

**JACKSON STREET IMPROVEMENTS
COLEY ROAD to AIRPARK ROAD
CITY OF TUPELO, MISSISSIPPI**

AGREEMENT

(09-21-2020)

This AGREEMENT, made this 24 day of November, 2020 by and between THE CITY OF TUPELO, MISSISSIPPI, hereinafter called "OWNER" and Cook & Son, LLC, doing business as a limited liability company, hereinafter called "CONTRACTOR".

WITNESSETH: That for and consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of JACKSON STREET IMPROVEMENTS, COLEY ROAD to AIRPARK ROAD.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on or before the date of the NOTICE TO PROCEED and will complete the same within 365 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of Four Million forty five thousand four dollars and thirty nine cents (\$4,045,004.39), being the amount of the accepted proposal and subject to proper additions and/or deductions at the unit prices as stated in the proposal or otherwise provided for by modification.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) Bid Proposal
 - (D) Bid Documents
 - (E) Bid Bond
 - (F) Agreement
 - (G) Certificate of Owner's Attorney
 - (H) General Conditions
 - (I) Special Conditions
 - (J) Payment Bond
 - (K) Performance Bond
 - (L) Notice of Award
 - (M) Notice to Proceed
 - (N) Change Order
 - (O) Drawings, specifications, and addenda prepared by Engineering Solutions, Inc.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

AGREEMENT (CONT.)

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in four copies, each of which shall be deemed an original on the date first written.

OWNER:

CITY OF TUPELO, MISSISSIPPI


BY: _____
Name: _____
Title: _____

ATTEST:


BY: _____
Name: _____
Title: _____

OWNER'S SEAL

CONTRACTOR:

BY: 
Name: Kenneth Cook
Title: owner

ATTEST:

BY: 
Name: Kandyee C. Donahue
Title: admin.

CORPORATE SEAL

NOTE: If CONTRACTOR is a corporation, secretary should attest.

**JACKSON STREET IMPROVEMENTS
COLEY ROAD to AIRPARK ROAD
CITY OF TUPELO, MISSISSIPPI**

PAYMENT BOND

Bond #GS59800020

KNOW ALL PERSONS BY THESE PRESENTS that

Cook & Son, LLC.

60146 Seminole Rd.

Smithville, MS 38870

a Limited Liability Company, hereinafter called PRINCIPAL and The Gray Casualty & Surety Company

(Name of Surety)

hereinafter called SURETY, are held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, 71 East Troy St. Tupelo, MS 38804, hereinafter called OWNER, and unto all persons, firms, and corporations, who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of **Four Million forty five thousand four dollars and thirty nine cents (\$4,045,004.39)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the 24th day of November, 2020, a copy of which is hereto attached and made part hereof for the construction of:

JACKSON STREET IMPROVEMENTS, COLEY ROAD to AIRPARK ROAD

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment, and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquired its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way effect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: the PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

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

IN WITNESS WHEREOF, this instrument is executed in FOUR (4) counter parts, each one of which shall be deemed an original, this the 24th day of November, 2020.

ATTEST:

Kentylee C. Donahue

(Principal) Secretary

(SEAL)

Kentylee C. Donahue - admin

Witness as to Principal

60146 Seminole Road

Address

Smithville, MS 38870

Cook & Son, LLC

Principal

By: Kentylee C.

60146 Seminole Road

Address

Smithville, MS 38870

The Gray Casualty & Surety Company

Surety

By: Kyle Chandler IV

Attorney-In-Fact Kyle Chandler IV

P.O. Box 836

Address

West Point, MS 39773

ATTEST:

Danielle Marshall

Witness as to Surety Danielle Marshall

P.O. Box 836

Address

West Point, MS 39773

NOTE 1: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond. Surety Companies executing bonds must appear on the Treasury Department's Circular 570 (most current) and be authorized to transact business in the state where the project is located.

**JACKSON STREET IMPROVEMENTS
COLEY ROAD to AIRPARK ROAD
CITY OF TUPELO, MISSISSIPPI**

PERFORMANCE BOND

Bond # GS59800020

KNOW ALL PERSONS BY THESE PRESENTS that

Cook & Son, LLC.

60146 Seminole Rd.

Smithville, MS 38870

a Limited Liability Company, hereinafter called PRINCIPAL and The Gray Casualty & Surety Company

(Name of Surety)

hereinafter called SURETY, are held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, 71 East Troy St. Tupelo, MS 38804, hereinafter called OWNER, in the total aggregate penal sum of **Four Million forty five thousand four dollars and thirty nine cents (\$4,045,004.39)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the 24th day of November, 2020, a copy of which is hereto attached and made part hereof for the construction of:

JACKSON STREET IMPROVEMENTS, COLEY ROAD to AIRPARK ROAD

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

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

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faith full performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in FOUR (4) counterparts, each one of which shall be deemed an original, this the 24th day of November, 2020.

