

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the 7th day of January, 2014, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AWARD BID AND CONTRACT FOR THE CITY OF GULFPORT TRENCHLESS PIPE INSPECTION, CLEANING & REPAIR UNIT PRICE PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE AND DELIVER ANY AND ALL DOCUMENTS TO EFFECTUATE THIS AWARD, INCLUDING BUT NOT LIMITED TO, A CONTRACT IN CONNECTION WITH SAME

WHEREAS, the Governing Authorities of the City of Gulfport previously authorized the solicitation of bids to award a unit price contract for trenchless pipe inspection, cleaning and repair in the City, which contract will provide the Departments of Public Works and Engineering with another option for completing needed drainage and sewer repairs in a timely and convenient manner; and

WHEREAS, two (2) bids were submitted in response to the City's public notices in connection with the above reference project, identified in the bid documents as "Trenchless Pipe Inspection, Cleaning & Repair Unit Price Project," and such bid totals are set forth in the Bid Tabulation Sheet, which, along with a December 13, 2013, Letter from Dax Alexander of Brown, Mitchell & Alexander, Inc., Consulting Engineers, a December 13, 2013, Memorandum from City Engineer Kris Riemann, and a December 20, 2013, Memorandum from Purchasing Manager Connie Debenport are incorporated herein and collectively attached hereto as Exhibit "A"; and

WHEREAS, Brown, Mitchell, & Alexander, Inc., Consulting Engineers, inspected and reviewed the bids received and determined that the lowest monetary bid was submitted by Gulf Coast Underground, LLC, of Mobile, Alabama; and

WHEREAS, as set forth in Exhibit "A", City Engineer, Kris Riemann, recommends that this contract be awarded to Gulf Coast Underground, LLC, to be used on an as needed basis based on available funding; and

WHEREAS, it is in the best interest of the City of Gulfport that the contract for the "Trenchless Pipe Inspection, Cleaning & Repair Unit Price Project" be awarded to Gulf Coast

Underground, LLC, and that the City and Gulf Coast Underground, LLC, should enter into a contract relative to this project; and

WHEREAS, a proposed Agreement between the City and Gulf Coast Underground, LLC, is attached hereto as Exhibit "B" for review, consideration and approval.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the contract for the "Trenchless Pipe Inspection, Cleaning & Repair Unit Price Project", be and it is hereby awarded to Gulf Coast Underground, LLC, whose bid was responsive and which is the "lowest and best" bidder.

Section 3. That the proposed Agreement between the City and Gulf Coast Underground, LLC, as found in Exhibit "B" hereto, be and the same is hereby approved in substantially the same or similar form as found in Exhibit "B" and that the Mayor be and he is hereby authorized, on behalf of the City of Gulfport, to enter into, sign, execute, and deliver any and all documents needed to effectuate the awarding of the bid and contract to Gulf Coast Underground, LLC, for the "Trenchless Pipe Inspection, Cleaning & Repair Unit Price Project", including but not limited to the Agreement found in Exhibit "B" hereto.

Section 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember Walker, seconded by Councilmember Casey, and was adopted by the following roll call vote:

AYES

Casey

Dombrowski

Holmes-Hines

Walker

Sharp

Flowers

Pucheu

NAYS

None

ABSENT

None

WHEREUPON, the President declared the motion carried and the Resolution adopted

this the 7th day of January, 2014.



Rhonda S. Cole
CLERK OF THE COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this
the 8th day of January, 2014.

APPROVED:

[Signature]
MAYOR

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the 17th day of January in the year 2013, by and between **CITY OF GULFPORT** (hereinafter called OWNER) and **GULF COAST UNDERGROUND, LLC** (hereinafter called CONTRACTOR).

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

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**TRENCHLESS PIPE INSPECTION, CLEANING & REPAIR
UNIT PRICE CONTRACT**

CONTRACTOR understands that after award of the unit price contract, the City will issue site specific work orders to complete different types of projects. Each work order will contain an estimate of quantities and the items necessary to complete the work, along with an estimate of the days required to complete the project. Individual work orders will not exceed \$200,000.00. The City is not guaranteeing any amount of work, and the work at the end of one year may be significantly more or less than the total bid submitted. After the first year of operation under this Contract, the Contract can be renewed for a second year, provided both parties are in agreement.

Article 2. ENGINEER.

The Project has been designed by:

BROWN, MITCHELL & ALEXANDER, INC.
521 34th Street
Gulfport, Mississippi 39507

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

3.1. Bidder must agree to commence work on each project under this unit price contract within a maximum time period of seven (7) calendar days. Failure to initiate work within seven (7) calendar days for each individual project will be justification by the OWNER for termination of the Agreement.

