

DATE: 9/29/2021

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BID NO.: 50-00135891

BID FORM
Non Public Works

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 N/A %

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: jmcullen@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 by placing the addendum number 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: \$ \$57,124.00

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.: 50-00135891

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	8.00	QTR	TWO YEAR CONTRACT FOR THE MAINTENANCE INSPECTION AND REPAIR OF CHEMICAL SCALES FOR THE JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS- WATER		
			0001 CHEMICAL SCALES QUARTERLY PREVENTIVE MAINTENANCE CONTRACT INSPECTION FOR THE EAST BANK WATER PLANT, 3600 JEFFERSON HIGHWAY, BLDG D, JEFFERSON, LA 70121 WATER DEPT.- EB/WB WATER PLANTS- MERVIN/DAVID ONLY THE SCALES THAT ARE LISTED ON SPECIFICATIONS ARE INLCUDED IN THIS BID. ANY OTHERS ON THE PREMISES ARE NOT INCLUDED WITH THIS BID. ***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 TWO (2) YEAR CONTRACT FOR MAINTENANCE, INSPECTION AND REPAIR OF CHEMICAL SCALES FOR THE JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS - WATER SEE ATTACHED SPECIFICATIONS	\$825.00	\$6,600.00
2	8.00	QTR	0002 CHEMICAL SCALES QUARTERLY PREVENTIVE MAINTENANCE CONTRACT INSPECTION FOR THE CHEMICAL SCALES FOR THE WEST BANK WATER PLANT, 4500 WESTBANK EXPRESSWAY, MARRERO, LA 70072	\$878.00	\$7,024.00
3	100.00	HR	0003 DAYTANK SCALES-HOURLY RATE-TROUBLE- SHOOT AND REPAIR ONLY (ON AN AS NEEDED BASIS)	\$145.00	\$14,500.00
4	100.00	HR	0004 UNFORSEEN WORK HOURLY RATE PER MAN HOUR FOR UNFORESEEN WORK	\$145.00	\$14,500.00
5	100.00	HR	0005 SUPPLEMENTARY INSPECTIONS HOURLY RATE PER MAN HOUR FOR	\$145.00	\$14,500.00

DATE: 9/29/2021

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INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00135891

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
6	1.00	ONLY	<p>SUPPLEMENTARY SERVICE INSPECTIONS 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>THIS IS A NON-BIDDABLE ITEM. THIS ITEM IS FOR PARTS NEEDED TO COMPLETE A REPAIR UP TO \$5,000.00 PER JOB WITH THE APPROVAL FROM THE REQUESTING DEPARTMENT.</p> <p>INVOICES SHALL BE SUBMITTED AT COST ONLY (WITH NO MARKUP)</p>	Quoted as	Necessary

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 (9 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

B-TEK scale, model BT-19548-FCHD

Scale indicator - serial number: 3437138

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 # DSL53636-02 (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.

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 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 - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

UMBRELLA LIABILITY COVERAGE

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

FOR CONSTRUCTION AND RENOVATION PROJECTS:

The following are required if selected below. Such insurance is due upon contract execution.

☐ **OWNER'S PROTECTIVE LIABILITY**

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

☐ **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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2021

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

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

PRODUCER Eustis Insurance & Benefits, a Marsh & McLennan Agency LLC Company 830 W. Causeway Approach Mandeville LA 70471	CONTACT NAME: Bridget Dean PHONE (A/C, No, Ext): 985-624-7009 E-MAIL: bridget.dean@marshmma.com ADDRESS: 		FAX (A/C, No): 504-565-5219
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED G. T. Michelli Company, Inc. 130 Brookhollow Harahan LA 70123	INSURER A: The Gray Insurance Company		36307
	INSURER B: Travelers Property Casualty Co of Amer		25674
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1039123010

