts payable hereunder shall be determined as if such "underlying insurance" were available and collectible.

3. Other Insurance

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except other insurance written specifically to be excess over this insurance.

4. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering advance written notice of cancellation to us.
- b. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 60 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. Policy Period

This insurance will respond to injury or damage that occurs, or arises from an offense committed, during the Policy Period shown in the Declarations.

SECTION V. DEFINITIONS

"Underlying insurance" means the policies or self-insurance shown in the Schedule Of Underlying Insurance, any replacements thereof and other policies purchased or issued for newly acquired or formed organizations. Policies purchased or issued replacements of policies or self-insurance listed in the Schedule Of Underlying Insurance or for newly acquired or formed organizations shall not be more restrictive than those listed in the Schedule Of Underlying Insurance. All "underlying insurance" shall be maintained by you in accordance with the Maintenance Of Underlying Insurance condition of this policy.

C. OTHER CHANGES

- **MAUB 1200** Changes – General Aggregate Limit (One Time Reinstatement) amends the Limits of Insurance to allow the aggregate to be reinstated one time when the underlying insurance contains a General Aggregate.
- **MUB 1201** Changes – General Aggregate Limit (No Reinstatement) amends the Limits of Insurance to not allow the aggregate to be reinstated when the underlying insurance contains a General Aggregate.
- **MAUB 1202** Public Officials Limitation limits coverage for the rendering or failure to render activities as an elected or appointed public official of a municipality, including acts of others the insured is legally responsible to the extent that coverage is provided by the underlying insurance.
- **MAUB 1204** Director And Officers Limitation limits coverage for wrongful acts of directors or officers in the discharge of or performance of their duties to the extent that the coverage is provided by the underlying insurance.
- **MAUB 1206** Pesticide Or Herbicide Applicator – Limited Pollution Coverage provides limited pollution coverage for pesticides or herbicides if the insured's operations comply with all laws governing the application of the pesticides or herbicide to the extent that coverage is provided by the underlying insurance.
- **MAUB 1215** Changes – Single Aggregate Limit limits the Aggregate Limit of Insurance to apply only once regardless of the number of locations or projects.
- **MAUB 1218** Quota Share Limit Of Insurance is used when a policy is part of a quota share layer of insurance coverage.
- **MAUB 1222** Changes To Conditions – Adjustable Rate makes the policy premium subject to an auditable exposure and adjustable upon expiration of the policy.
- **MAUB 1238** Extended Completed Operations – Specified Project provides coverage for bodily injury and property damage arising out of completed operations for a specified project for a specified period beyond the policy expiration date to the extent that coverage is provided by the underlying insurance.
- **MAUB 1245** Waiver Of Transfer Of Rights Of Recovery Against Others To Us provides that the company's right to subrogation against a designated person(s) or organization(s) may be waived when required under a written contract or agreement.
- **MAUB 1288** Notice Of Cancellation To Others states cancellation, for other than non-payment of premium, will be mailed to the designated person or organization.
- **MAUB 1290** Changes To Conditions – Most Favorable Jurisdiction specifies when punitive or exemplary damages are awarded they will be made in accordance with the law of the jurisdiction which is the most favorable to the insurability of such damages.
- **MAUB 1291** Notice Of Cancellation – Extended And Nonrenewal amends the cancellation and nonrenewal provision to the number of days specified.
- **MAUB 1297** Automatic Additional Insured limits coverage for additional insured's required by contract or agreement to the extent that coverage is provided by the underlying insurance.
- **MAUB 1505** Insurance Requirement All Work Performed On Behalf Of Any Insured – Owner's Interest adds a condition requiring by written contract that contractors maintain primary insurance naming the insured as an additional insured; and Commercial General Liability and Umbrella/Excess coverage with at least the minimum required limits.

POLICY CHANGES ENDORSEMENT DESCRIPTION

PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

Paragraph 3. Other Insurance in Section IV. Conditions is replaced by the following:

3. Other Insurance

a. Excess

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except if the other insurance is written specifically to be excess over this insurance or if the Primary And Noncontributory Excess Insurance provision below applies.

b. Primary And Noncontributory Excess Insurance

This excess liability insurance is primary to and will not seek contribution from any other excess liability insurance available to an additional insured which has been granted primary and non-contributory status under "underlying insurance" shown in the Schedule Of Underlying Insurance. This provision applies only if:

- (1) All limits provided by "underlying insurance" have been exhausted;
- (2) The additional insured is a Named Insured under such other excess liability insurance; and
- (3) You have agreed in writing in a contract or agreement that this excess liability insurance would be primary and would not seek contribution from any other excess liability insurance available to the additional insured.

All other terms and conditions remain unchanged.

Named Insured: G. T. Michelli Co, Inc. Policy #MKLM4EUE100242
Policy Period: 4/1/18 to 4/1/19

All other terms and conditions remain unchanged.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Eustis Insurance, Inc.		NAMED INSURED	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

This certificate has been issued in accordance with LA HB 476 Act 278 enacted 8/1/2016.