3.2. After issuance of the work order authorizing work under this Contract, OWNER and CONTRACTOR will agree upon a schedule of an estimated date of completion of the work. CONTRACTOR's failure to prosecute the work when good working conditions exist will also constitute justification for termination of the Contract.

3.3. This Contract will be effective for Three Hundred Sixty-Five (365) calendar days and one optional period of Three Hundred Sixty-Five (365) calendar days after the Contract Time commences.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

The sum of the total amount authorized by the addition of the unit prices for the work authorizations in accordance with CONTRACTOR's Bid Proposal dated November 12, 2013.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the _____ day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER

shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

5.1.1.1. Projects with a Contract total amount of less than \$250,000 and no subcontractor:

5.1.1.1.1. Ninety percent (90%) of Work completed (with the balance being retainage).

5.1.1.1.2. Ninety percent (90%) (with the balance being retainage) of material and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions).

5.1.1.2. On projects in which the total Contract Price is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater or on any Contract with a subcontractor, regardless of amount; five percent (5%) shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the engineer's opinion, fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. After fifty percent (50%) completion, projects of this magnitude shall have a two and one-half percent (2.5%) retainage provided that the project is on schedule and satisfactory in the engineer's opinion.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to ninety-seven and one-half percent (97.5%) of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest from the due date until paid at the rate of one percent (1%) per month until fully paid.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents, including the "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determinations set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings

identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages 1 to 8, inclusive).
- 8.2. Exhibits to this Agreement (pages 0 to 0, inclusive).
- 8.3. Performance, Payment, and other Bonds consisting of six (6) pages.
- 8.4. Notice to Proceed.
- 8.5. General Conditions (pages 1 to 62, inclusive).
- 8.6. Supplementary Conditions (pages 1 to 15, inclusive).
- 8.7 Specifications bearing the title:

TRENCHLESS PIPE INSPECTION, CLEANING & REPAIR UNIT PRICE CONTRACT

and consisting of 13 divisions, as listed in table of contents thereof.

- 8.8. ~~Drawings consisting of a cover sheet and sheets numbered ___ through ___, inclusive, with each sheet bearing the following general title:~~
- 8.9. Addenda numbers 1 to 1, inclusive.
- 8.10. CONTRACTOR's Bid Proposal (pages 1 to 7, inclusive) marked Exhibit "A".
- 8.11. Documentation submitted by CONTRACTOR prior to Notice of Award (pages 0 to 0, inclusive).

- 8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5. *Contractor's Certifications.* CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.5:

9.5.1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

9.5.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;

9.5.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

9.5.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.6. OTHER PROVISIONS.

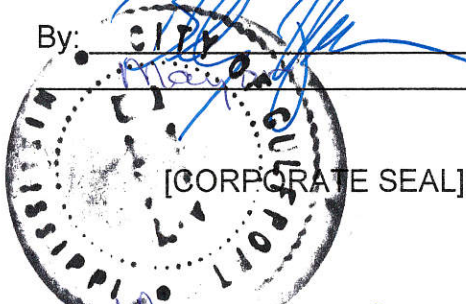
None.


IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on January 8, 201⁴3, (which is the effective Date of the Agreement).

OWNER:
City of Gulfport

By: 



Attest: 

Address for giving notices:
P.O. Box 1780
Gulfport, MS 39502

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR:
Gulf Coast Underground, LLC

By: 

Spencer Twell, Vice President

[CORPORATE SEAL]

Attest: 

Address for giving notices:
3158 Old Shell Road
Mobile, AL 36607

Certificate of Responsibility
No.14487-SC

Agent for service of process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

CONSTRUCTION PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

Gulf Coast Underground, LLC.
3158 Old Shell Road
Mobile, AL 36607

SURETY (Name and Principal Place of Business):

Companion Property & Casualty Insurance Company
365 Northridge Road, Ste. 400
Atlanta, GA 30350

OWNER (Name and Address):

City of Gulfport Engineering & Public Works Department
4050 Hewes Avenue
Gulfport, MS 39507

CONSTRUCTION CONTRACT:

Effective Date of Agreement: December 27, 2013
Amount: \$200,000.00
Description (Name and Location): Trenchless Pipe Inspection, Cleaning & Repair Unit Price Contract


BOND:


Bond Number: 0014902
Date: December 27, 2013
(Not earlier than Effective Date of Agreement)
Amount: \$200,000.00
Modifications to this Bond Form: None

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent or representative. (Note: Provide execution by additional parties, such as joint venturers, if necessary.)