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			XSGL-074409	4/1/2019	4/1/2022	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			XSAL-075407	4/1/2019	4/1/2022	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"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 15,000 <input type="checkbox"/> CLAIMS-MADE			GXS100034	4/1/2021	4/1/2022	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	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	XSWC-071136	4/1/2019	4/1/2022	<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	Excess of Gray \$4M			ZUP21P2413121NF	4/1/2021	4/1/2022	Occ/Aggregate 5,000,000

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

The Gray Insurance Policies listed above are all Primary limits of insurance. The Gray Insurance Company Addendum is attached and applies to all certificate holders when required by written contract. Workers Compensation applies to All States, Except North Dakota, Ohio, Washington & Wyoming. The Travelers Property & Casualty Company of America policy affords \$5,000,000 Limit, which is Excess of the \$4,000,000 Limit afforded by The Gray Insurance Lead Excess Policy #GXS-100034, Total Umbrella & Excess Limits = \$9,000,000 Total Aggregate.

The Gray Insurance A.M. Best's Rating is: A-VIII

The Travelers Property & Casualty Company of America A.M. Best's Rating is: A++XV

See Attached...

CERTIFICATE HOLDER

CANCELLATION

The Parish of Jefferson, Its Districts, Departments, & Agencies under the direction of the Parish President & Parish Council
1221 Elmwood Park Blvd
Suite 908
Jefferson LA 70123

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

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Eustis Insurance & Benefits,		NAMED INSURED G. T. Michelli Company, Inc. 130 Brookhollow Harahan LA 70123
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Coverage is afforded to all jobs in the USA, Puerto Rico & Canada.

This certificate of insurance neither affirmatively nor negatively alters, amends, or extends the coverage afforded by Policy Number ZUP21P2413121NF issued by Travelers Property & Casualty Company of America. & Policy Numbers XSAL-075407; XSGLO74409; GXS100034; XSWC-071136 issued by The Gray Insurance Company.

ADDENDUM

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

Policy Number: XSGL-074409

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.

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:

If 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.

Policy Number: XSAL-075407

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".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

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

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

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

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

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

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

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

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

Policy Number: XSWC-071136

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

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

Policy Number (s) XSGL-074409, XSAL-075407, XSWC-071136

CERTIFICATE HOLDER WRITTEN NOTICE CANCELLATION 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.

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 ASSURED

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

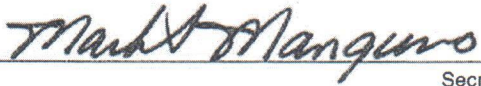
In the event that any provision of this policy is unenforceable by the Insured under the laws of any State or other jurisdiction wherein it is claimed that the Insured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by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

R. MAINTENANCE OF AND RESTRICTIONS IN UNDERLYING INSURANCES

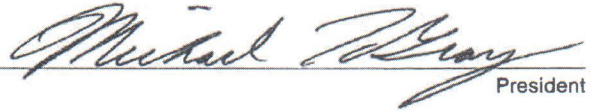
It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Underlying Insurance" shall be maintained in full effect during the policy period without reduction of coverage or limits except for any reduction in the aggregate limit or limits contained therein solely 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.



Secretary



President

EXCESS (FOLLOWING FORM) LIABILITY INSURANCE

THIS POLICY PROVIDES FOLLOWING FORM COVERAGE AND WILL BE CLAIMS-MADE WHEN FOLLOWING CLAIMS-MADE "CONTROLLING UNDERLYING INSURANCE". PLEASE READ THE ENTIRE FORM CAREFULLY.

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

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

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

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

SECTION I - EXCESS (FOLLOWING FORM) LIABILITY COVERAGE

1. INSURING AGREEMENT

- a. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which this insurance applies, provided that the "controlling underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", this insurance does not apply to damages that are in excess of that sublimit unless such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations.
- b. This insurance is subject to:
 - (1) The same terms, conditions, agreements, exclusions and definitions as the "controlling underlying insurance", except with respect to any provisions to the contrary contained in this insurance; and
 - (2) Any additional exclusions not contained in the "controlling underlying insurance" that are contained in any other "underlying insurance".
- c. For the purposes of Paragraph a. above, the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations can

only be reduced or exhausted by the following payments:

- (1) Payments of judgments or settlements for damages that are covered by such "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess (Following Form) Liability Insurance Policy, none of such payments can be for damages that would not be covered by this Excess (Following Form) Liability Insurance Policy because of its different policy period; or
- (2) "Medical expenses" incurred for bodily injury caused by an accident that takes place during the policy period of this Excess (Following Form) Liability Insurance Policy.

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations are reduced or exhausted by other payments, this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been reduced or exhausted by such other payments.

2. DEFENSE OF CLAIMS OR SUITS

- a. We will have no duty to defend any claim or "suit" regardless of whether the claim or "suit" is for damages to which this insurance applies.
- b. We will have the right but not the duty to associate in the investigation, settlement or defense of any claims

EXCESS (FOLLOWING FORM)

or "suits" for damages to which this insurance is likely to apply.

- c. We may investigate and settle any claim or "suit" at our discretion.
- d. We will pay, with respect to any claim or "suit" for which we associate in the defense of the claim or "suit" or for which we pay our part of a judgment:

- (1) All expenses we incur.
- (2) The cost of appeal bonds and bonds to release attachments, but only for bond amounts within the "applicable limit of insurance". We do not have to furnish these bonds.
- (3) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the "applicable limit of insurance", we will not pay any prejudgment interest based on that period of time after the offer.

These payments will not reduce the "applicable limit of insurance".

3. EXCLUSIONS

In addition to the exclusions contained in any "underlying insurance", the following exclusions apply to this insurance:

a. Asbestos

- (1) Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.
- (2) Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that is part of any claim or "suit" which also alleges any damages described in Paragraph (1) of this exclusion.
- (3) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat,

detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or "suit" by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

b. Employment-Related Practices

Damages because of injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraph (1) (a), (b) or (c) of this exclusion.

This exclusion applies:

- (1) Whether the insured may be held liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

c. ERISA, COBRA and Similar Laws

Any obligation of the insured under:

- (1) The Employees Retirement Income Security Act Of 1974 (ERISA);

(2) The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA); or

(3) Any similar common or statutory law of any jurisdiction;

including any amendments to such laws.

d. War

Damages arising out of:

(1) War, including undeclared or civil war; or

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

SECTION II - WHO IS AN INSURED

Any person or organization qualifying as an insured under the "controlling underlying insurance" is an insured under this policy.

If you have agreed to provide insurance for that person or organization in a written contract or agreement:

1. The limits of insurance afforded to such person or organization will be:

a. The amount by which the minimum limits of insurance you agreed to provide such person or organization in such written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or

b. The Limits of Insurance of this policy shown in the Declarations;

whichever is less; and

2. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in such written contract or agreement are wholly within the total limits of insurance of all applicable "underlying insurance".

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for all damages covered under this policy, except:

a. Damages because of injury or damage included in the "auto hazard"; or

b. Damages because of injury or damage for which insurance is provided under any Aircraft Liability coverage included as "controlling underlying insurance" to which no aggregate limit applies.

If a policy of "underlying insurance" that is immediately underlying this policy applies a separate products-completed operations aggregate limit in that same policy, a separate Aggregate Limit will apply to all damages covered under this policy that would have been subject to such products-completed operations aggregate limit in that policy of "underlying insurance".

3. Subject to Paragraph 2. above, the Occurrence Limit is the most we will pay for all damages covered under this policy arising out of any one "event" to which the applicable "controlling underlying insurance" applies a limit of insurance that is separate from the aggregate limit of insurance under that insurance.

4. The limits of this insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months. The policy period begins with the effective date shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period.

SECTION IV - CONDITIONS

1. APPEALS

a. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit", we may do so.

b. If we appeal such a judgment, we will pay all costs of the appeal. These sums are in addition to the "applicable limit of insurance". In no event will our liability exceed the "applicable limit of insurance".

2. BANKRUPTCY

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.

In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" not become bankrupt or insolvent.

3. CANCELLATION

- a. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this insurance is cancelled, we will send such first Named Insured any premium refund due. The refund will be 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.

4. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this insurance.

5. DUTIES REGARDING AN EVENT, CLAIM OR SUIT

- a. You must see to it that we are notified promptly of an "event" which may result in a claim under this insurance. Notice should include:

- (1) How, when and where the "event" took place; and

- (2) The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses.

- b. If a claim is made or "suit" is brought against any insured which may result in a claim against this insurance, you must see to it that we receive prompt written notice of the claim or "suit".

- c. The insured must:

- (1) Cooperate with the "underlying insurers";

- (2) Comply with the terms of the "controlling underlying insurance"; and

- (3) Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under this policy or any policy of "underlying insurance".

- d. If we associate in the investigation, settlement or defense of any claim or "suit", the insured must cooperate with us.

6. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

- a. At any time during the policy period;

- b. Up to three years after the end of the policy period; and

- c. Within one year after final settlement of all claims under this insurance.

7. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide

for the health or safety of workers or the public. We do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

8. LEGAL ACTION AGAINST US

No person or organization has a right under this insurance:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

- a. Are not payable under the terms of this insurance; or
- b. Are in excess of the "applicable limit of insurance".

An agreed settlement means a settlement and release of liability signed by us, by the insured and by the claimant or the claimant's legal representative.

9. MAINTENANCE OF UNDERLYING INSURANCE

The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess (Following Form) Liability Insurance Policy. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in paragraph 1.c. of Section I - Excess Liability Coverage. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

The first Named Insured shown in the Declarations must give us a written notice of any change in the "underlying insurance" as respects:

- a. Coverage;
- b. Limits of insurance;
- c. Termination of any coverage; or
- d. Exhaustion of aggregate limits.

If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of your "underlying insurance", this insurance is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

10. OTHER INSURANCE

This insurance is excess over any valid and collectible other insurance whether such other insurance is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance or as quota share with this insurance.

As used anywhere in this policy, other insurance:

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:
 - (1) Another insurance company;
 - (2) Us or any of our affiliated insurance companies;
 - (3) Any risk retention group;
 - (4) Any self-insurance method or program, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the insured will be deemed to be the provider of other insurance; or
 - (5) Any similar risk transfer or risk management method.
- b. Does not include any "underlying insurance".

11. OUR RIGHT TO RECOVER FROM OTHERS

If we make a payment under this insurance, the insured will assist us and the "underlying insurer" in recovering what we paid by using the insured's rights of recovery. Reimbursement will be made in the following order:

- a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance";
- b. Next, to us; and
- c. Then, to any person or organization (including the insured and the "underlying insurer") that is entitled to claim the remainder, if any.

Expenses incurred in the process of recovery will be divided among all

EXCESS (FOLLOWING FORM)

persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

12. PREMIUM

- a. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
- b. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph d. below.
- c. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
- d. Additional premium may become payable when coverage is provided for additional insureds under the provisions of Section II - Who Is An Insured.

13. PREMIUM AUDIT

If this policy is auditable:

- a. The first Named Insured shown in the Declarations must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- b. At the close of each audit period, we will compute the earned premium for that period.
- c. Audit premiums are due and payable on notice to such first Named Insured.
- d. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to such first Named Insured, subject to the Minimum Premium.

14. REPRESENTATIONS

By accepting this insurance, you agree:

- a. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this insurance in reliance upon your representations.

15. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

16. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

17. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

- a. The insured's liability is established by:
 - (1) A court decision; or
 - (2) A written agreement between the claimant, the insured, any "underlying insurer" and us; and
- b. The amount of the "applicable underlying limit" is paid by or on behalf of the insured.

18. WHEN WE ARE PROHIBITED FROM PAYING DAMAGES ON BEHALF OF AN INSURED

If the laws or regulations of a country or jurisdiction prohibit us from paying, on behalf of an insured, amounts that the insured is legally obligated to pay as damages to which this insurance applies, the insured may pay such damages with our consent.

If the insured gives us proof of such payments, we will repay the insured for such damages. But we will only repay the insured for such damages until we have used up the "applicable limit of insurance" in the payment of judgments or settlements.

19. WHEN WE ARE PROHIBITED FROM PAYING OTHER EXPENSES ON BEHALF OF AN INSURED

If the laws or regulations of a country or jurisdiction prohibit us from paying expenses described in Paragraph 2.d. of Section I - Excess Liability Coverage on behalf of an insured, we will repay the insured for such expenses that the insured incurs with our consent.

20. CURRENCY

Payments for damages or expenses described in Paragraph 2.d. of Section I - Excess Liability Coverage will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately proceeding the date the payment is processed.

SECTION V - DEFINITIONS

1. "Applicable limit of insurance" means the maximum amount we will pay as damages in accordance with Section III - Limits Of Insurance.
2. "Applicable underlying limit" means the sum of:
 - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations less the amount by which that limit has been reduced solely by payments as permitted in paragraph 1.c. of Section I - Excess Liability Coverage; and
 - b. The applicable limit of insurance of any other insurance that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

 - c. The "underlying insurer" claims the insured failed to comply with any condition of the policy; or
 - d. The "underlying insurer" becomes bankrupt or insolvent.
3. "Auto hazard" means all bodily injury and property damage for which liability insurance is afforded under the terms, other than limits of insurance, of the auto policy of "controlling underlying insurance".
4. "Controlling underlying insurance":
 - a. Means the policy or policies of insurance listed in the Schedule Of Controlling Underlying Insurance in the Declarations.
 - b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess (Following Form) Liability Insurance Policy.
 - c. Does not include any part of the policy period of any of the policies described in Paragraphs a. or b. above that began before, or that continues after, the policy period of this Excess (Following Form) Liability Insurance Policy.
5. "Event" means an occurrence, offense, accident, act, error or omission or other unit.
6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Suit" means a civil proceeding. "Suit" includes:
 - a. An arbitration proceeding which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.
8. "Underlying insurance":
 - a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations.
 - b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess (Following Form) Liability Insurance Policy.
 - c. Does not include any part of the policy period of any of the policies described in Paragraphs a. or b. above that began before, or that continues after, the policy period of this Excess (Following Form) Liability Insurance Policy.
9. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
G.T. Michelli Co., Inc.
INCORPORATED.

AT THE MEETING OF DIRECTORS OF G.T. Michelli Co., Inc.
INCORPORATED, DULY NOTICED AND HELD ON 10/26/2021,
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.

Joe R. Michelli
SECRETARY-TREASURER

10/27/2021
DATE

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 Co., Inc. (Entity), the party who submitted a bid in response to Bid Number 50-00135891, 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.

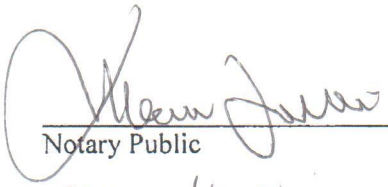


Signature of Affiant

Kevin Kornfuhrer

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME
ON THE 26th DAY OF October, 2021.



Notary Public

Marc Lorelli

Printed Name of Notary

126048

Notary/Bar Roll Number

My commission expires at death.



Marc Lorelli
Louisiana Notary ID# 126048
Parish of Jefferson with
Statewide Authority
Commission is for Life

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

G. T. MICHELLI CO., INC.

2 Business name/disregarded entity name, if different from above

SAME

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

130 BROOKHOLLOW ESPLANADE

6 City, state, and ZIP code

HARAHAN, LA 70123

7 List account number(s) here (optional)

Requester's name and address (optional)

JEFFERSON PARISH WATER WORKS

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

7 2 - 0 6 3 2 8 1 6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

G. T. Michelli

Date ►

10/26/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.