Terms & Conditions of attached Blanket endorsements and/or policy Coverage Parts apply when required by written contract: CG20101185; CG24041185; CG20010413; GIC00290498; GIC00280498; GIC0305180711; WC000313; GIC00180101; CG 20261185; GIC00511098; MAUB00010115; MAPUB10101015 and MAUB15040115. Excess Liability follows the Blanket Additional Insured & Blanket Waiver of Subrogation endorsements when required by written contract.

The above Workers Compensation/Employers Liability policy applies to All States, except ND, OH, WA, WY.

The Markel American Insurance Company policy #MKLM4EUE100242 affords \$5,000,000 Limit, which is Excess of the \$4,000,000 Limit afforded by The Gray Insurance Umbrella Policy #GXS-043349, Total Umbrella & Excess Limits = \$9,000,000.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/2019

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eustis Insurance, Inc. 110 Veterans Memorial Blvd., Ste 200 Metairie, LA 70005-4913	1-504-586-0440	CONTACT NAME: Susan Myers PHONE (A/C, No. Ext): 504-586-0440 E-MAIL: smyers@eustis.com ADDRESS:	FAX (A/C, No): 504-565-5219
INSURED G. T. Michelli Company, Inc. 130 Brookhollow Harahan, LA 70123		INSURER(S) AFFORDING COVERAGE	
		INSURER A: THE GRAY INS CO	NAIC # 36307
		INSURER B: MARKEL AMER INS CO	28932
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 534693453 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 <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XSGL-074222	04/02/16	04/01/19	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 \$ Unlimited PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			XSAL-075217	04/02/16	04/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			GXS-043349	04/01/18	04/01/19	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	XSWC-070937	04/02/16	04/01/19	<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
B	\$5M xs \$4M			MKLM4EUE100242	04/01/18	04/01/19	<input checked="" type="checkbox"/> Occurrence 5,000,000

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

CERTIFICATE HOLDER

JEFFERSON PARISH EAST BANK WATER PLANT
3600 JEFFERSON HWY. BLDG. D
JEFFERSON, LA 70121

USA

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

POLICY NUMBER: XSGI-074222

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

When required by written contract, any person, firm or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Policy No: XSGL-074222

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

When required by written contract, any person, firm or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

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

BUSINESS AUTOMOBILE COVERAGE

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTOMOBILE COVERAGE

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

When required by written contract, any person, firm or organization.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations of "autos".

Contains Material.
Copyright, Insurance Services Office, Inc., 1984

GIC 00 29 04/98

BUSINESS AUTOMOBILE COVERAGE

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTOMOBILE COVERAGE

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

When required by written contract, any person, firm or organization.

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of the operation of "autos" to which this insurance applies. The waiver applies only to the person or organization shown in the Schedule.

ENDORSEMENT

**PRIMARY INSURANCE ENDORSEMENT SCHEDULED
(NON-CONTRIBUTORY)**

It is understood and agreed that the provisions relating to other insurance in this policy, if any, shall not be applicable to person(s) or organization(s) to which you have a written contract, but only with respect to liability arising out of your operations or premises owned or rented to you. It is further understood that the insurance provided by this policy shall be primary or primary and non-contributory only with respect to such other insurance carried by person(s) or organization(s) listed in the schedule and only with respect to liability arising out of your operations or premises owned or rented to you.

SCHEDULE

Any person(s) or organization(s) to which you have a written contract and any project owner to which you are required by contract.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

If required by written contract, any person, firm or organization.

Effective Date: 4/2/2016

Policy Number: XSWC-070937

ENDORSEMENT

In the event of cancellation by the Company THIRTY (30) days written notice will be given to the scheduled certificate holders. This notice in no way changes the notice of cancellation that is required to be given to the insured by any state law:

Schedule

Any person, organization or company as required by written contract.

This Endorsement Applies to: XSGI-07422; XSAL-075217 and XSWC070937

Effective Date: 4-2-2016

Policy No: XSGI-074222

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED—DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

When required by written contract, any person, firm or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned or rented to you.

THE GRAY INSURANCE COMPANY

ADMINISTRATIVE OFFICES: METAIRIE, LOUISIANA

EXCESS POLICY

Named Insured: As stated in Item 1 of the Declarations forming a part hereof and/or subsidiary, associated, affiliated companies or owned and controlled companies, as now or hereafter constituted and of which prompt notice has been given to the Company (hereinafter called the "Named Insured").

I. INSURING AGREEMENTS:

A. COVERAGE

The Gray Insurance Company (hereinafter called the "Company") hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability:-

(1) imposed upon the Insured by law,

or

(2) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,

for damages on account of:-

(1) Personal Injuries

(2) Bodily Injury

(3) Property Damage

(4) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world.