ATTEST:

Kentyle C. Donahue
(Principal) Secretary

(SEAL)

admin.
Witness as to Principal
60146 Seminole Road

Smithville, MS 38870

Cook & Son, LLC

Principal

By: Kate Co

60146 Seminole Road

Address
Smithville, MS 38870

The Gray Casualty & Surety Company

Surety

ATTEST:

Danielle Marshall
Witness as to Surety Danielle Marshall

P.O. Box 836

Address
West Point, MS 39773

P.O. Box 836

Address
West Point, MS 39773

By: Kyle Chandler IV

Attorney-In-Fact Kyle Chandler IV

NOTE 1: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond. Surety Companies executing bonds must appear on the Treasury Department's Circular 570 (most current) and be authorized to transact business in the state where the project is located.

COUNTERSIGNED BY:

Kyle Chandler IV
Resident Mississippi Agent
Kyle Chandler IV

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GS59800020

Principal: Cook & Son, LLC

Project: Jackson Street Improvements, Coley Road to Airpark Road

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **Kyle Chandler IV, Kyle Chandler III, Cecil R. Vaughn, Jr. Brandt C. Galloway, and Steve Swedenburg of Columbus, Mississippi jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray
Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno
Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies, this day of , 2020



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company



COOK&SO-01

4MARD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2020

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 License # 15013767 GCM Insurance - West Point P.O. Box 836 West Point, MS 39773		CONTACT NAME: PHONE (A/C, No, Ext): (662) 494-4781 FAX (A/C, No): (662) 494-7072 E-MAIL ADDRESS:		
INSURED Cook & Son, LLC 60146 Seminole Rd. Smithville, MS 38870		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Builders Mutual Insurance		10844
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		

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 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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		CPA0009534	10/18/2020	10/18/2021	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP0031170	10/18/2020	10/18/2021	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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			MUB0008523	10/18/2020	10/18/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCP106148802	10/5/2020	10/5/2021	<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

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

Project: Jackson Street Improvements

Certificate holder and Architect/Engineer would be additional insured with regard to General Liability if required by written contract but only to the extent provided by the attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

City of Tupelo 71 East Troy Street Tupelo, MS 38804	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Contractor's Blanket Additional Insured Endorsement Products - Completed Operations-A

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – WHO IS AN INSURED is amended to include as an additional insured any person or organization when you and such person or organization have agreed in a written contract or written agreement that such person or organization be added to your policy, but only with respect to liability for "bodily injury" or "property damage" caused by "your work" performed for that additional insured and included in the "products-completed operations hazard".

When the named insured is required to add an additional insured on this policy, the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy;
2. Executed prior to a "bodily injury" "occurrence" or "property damage" "occurrence" to which this insurance would apply; and
3. Between a Named Insured and the additional insured

- B. The insurance provided to the additional insured is subject to the following provisions:

1. That person or organization is an additional insured only for liability caused by your negligence specifically resulting from "your work" for the additional insured as detailed in the written contract or written agreement.
2. The Limits of Insurance (Section III) is amended to include:
The limits applicable to the additional insured are the lesser of those specified in the written contract or agreement executed between you and the additional insured or in the Declaration of this Coverage Part, whichever is less. These Limits of Insurance are inclusive of, and are not in addition to, the Limits of Insurance shown in the Declarations and defined in Section III – Limits of Insurance.
3. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render any professional services by you or on your behalf, but only with respect to the following operations:

- a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
- b. Providing, or hiring independent professional firms to provide, engineering, architectural or surveying services in connection with construction work you perform.

Professional services include:

- c. The preparing, approving, failing to prepare, approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- d. Supervisor or inspection activities performed as part of any related architectural or engineering activities.
- e. However, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

4. The following replaces **Exclusion 1** under **2. Exclusions of Section I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

I. Damage to Your Work

This insurance does not apply to "property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

5. When a written contract or written agreement requires coverage to be provided for "bodily injury" or "property damage" within the "products-completed operations hazard", coverage will not apply to "bodily injury" or "property damage" which occurs after:
- a. The period of time required by the written contract or written agreement; or
 - b. Five years from the completion of "your work" on the project that is the subject of the written contract or written agreement.
6. Any coverage provided to the additional insured by this endorsement shall be excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis, unless the written contract or written agreement in effect during this policy period and executed by you prior to an "occurrence" specifically requires that the insurance be provided on either a primary or on a primary and noncontributory basis.
7. The insurance provided in this endorsement does not apply to "bodily injury", or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor, project manager or owner of a construction project in which you are involved.
8. The following is added to **SECTION IV- COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit:**
- e. An additional insured under this endorsement must comply with all provisions of this section.
 - f. The company may audit or require a copy of the contract.