CONTRACTOR AS PRINCIPAL:


Gulf Coast Underground, LLC. (Seal)
Contractor's Name and Corporate Seal

By: 
Signature
Spencer Twell
Print Name
Vice President
Title

Attest: 
Signature
Secretary
Title

SURETY:

Companion Property & Casualty Insurance Co (Seal)
Surety's Name and Corporate Seal

By: 
Signature (Attach Power of Attorney)
Scott E. Stoltzner
Print Name
Attorney In Fact
Title

Attest: 
Signature Tameca Ivy
Underwriting Assistant
Title

Performance Bond - 1
Project #11-3275A-23

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions:
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address):

Gulf Coast Underground, LLC.
3158 Old Shell Road
Mobile, AL 36607

SURETY (Name and Principal Place of Business):

Companion Property & Casualty Insurance Company
365 Northridge Road, Ste. 400
Atlanta, GA 30350

OWNER (Name and Address):

City of Gulfport Engineering & Public Works Department
4050 Hewes Avenue
Gulfport, MS 39507

CONSTRUCTION CONTRACT:

Date: December 27, 2013
Amount: \$200,000.00
Description (Name and Location): Trenchless Pipe Inspection, Cleaning & Repair Unit Price Contract

BOND:

Bond Number: 0014902
Date: December 27, 2013
(Not earlier than Construction Contract Date)
Amount: \$200,000.00
Modifications to this Bond Form: None

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL:

Gulf Coast Underground, LLC. (Seal)
Contractor's Name and Corporate Seal

By:

Signature

Spencer Twell

Print Name

Vice President

Title

Attest:

Signature

Secretary

Title

SURETY:

Companion Property & Casualty Insurance Co. (Seal)
Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Scott E. Stoltzner

Print Name

Attorney In Fact

Title

Attest:

Signature Tameca Ivy

Underwriting Assistant

Title

(Note: Provide execution by additional parties, such as joint venturers, if necessary.)

City of Gulfport
Trenchless Pipe Inspection, Cleaning & Repair
Unit Price Contract

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

- 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2 Defends, indemnifies and hold harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

- 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

- 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and that basis for challenging any amounts that are disputed.
- 6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy all claims, if any, under any Construction Performance Bond. By the

Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.2 or Clause 4.2(iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner, or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, material or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

P.O. Box 100165 (29202)

51 Clemson Road

Columbia, SC 29229

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY ("Companion") had made, constituted and appointed, and by these presents does make, constitute and appoint Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; Martha G. Ross of Charlotte, North Carolina; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Parma, Ohio; Stephen E. Lallier of Reynoldsburg, Ohio; Patricia E. Martin of Lutz, Florida; Melanie J. Stokes of Atlanta, Georgia; Garry W. Black of Murfreesboro, Tennessee; David R. Brett of Columbia, South Carolina; Scott E. Stoltzner of Birmingham, Alabama; Diane L. McLain of Fitchburg, Wisconsin; Brian A. O'Neal of Parker, Colorado; Jason S. Centrella of Jacksonville, Florida; Kelley E.M. Nys of Decatur, Georgia; Michael K. Thompson of Atlanta, GA; or Brian Clark of Charlotte, North Carolina, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of **\$1,000,000 (One Million Dollars)** including but not limited to consents of surety for the release of retained percentages and / or final estimates on construction contracts or similar authority requested by the Department of Transportation, **State of Florida** and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be binding upon the Company as if they had been duly signed by the president and attested by any officer of the company in their own proper persons.

In Witness Whereof, the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Vice President and Chief Underwriting Officer this 27th day of July, 2012.

Attest:

Ron Carlson, VP and Chief Underwriting Officer

COMPANION PROPERTY AND CASUALTY
INSURANCE COMPANY

By:

George P. Reeth, Jr. President

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

On this 27th day of July, 2012, before me personally came George P. Reeth, Jr., to me known, who being by me duly sworn, did depose and say that he resides in Columbia, in the County of Richland, State of SC, at Columbia; that he is the President of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

Notary Public, State of SC, Qualified in Richland County Commission Expires: 7/1/14

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

I, the undersigned, an Officer of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, a South Carolina Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Columbia, Dated the 27th day of December, 2013.