B. LIMIT OF LIABILITY

Regardless of the number of claims made against any or all of the Insureds, the Company shall only be liable for Ultimate Net Loss in excess of the limits of liability of the underlying insurances as set out in the attached schedule in respect of each occurrence covered by said underlying insurances (hereinafter called "underlying limits"), and then only up to a limit of liability as stated in Item 2(A) of the Declarations in respect of each occurrence, subject however

to a limit of liability stated in Item 2(B) of the Declarations in the aggregate for each annual period during the currency of this policy, separately in respect of such coverages which are subject to an aggregate limit of liability in any of said underlying insurances, but whenever an Insured is entitled to limit his or its liability, the liability of the Company shall not exceed the amount of said limitation, if any, as may be in excess of the underlying limits.

In the event of partial or complete depletion of any aggregate limit of liability under said underlying insurances which limit of liability is specifically stated in the attached schedule of underlying insurances to be an aggregate limit of liability, to the extent that such depletion is by reason of claims paid under such underlying insurances, this policy, subject to all the Insuring Agreements, Definitions, Exclusions, Conditions, and Declarations hereof, shall pay in excess of the depleted underlying limit of liability.

In the event of partial or complete depletion of any aggregate limit of liability under said underlying insurances which limit of liability is not specifically stated in the attached schedule of underlying insurances to be an aggregate limit of liability, to the extent that such depletion is by reason of claims paid under such underlying insurances, this policy, subject to all the Insuring Agreements, Definitions, Exclusions, Conditions, and Declarations hereof, shall only pay in excess of the scheduled limit of liability of the applicable underlying insurances as if such limit of liability were not subject to any aggregate limitation.

The inclusion or addition hereunder of more than one Insured shall not operate to increase the

Company's limit of liability beyond that set forth

in the Declarations.

II. THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS:

A. INSURED

The unqualified word "Insured", wherever used in this Policy, includes:-

- (1) the Named Insured, and, if the Named Insured is designated in Item 1 of the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (2) any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such, and any organization or proprietor with respect to real estate management for the Named Insured;
- (3) any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only to the extent of such obligation and in respect of operations by or on behalf of the Named Insured or of facilities of the Named Insured or of facilities used by the Named Insured;
- (4) any additional Insured (not being the Named Insured under this policy) included in the Underlying Insurances, subject to the provisions in Section IV. C.; but not for broader coverage than is available to such additional Insured under any underlying insurances as set out in the attached schedule;
- (5) with respect to any automobile owned by the Named Insured or hired for use in behalf of the Named Insured, or to any aircraft owned by or hired for use in behalf of the Named Insured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Insured. The insurance extended by this Section II.A.(5), with respect to any person or organization other than the Named Insured shall not apply:-
 - (a) to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage,

sales agency, service station or public parking place, with respect to any occurrence arising out of the operation thereof;

- (b) to any manufacturer of aircraft, aircraft engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator or their respective employees or agents with respect to any occurrence arising out of any of the aforementioned;
- (c) with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner;
- (d) with respect to any non-owned automobile to any officer, director, stockholder, partner or employee of the Named Insured if such automobile is owned in full or in part by him or a member of his household.

This Section II.A.(5) shall not apply if it restricts the insurance granted under Section II.A.(4) above.

B. PERSONAL INJURIES

"Personal injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e. Oral or written publication of material that violates a person's right of privacy, arising out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you.

C. BODILY INJURY

"Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

D. PROPERTY DAMAGE

The term "Property Damage", wherever used herein, shall mean loss of or direct damage to or destruction of tangible property (other than property owned by the Named Insured).

E. ADVERTISING LIABILITY

The term "Advertising Liability", wherever used herein, shall mean:

- (1) libel, slander or defamation;
- (2) any infringement of copyright or of title or of slogan;
- (3) piracy or unfair competition or idea misappropriation under an implied contract;
- (4) any invasion of right of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of The Named Insured's advertising activities.

F. OCCURRENCE

The term "Occurrence", wherever used herein, shall mean an accident or a happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally results in personal injury, bodily injury, property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions existing at or emanating from one premises location shall be deemed one occurrence.

G. DAMAGES

The term "Damages", wherever used herein, includes damages for death and for care and loss of services resulting from personal injury, bodily injury and damages for loss of use of property resulting from property damage.

H. ULTIMATE NET LOSS

The term "Ultimate Net Loss", wherever used herein, shall mean the total sum which the Insured, or his Underlying Insurers as scheduled, or both, become obligated to pay by reason of personal injuries, bodily injury, property damage or advertising liability claims, either through adjudication or compromise, and shall

also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, judicial interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Insured's, the Company's or of any underlying insurers permanent employees

The Company shall not be liable for expenses as aforesaid when such expenses are included in other valid and collectible insurance.

I. AUTOMOBILE

The term "Automobile", wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.

J. AIRCRAFT

The term "Aircraft", wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.

K. PRODUCTS LIABILITY

The term "Products Liability", wherever used herein, means liability arising out of goods or products manufactured, sold, handled or distributed by the Insured or by others trading under his name (hereinafter called "the Insured's Products") if the occurrence occurs after possession of such goods or products has been relinquished to others by the Insured or by others trading under his name and if such occurrence occurs away from premises owned, rented or controlled by the Insured; provided such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold.

L. COMPLETED OPERATIONS LIABILITY

The term "Completed Operations Liability", wherever used herein, means liability arising out of operations, if the occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the Insured; provided operations shall not be deemed incomplete because

improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further the following shall not be deemed to be "operations" within the meaning of this paragraph: -

- (1) pick-up or delivery, except from or onto a railroad car;
- (2) the maintenance of vehicles owned or used by or in behalf of the Insured;

- (3) the existence of tools, uninstalled equipment and abandoned or unused materials.

M. ANNUAL PERIOD

The term "Annual Period", wherever used herein, shall mean each consecutive period of one year commencing from the inception date of this Policy.

III. THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

THIS POLICY SHALL NOT APPLY:

- A. To any liability of whatsoever nature of the Insured, whether the Insured may be liable as an employer or in any other capacity whatsoever, to any of its employees, including without limiting the generality of the foregoing any liability under any workers' compensation law, unemployment compensation law, disability benefit law, United States Longshoremen's and Harbor Workers' Compensation Act, Jones Act, Death on the High Seas Act, General Maritime Law, Federal Employers' Liability Act, or any similar laws or liabilities, and/or whether by reason of the relationship of master and servant or employer and employee or not.
- B. To any liability of whatsoever nature of the Insured to the spouse, child, parent, brother, sister, relative, dependent or estate of any employee of the Insured arising out of the bodily and/or personal injury to or illness or death of said employee, whether the Insured may be liable as an employer or in any other capacity whatsoever.
- C. To any liability of whatsoever nature of the Insured to any other party arising out of bodily and/or personal injury to or illness or death of any employee of the Insured, including without limiting the generality of the foregoing any such liability for:
 - (1) indemnity or contribution whether in tort, contract or otherwise, and
 - (2) any liability of such other parties assumed under contract or agreement.
- D. To any liability of any employee of the Insured with respect to bodily and/or personal injury to or illness or death of another employee of the Insured sustained in the course of such employment.
- E. To any liability of whatsoever nature which any director, officer, partner, principal, employee or stockholder of the Insured may have to any employee of The Insured.
- F. to personal injury, bodily injury, property damage or advertising liability arising out of the conduct of any partnership or joint venture of which the Insured is a partner or member and which is not designated in this policy as a Named Insured.
- G. To claims made against the Insured:-
 - (1) on account of Personal Injuries, Bodily Injury or Property Damage resulting from the failure of the Insured's products or work completed by or for the Insured to perform the function or serve the purpose intended by the Insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specification, advertising material or printed instructions prepared or developed by the Insured but this Section III.G.(1) does not apply to Personal Injuries, Bodily Injury or Property Damage resulting from the active malfunctioning of such products or work;
 - (2) on account of Property Damage to the Insured's products arising out of such products or any part of such products;
 - (3) on account of Property Damage to work performed by or on behalf of the Insured arising out of work or any portion thereof, or out of the materials, parts or equipment furnished in connection therewith;
 - (4) for the withdrawal, inspection, repair, replacement, or loss of use of the Insured's products or work completed by or for the Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any

known or suspected defect or deficiency therein.

H. With respect to advertising activities, to claims made against the Insured for:-

- (1) failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;
- (2) infringement of registered trade marks, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;
- (3) incorrect description of any article or commodity;
- (4) mistake in advertised price.

I. Except in respect of occurrence taking place in the United States of America, its territories or possessions, or Canada, to any liability of The Insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

J. To any liability arising out of the violation of any statute, law, ordinance or regulation prohibiting discrimination or humiliation because of race, creed, color or national origin.

K. To liability arising out of any act or omission of The Insured, or any other person or entity for whose acts or omissions the Insured is legally liable, in respect to the Insured's Employee Benefits.

As used in this exclusion, the term "Employee Benefits" includes, without limitation, Group Life Insurance, Group Health Insurance, Profit-Sharing Plans, Pension Plans, Employee Stock Subscription Plans, Workers' Compensation, Unemployment Insurance, Social Security and Disability Benefits Insurance.

Without limitation, this exclusion shall include:

- (1) giving counsel to employees with respect to Employee Benefits;
- (2) interpreting the Employee Benefits;

(3) handling and keeping of records in connection with Employee Benefits;

(4) effecting enrollment, termination or cancellation of employees under the Employee Benefits;

(5) any dishonest, fraudulent, criminal, or malicious act or omission;

(6) failure of performance of contract by an insurer;

(7) lack of compliance with the terms of any contract, declaration of trust, or instrument providing Employee Benefits;

(8) lack of compliance with any law concerning Employee Benefits;

(9) failure to procure or maintain satisfactory and adequate insurances on Employee Benefits assets or property;

(10) failure of stock or other securities or of any investments of whatever kind to perform as represented;

(11) advice given to an employee to participate or not to participate in stock subscription or similar plans; and

(12) any liability arising out of the Employee Retirement Income Security Act and any other similar federal, state or other statutes, rules or regulations.

L. To liability for loss of or damage to any well or hole being drilled by or on behalf of the Insured and/or any well or hole which is in the care, custody or control of the Insured or for which the Insured is or may be responsible, and any cost or expense incurred in redrilling or restoring the well or hole or any substitute well or hole.

M. To liability for loss of or damage to any drilling tool, pipe, collar, casing, bit, pump, drilling or well servicing machinery, or any other equipment while below the surface of the earth in any well or hole being drilled by or on behalf of the Insured and/or in any well or hole which is in the care, custody or control of the Insured or for which the Insured is or may be responsible.

N. To liability for costs or expenses of controlling or bringing under control any well(s) and/or hole(s), including, without limitation, expenses incurred in extinguishing fire in or from any well(s) and/or holes(s) and costs and expenses incurred in drilling relief well(s) and/or hole(s) whether or not the relief wells or holes are successful.

O. To liability for any costs or expenses incurred in or incidental to the raising, removal or destruction of any wreckage and/or debris however caused, whether or not the property of the Insured, and whether or not such raising, removal or destruction is required by law, statute, contract or otherwise.

P. To liability for any bodily and/or personal injury to or illness or death of any person or loss of, damage to, or loss of use of property directly or indirectly caused by or arising out of seepage into or onto and/or pollution and/or contamination of air, land, water, and/or any other property and/or any person irrespective of the cause of the seepage and/or pollution and/or contamination, and whenever occurring.

The words "loss of, damage to, or loss of use of property" as used in this exclusion include, but are not limited to:-

- (1) The cost of evaluating and/or monitoring and/or controlling and/or removing and/or nullifying and/or cleaning up seeping and/or polluting and/or contaminating substances and materials.
- (2) Loss of, damage to or loss of use of property directly or indirectly resulting from sub-surface operations of the Insured; and
- (3) Removal of, loss of, or damage to sub-surface oil, gas or any other substance or material.

Q. To liability for any bodily and/or personal injury to or illness or death of any person or damage to or loss of or loss of use of property directly or indirectly caused by or arising from:

- (1) waste or disposal sites which were, or currently are, owned, operated or used by the Insured or were or currently are utilized by others acting for and/or on behalf of the Insured;
- (2) disposal, dumping, conveyancing, carriage or transportation of any seeping and/or polluting and/or contaminating substances or material or waste substance(s) or waste material(s) of whatsoever nature; and
- (3) evaluating and/or monitoring and/or controlling and/or removing and/or nullifying and/or cleaning up seeping and/or polluting and/or contaminating substances and materials.

The words "loss of, damage to, or loss of use of property" as used in this exclusion include, but are not limited to:

- (1) The cost of evaluating and/or monitoring and/or controlling and/or removing and/or nullifying and/or cleaning up seeping and/or polluting and/or contaminating substances and materials;
- (2) loss of, damage to or loss of use of property directly or indirectly resulting from sub-surface operation of the Insured; and
- (3) Removal of, loss of, or damage to sub-surface oil, gas or any other substance or material.

R. To liability for loss of, damage to, or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Insured.

S. To liability for loss of or damage to sub-surface oil, gas, water, or other substance or material, or for the cost or expense of reducing to physical possession above the surface of the earth any oil, gas, water, or other substance or material; or for the cost or expense incurred or rendered necessary to prevent or minimize such loss or damage.

T. To liability for damages to any co-owner of a working interest. As used in this exclusion, the term "co-owner of a working interest" means any person or entity working with the Insured, a co-owner, joint venturer or mining partner, in mineral properties who participates in the operating expense of such properties or revenues therefrom, or who has the right to participate in the control, development or operation of such properties.

U. To liability for fines, penalties, punitive or exemplary damages, including treble damages or any other damages resulting from multiplication of compensatory damages.

V. To any liability whatsoever not covered by the underlying insurances as set out in the attached schedule; provided, however, that this exclusion shall not apply to the extent that any such liability would have been covered under any of such underlying insurances had an aggregate limit applicable to such underlying insurance(s), and which is stated in the attached schedule to be an aggregate limit of liability, not been exhausted.

Except insofar as coverage is available to the Insured in the underlying insurances as set out in the attached Schedule, this policy shall not apply:

W. To the liability of any Insured hereunder for assault and battery committed by or at the direction of such Insured except liability for Personal Injuries resulting from any act alleged to be assault and battery committed for the purpose of preventing or eliminating danger in the operation of aircraft, or for the purpose of preventing Personal Injuries, Bodily Injury or Property Damage; it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury or bodily injury to their employees, unless such liability is already excluded under Section III.A. above.

X. With respect to any aircraft owned by the Insured except liability of the Named Insured for aircraft not owned by them; it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury or bodily injury to their employees, unless such liability is already excluded under Section III.A. above.

Y. With respect to any watercraft owned by the Insured, while away from premises owned, rented or controlled by the Insured, except liability of the Named Insured for watercraft not owned by them; it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury or bodily injury to their employees, unless such liability is already excluded under Section III.A. above.

IV. THIS POLICY IS SUBJECT TO THE FOLLOWING CONDITIONS:

A. INSOLVENCY

The insolvency, bankruptcy, receivership or any refusal or inability to pay of the Insured and/or any other insurer and/or any other Underwriter shall not operate to:

- (1) deplete the underlying limit(s) set out in the attached schedule;
- (2) increase the Company's liability under this Policy;
- (3) increase any of the Company's share of liability under this policy.

In no event shall the Company assume the responsibilities and/or obligations of the Insured and/or any other insurer and/or any other Underwriter.

B. PREMIUM

The premium shown in Item 4 of the Declarations is an estimated premium only. The Named Insured, at the end of the policy period, shall report to the Company the Premium Basis shown in Item 4 of the Declarations earned during the policy period. If the premium developed by applying the rate shown in Item 4 of the Declarations to the Premium Basis is more than the Estimated Premium, the Named Insured shall promptly pay the difference; if less,

the Company shall refund the difference. However, the total premium retained by the company shall not be less than the Annual Minimum Premium shown in Item 4 of the Declarations.

C. ADDITIONAL ASSUREDS

In the event of additional assureds being added to the coverage under the underlying insurance during currency hereof prompt notice shall be given to the Company who shall be entitled to charge an appropriate additional premium hereon.

D. PRIOR INSURANCE AND NON-CUMULATION OF LIABILITY

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Item 2 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

E. INSPECTION AND AUDIT

The Company shall be permitted, but not obligated, to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections, nor the making

thereof, nor any report thereon, shall constitute an undertaking on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

F. CROSS LIABILITY

In the event of claims being made by reason of personal injury or bodily injury suffered by any employee of one Insured hereunder for which another Insured hereunder is or may be liable, then this policy shall cover such Insured against whom a claim is made or may be made, in the same manner as if separate policies had been issued to each Insured hereunder.

In the event of claims being made by reason of damage to property belonging to any Insured hereunder for which another Insured is or may be liable, then this policy shall cover such Insured against whom a claim is made or may be made, in the same manner as if separate policies had been issued to each Insured hereunder.

Nothing contained herein shall operate to increase the Company's limit of liability as set forth in Section I.B.

G. NOTICE OF OCCURRENCE

Whenever the Insured has information from which The Insured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Insured should be held liable, is likely to involve this policy, the Company shall be notified as soon as practical, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

H. ASSISTANCE AND CO-OPERATION

The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured but the Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurers or both in the

defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve, the Company, in which event the Insured and the Company shall co-operate in all things in the defense of such claim, suit or proceeding.

I. APPEALS

In the event the Insured or the Insured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, the Company may elect to make such appeal at its own cost and expense, and shall be liable for the taxable costs and disbursements and interest on judgments incidental thereto, but in no event shall the liability of the Company for Ultimate Net Loss exceed the amount set forth in Section I.B. for anyone occurrence and in addition the cost and expense of such appeal.

J. LOSS PAYABLE

Liability under this policy with respect to any occurrence shall not attach unless and until the Insured, or the Insured's underlying insurers, shall have paid the amount of the underlying limits on account of such occurrence. The Insured shall make a definite claim for any loss for which the Company may be liable under this policy within twelve (12) months after the Insured shall have paid an amount of Ultimate Net Loss in excess of the amount borne by the Insured or after the Insured's liability shall have been fixed and rendered certain either by final judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company. If any subsequent payments shall be made by the Insured on account of the same occurrence, additional claims shall be made similarly from time to time. Such losses shall be due and payable within thirty (30) days after they are respectively claimed and proven in conformity with this policy.

K. BANKRUPTCY AND INSOLVENCY

In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured, the Company shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

L. OTHER INSURANCE

If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this policy, other than

insurance that is specifically stated to be excess of this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

M. SUBROGATION

Inasmuch as this policy is "Excess Coverage", the Insured's right of recovery against any person or other entity cannot be exclusively subrogated to the Company. It is, therefore, understood and agreed that in case of any payment hereunder, the Company will act in concert with all other interests (including the Insured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Insured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Company is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Insured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Insured) concerned, in the ratio of their respective recoveries as finally settled.

N. CHANGES

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or stop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by the Company.

O. ASSIGNMENT

Assignment of interest under this policy shall not bind the Company unless and until its consent is endorsed hereon.

P. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If the first Named Insured cancels, the return may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

Q. CONFLICTING STATUTES

In the event that any provision of this policy is unenforceable by the Insured under the laws of any State or other jurisdiction wherein it is claimed that the Insured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by the Insured with the same effect as if it complied with such Statute.

R. MAINTENANCE OF AND RESTRICTIONS IN UNDERLYING INSURANCES

It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Underlying Insurance" shall be maintained in full effect during the policy period without reduction of coverage or limits except for any reduction in the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this policy. Failure of the Named Insured to comply with the foregoing shall not invalidate this policy but, in the event of such failure, the Company shall only be liable to the same extent as it would have been had the Named Insured complied with the said condition.

This policy is completed by the attached declaration or information pages, coverage forms and, if any, endorsements.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and secretary, but this policy shall not be valid unless completed by the attachment hereto of a declaration or information page and countersigned on that page by a duly authorized representative of the company.

Mauro Mangano

Secretary

Michael Gray

President

**EXCESS/UMBRELLA**

MARKEL AMERICAN INSURANCE COMPANY

COMMERCIAL EXCESS LIABILITY POLICY

Various provisions in this policy restrict coverage. Read the entire policy and any "underlying insurance" carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as an Insured under the "underlying insurance". The words "we" and "us" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meanings. Refer to Section V. Definitions.

SECTION I. INSURING AGREEMENT

1. We will pay those sums in excess of the limits shown in the Schedule Of Underlying Insurance that you become legally obligated to pay as damages because of injury to which this insurance applies, provided that the "underlying insurance" also applies, or would apply but for the exhaustion of its applicable Limits Of Insurance.
2. This policy is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except:
 - a. We will have no obligation under this policy with respect to any claim or suit that is settled without our consent; and
 - b. With respect to any provisions to the contrary contained in this policy.
3. The amount we will pay for damages shall not exceed the Limits Of Insurance shown in the Declarations.
4. We will have the right to participate in the defense of claims or suits against you seeking damages because of injury to which this insurance may apply. We will have a duty to defend such claims or suits when the applicable limit of insurance of the "underlying insurance" has been exhausted by payment of judgments, settlements and any cost or expense subject to such limit. We may, at our discretion, investigate and settle any claim or suit. Our right and duty to defend ends when the applicable limit shown in the Declarations has been used up by our payment of judgments or settlements.

SECTION II. EXCLUSIONS

The exclusions applicable to the "underlying insurance" also apply to this policy.

SECTION III. LIMITS OF INSURANCE

1. The Limit Of Insurance shown in the Declarations as the Each Occurrence Limit is the most we will pay for damages arising out of any one occurrence or offense.
2. If a Limit Of Insurance is shown in the Declarations as the Aggregate Limit, that amount will apply in the same manner as the aggregate limits shown in the Schedule Of Underlying Insurance.

SECTION IV. CONDITIONS

If any of the following conditions are contrary to conditions contained in the "underlying insurance" the provisions contained in this policy apply.

1. Appeals

In the event the underlying insurer(s) elects not to appeal a judgment in excess of the limits of the "underlying insurance", we may elect to make such an appeal. If we so elect, we shall be liable, in addition to the applicable Limits Of Insurance, for all defense expenses we incur.

2. Maintenance Of Underlying Insurance

- a. You agree to maintain the "underlying insurance" in full force and effect during the term of this policy, and to inform us within 30 days of any replacement or material change of that "underlying insurance" by the same or another company. Failure to maintain the "underlying insurance" in full force and effect or to meet all conditions and warranties of such "underlying insurance" will not invalidate insurance provided under this policy, but insurance provided under this policy shall apply as if the "underlying insurance" were available and collectible.
- b. Reduction or exhaustion of the aggregate limit of any "underlying insurance" by payments for judgments, settlements or any costs or expenses subject to that limit, will not be a failure to maintain "underlying insurance" in full force and effect.
- c. No statement contained in this condition limits our right to cancel or not renew this policy.

For purposes of this policy, if any "underlying insurance" is not available or collectible because of:

- a. The bankruptcy or insolvency of the underlying insurer(s) providing such "underlying insurance"; or
- b. The inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy;

then this policy shall apply and amounts payable hereunder shall be determined as if such "underlying insurance" were available and collectible.

3. Other Insurance

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except other insurance written specifically to be excess over this insurance.

4. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering advance written notice of cancellation to us.
- b. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 60 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. Policy Period

This insurance will respond to injury or damage that occurs, or arises from an offense committed, during the Policy Period shown in the Declarations.

SECTION V. DEFINITIONS

"Underlying insurance" means the policies or self-insurance shown in the Schedule Of Underlying Insurance, any replacements thereof and other policies purchased or issued for newly acquired or formed organizations. Policies purchased or issued replacements of policies or self-insurance listed in the Schedule Of Underlying Insurance or for newly acquired or formed organizations shall not be more restrictive than those listed in the Schedule Of Underlying Insurance. All "underlying insurance" shall be maintained by you in accordance with the Maintenance Of Underlying Insurance condition of this policy.

C. OTHER CHANGES

- **MAUB 1200** Changes – General Aggregate Limit (One Time Reinstatement) amends the Limits of Insurance to allow the aggregate to be reinstated one time when the underlying insurance contains a General Aggregate.
- **MUB 1201** Changes – General Aggregate Limit (No Reinstatement) amends the Limits of Insurance to not allow the aggregate to be reinstated when the underlying insurance contains a General Aggregate.
- **MAUB 1202** Public Officials Limitation limits coverage for the rendering or failure to render activities as an elected or appointed public official of a municipality, including acts of others the insured is legally responsible to the extent that coverage is provided by the underlying insurance.
- **MAUB 1204** Director And Officers Limitation limits coverage for wrongful acts of directors or officers in the discharge of or performance of their duties to the extent that the coverage is provided by the underlying insurance.
- **MAUB 1206** Pesticide Or Herbicide Applicator – Limited Pollution Coverage provides limited pollution coverage for pesticides or herbicides if the insured's operations comply with all laws governing the application of the pesticides or herbicide to the extent that coverage is provided by the underlying insurance.
- **MAUB 1215** Changes – Single Aggregate Limit limits the Aggregate Limit of Insurance to apply only once regardless of the number of locations or projects.
- **MAUB 1218** Quota Share Limit Of Insurance is used when a policy is part of a quota share layer of insurance coverage.
- **MAUB 1222** Changes To Conditions – Adjustable Rate makes the policy premium subject to an auditable exposure and adjustable upon expiration of the policy.
- **MAUB 1238** Extended Completed Operations – Specified Project provides coverage for bodily injury and property damage arising out of completed operations for a specified project for a specified period beyond the policy expiration date to the extent that coverage is provided by the underlying insurance.
- **MAUB 1245** Waiver Of Transfer Of Rights Of Recovery Against Others To Us provides that the company's right to subrogation against a designated person(s) or organization(s) may be waived when required under a written contract or agreement.
- **MAUB 1288** Notice Of Cancellation To Others states cancellation, for other than non-payment of premium, will be mailed to the designated person or organization.
- **MAUB 1290** Changes To Conditions – Most Favorable Jurisdiction specifies when punitive or exemplary damages are awarded they will be made in accordance with the law of the jurisdiction which is the most favorable to the insurability of such damages.
- **MAUB 1291** Notice Of Cancellation – Extended And Nonrenewal amends the cancellation and nonrenewal provision to the number of days specified.
- **MAUB 1297** Automatic Additional Insured limits coverage for additional insured's required by contract or agreement to the extent that coverage is provided by the underlying insurance.
- **MAUB 1505** Insurance Requirement All Work Performed On Behalf Of Any Insured – Owner's Interest adds a condition requiring by written contract that contractors maintain primary insurance naming the insured as an additional insured; and Commercial General Liability and Umbrella/Excess coverage with at least the minimum required limits.

POLICY CHANGES ENDORSEMENT DESCRIPTION

PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

Paragraph 3. Other Insurance in Section IV. Conditions is replaced by the following:

3. Other Insurance

a. Excess

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except if the other insurance is written specifically to be excess over this insurance or if the Primary And Noncontributory Excess Insurance provision below applies.

b. Primary And Noncontributory Excess Insurance

This excess liability insurance is primary to and will not seek contribution from any other excess liability insurance available to an additional insured which has been granted primary and non-contributory status under "underlying insurance" shown in the Schedule Of Underlying Insurance. This provision applies only if:

- (1) All limits provided by "underlying insurance" have been exhausted;
- (2) The additional insured is a Named Insured under such other excess liability insurance; and
- (3) You have agreed in writing in a contract or agreement that this excess liability insurance would be primary and would not seek contribution from any other excess liability insurance available to the additional insured.

All other terms and conditions remain unchanged.

Named Insured: G. T. Michelli Co, Inc. Policy #MKLM4EUE100242

Policy Period: 4/1/18 to 4/1/19

All other terms and conditions remain unchanged.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Eustis Insurance, Inc.		NAMED INSURED	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

This certificate has been issued in accordance with LA HB 476 Act 278 enacted 8/1/2016.

Terms & Conditions of attached Blanket endorsements and/or policy Coverage Parts apply when required by written contract: CG20101185; CG24041185; CG20010413; GIC00290498; GIC00280498; GIC0305180711; WC000313; GIC00180101; CG 20261185; GIC00511098; MAUB00010115; MAPUB10101015 and MAUB15040115. Excess Liability follows the Blanket Additional Insured & Blanket Waiver of Subrogation endorsements when required by written contract.

The above Workers Compensation/Employers Liability policy applies to All States, except ND, OH, WA, WY.

The Markel American Insurance Company policy #MKLM4EUE100242 affords \$5,000,000 Limit, which is Excess of the \$4,000,000 Limit afforded by The Gray Insurance Umbrella Policy #GXS-043349, Total Umbrella & Excess Limits = \$9,000,000.