George P. Reeth, Jr. President



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SW

DATE (MM/DD/YYYY)

01/10/14

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

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

PRODUCER Thames Batre' Insurance P. O. Box 6989 Mobile, AL 36660-0989 Lewis E. Beville		Phone: 251-473-9000 Fax: 251-473-9010	CONTACT NAME: Sandie Werneth PHONE (A/C, No, Ext): 251-643-7029 FAX (A/C, No): 251-473-9000 E-MAIL ADDRESS: sandie@thamesbatre.com PRODUCER CUSTOMER ID #: GCULL-1																					
INSURED GCU, LLC dba Gulf Coast Underground 3158 Old Shell Road Mobile, AL 36607		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>National Union Fire Ins. Co.</td><td></td></tr><tr><td>INSURER B:</td><td>Admiral Insurance Company</td><td></td></tr><tr><td>INSURER C:</td><td>Starr Indemnity & Liability Co</td><td>38318</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Union Fire Ins. Co.		INSURER B:	Admiral Insurance Company		INSURER C:	Starr Indemnity & Liability Co	38318	INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																								

COVERAGES**CERTIFICATE NUMBER:****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	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTR		INSR WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
B	GENERAL LIABILITY		ECC101003414-03	10/11/13	10/11/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Pollution Liab					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liab					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
C	AUTOMOBILE LIABILITY		SIANCA003991-01	10/11/13	10/11/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				\$	
	<input type="checkbox"/> NON-OWNED AUTOS				\$	
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		EXS101005229-03	10/11/13	10/11/14	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC009676730	10/11/13	10/11/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Trenchless Pipe Inspection, Cleaning & Repair Unit Price Contract

Refer to the attached for for additional insured and waiver of subrogation extensions.

CERTIFICATE HOLDER**CANCELLATION**

GULFE03

Gulfport Engineering &
Public Works Dept
4050 Hewes Avenue
Gulfport, MS 39507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NOTEPAD

INSURED'S NAME GCU, LLC dba

GCULL-1
OP ID: SW

PAGE 2
DATE 01/10/14

Worker's Compensation coverage extends to the following states for which a project begins during the policy term:

AK, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA,
MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, OK, OR, PA, RI,
SC, SD, TN, UT, VA, VT, WI, WV

NOTEPAD:

HOLDER CODE GULFE03
INSURED'S NAME GCU, LLC dba

GCULL-1
OP ID: SW

PAGE 3
DATE 01/10/14

General Liability:

Additional Insured provision applies with respect to General Liability as per forms CG2010 0704 and CG2037 0704, attached, if required by written contract, subject to policy conditions and the attached CG2243 01 96

Waiver of Subrogation provision applies with respect to General Liability, as per form ECC-320-0712, attached, if required by written contract.

Automobile

Additional Insured provision applies with respect to Automobile Liability as per form ANC101 attached, if required by written contract.

Waiver of Subrogation provision applies with respect to Automobile, as per form ANC102, attached, if required by written contract

Worker's Compensation

Waiver of Subrogation is granted to the holder if required by contract, subject to policy conditions & attached WC000313



Exclusion – Engineers, Architects or Surveyors Professional Liability

This endorsement, effective 10/11/2013 attaches to and forms a part of Policy Number FEI-ECC-10567-01. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A -- BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I -- Coverages) and paragraph 2., Exclusions of COVERAGE B -- PERSONAL AND ADVERTISING INJURY LIABILITY (Section I -- Coverages):

This insurance does not apply to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or failure to render any professional services by you or performing work on your behalf in such capacity.

Professional services include:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.



Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization

This endorsement, effective 10/11/2013 attaches to and forms a part of Policy Number
FEI-ECC-10567-01. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided
under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s)
at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



Additional Insured – Owners, Lessees or Contractors – Completed Operations

This endorsement, effective 10/11/2013 attaches to and forms a part of Policy Number
FEI-ECC-10567-01. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided
under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured
the person(s) or organization(s) shown in the Schedule, but only with respect to
liability for "bodily injury" or "property damage" caused, in whole or in part, by
"your work" at the location designated and described in the schedule of this
endorsement performed for that additional insured and included in the "products-
completed operations hazard".



GCU, LLC; dba: Gulf Coast Underground
Endorsement Number: 5

Automatic Waiver of Subrogation Endorsement

This endorsement, effective 10/11/2013 attaches to and forms a part of Policy Number FEI-ECC-10567-01. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.

**BUSINESS AUTO
ANC 101**

POLICY NUMBER: SIANCA003991-02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC
STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BLANKET- AS REQUIRED BY WRITTEN CONTRACT

BUSINESS AUTO LIABILITY COVERAGE PART

- A. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for the insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

BUSINESS AUTO
ANC 102

POLICY NUMBER: SIANCA003991-02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE:

NAME OF PERSON OR ORGANIZATION:

**BLANKET –
AS REQUIRED BY WRITTEN CONTRACT**

The transfer of right of recovery against others to us condition (Section IV-Business Auto Conditions) is amended by the addition of the following:

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/11/2013 forms a part of Policy No. WC 009-67-6730

Issued to GCU, LLC

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Premium 2.0%

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

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS COMPENSATION OR EMPLOYERS LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, NEW JERSEY; OR,

2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative