

PROPOSER SUMMARY SHEET
RFP #24-069
Old Orland Corrugated Metal Pipe (CMP) Replacement

Business Name: H. Linden & Sons Sewer and Water, Inc.

Street Address: 722 E. South St., Unit D

City, State, Zip: Plano, IL 60545

Contact Name: Steve Linden

Title: Secretary/Treasurer Phone: 630-552-9955

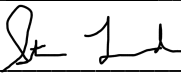
Fax: 630-522-0955 E-Mail address: sbell@hlindensons.com

Price Proposal

GRAND TOTAL PROPOSAL PRICE \$ 880,250.00

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Steve Linden

Signature of Authorized Signee: 

Title: Secretary/Treasurer Date: 12/20/2024

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

Proposals shall complete this Certificate of Compliance. Failure to comply with all submission requirements may result in a determination that the Proposals is not responsible.

The undersigned Steve Linden,
(Enter Name of Person Making Certification)

as Secretary/Treasurer
(Enter Title of Person Making Certification)

and on behalf of H. Linden & Sons Sewer and Water, Inc.,
(Enter Name of Business Organization)

certifies that Proposers is:

1) **A BUSINESS ORGANIZATION:** Yes [x] No []

Federal Employer I.D. #: 36-2930832
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (*check one*):

Sole Proprietor
 Independent Contractor (*Individual*)
 Partnership
 LLC
 Corporation 8/9/1977
IL *(State of Incorporation)* *(Date of Incorporation)*

2) **STATUS OF OWNERSHIP**

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

Minority-Owned [] Small Business [] ([SBA standards](#))
Women-Owned [] Prefer not to disclose []
Veteran-Owned [] Not Applicable [x]
Disabled-Owned []

How are you certifying? Certificates Attached [x] Self-Certifying []

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

Minority-Owned [] Small Business [] ([SBA standards](#))
Women-Owned [] Prefer not to disclose [x]
Veteran-Owned [] Not Applicable []
Disabled-Owned []

3) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes [x] No []

The Proposer is authorized to do business in the State of Illinois.

4) ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS: Yes [x] No []

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

5) SEXUAL HARASSMENT POLICY COMPLIANT: Yes [x] No []

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

6) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes [x] No []

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Proposer shall:

(I) not discriminate against any employee or applicant for employment because of race, color,

religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

"Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers.

In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

7) PREVAILING WAGE COMPLIANCE: Yes No

In the manner and to the extent required by law, this RFP is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Proposer or any subcontractor of a Proposer bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as

amended, Proposer shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Proposer further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

8) EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT: Yes No

In the manner and to the extent required by law, this ITB/RFP is subject to the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*). If awarded the Contract, per 820 ILCS 130 *et seq.* as amended, and if the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01) is in effect, Proposer shall maintain full compliance with its requirements.

9) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM: Yes No

Proposer participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor’s Office of Apprenticeship.

Name of A&T Program: _____ please see attached certificates _____

Brief Description of Program: _____

10) TAX COMPLIANT: Yes [x] No []

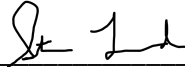
Proposer is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Proposer set forth on the Proposer Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

The undersigned, having become familiar with the Project specified in this RFP, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

Steve Linden

Name of Authorized Officer

Secretary/Treasurer

Title

12/20/2024

Date

REFERENCES

Provide three (3) references for which your organization has performed similar work.

Proposer's Name: H. Linden & Sons Sewer and Water, Inc.
(Enter Name of Business Organization)

1. ORGANIZATION please see attached reference list

ADDRESS _____

PHONE NUMBER -

CONTACT PERSON _____

YEAR OF PROJECT _____

2. ORGANIZATION _____

ADDRESS _____

PHONE NUMBER _____

CONTACT PERSON _____

YEAR OF PROJECT _____

3. ORGANIZATION _____

ADDRESS _____

PHONE NUMBER _____

CONTACT PERSON _____

YEAR OF PROJECT _____



Unit Price Sheet - AMENDED
RFP #24-069

Old Orland Corrugated Metal Pipe (CMP) Replacement

The undersigned, having become familiar with the Documents, Construction PLans, and Specifications as designated in RFP #24-069, hereby proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for and the work described in the following schedule in connection with the construction of the Old Orland Corrugated Metal Pipe (CMP) Replacement.

| ITEM | DESCRIPTION | UNIT | QTY | UNIT PRICE | Cost |
|--------------------------------|--|-------|--------|--------------|----------------------|
| 20100110 | TREE REMOVAL (6 TO 15 UNITS DIAMETER) | UNIT | 60 | \$ 35.00 | \$ 2,100.00 |
| 20200500 | EARTH EXCAVATION | CU YD | 250 | \$ 49.00 | \$ 12,250.00 |
| *20800150 | TRENCH BACKFILL, SPECIAL | CU YD | 1,700 | \$ 51.00 | \$ 86,700.00 |
| 21101505 | TOPSOIL FURNISH AND PLACEMENT | CU YD | 35 | \$ 80.00 | \$ 2,800.00 |
| 20101100 | TREE TRUNK PROTECTION | EACH | 7 | \$ 200.00 | \$ 1,400.00 |
| 25000110 | SEEDING, CLASS 1A | ACRE | 0.04 | \$ 5,000.00 | \$ 200.00 |
| 25100630 | EROSION CONTROL BLANKET | SY | 340 | \$ 10.00 | \$ 3,400.00 |
| 28000510 | INLET FILTERS | EACH | 11 | \$ 180.00 | \$ 1,980.00 |
| *42400200 | PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH | SF | 115 | \$ 24.00 | \$ 2,760.00 |
| *42400200 | PORTLAND CEMENT CONCRETE STEPS REMOVAL AND REPLACEMENT | SF | 125 | \$ 108.00 | \$ 13,500.00 |
| 44000300 | CURB REMOVAL | LF | 560 | \$ 10.00 | \$ 5,600.00 |
| 44000600 | SIDEWALK REMOVAL | SF | 115 | \$ 4.00 | \$ 460.00 |
| 54213657 | PRECAST REINFORCED CONCRETE FLARED END SECTION, 12" (WITH RIPRAP) | EACH | 1 | \$ 2,000.00 | \$ 2,000.00 |
| 55100400 | STORM SEWER REMOVAL 10" | FOOT | 10 | \$ 5.00 | \$ 50.00 |
| 55100500 | STORM SEWER REMOVAL 12" | FOOT | 85 | \$ 5.00 | \$ 425.00 |
| 55100700 | STORM SEWER REMOVAL 15" | FOOT | 50 | \$ 5.00 | \$ 250.00 |
| 55101900 | STORM SEWER REMOVAL, 48" | FOOT | 680 | \$ 28.00 | \$ 19,040.00 |
| 550A0040 | STORM SEWERS, CLASS A, TYPE 1 10" | FOOT | 10 | \$ 82.00 | \$ 820.00 |
| 550A0050 | STORM SEWERS, CLASS A, TYPE 1 12" | FOOT | 350 | \$ 95.00 | \$ 33,250.00 |
| 550A0190 | STORM SEWERS, CLASS A, TYPE 1 48" | FOOT | 560 | \$ 300.00 | \$ 168,000.00 |
| 550A4710 | STORM SEWERS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 48" | FOOT | 120 | \$ 400.00 | \$ 48,000.00 |
| 550B0070 | STORM SEWERS, CLASS B, TYPE 1 15" | FOOT | 50 | \$ 124.00 | \$ 6,200.00 |
| *55200200 | STORM SEWER, 12" (DIRECTIONAL BORE) | FOOT | 130 | \$ 200.00 | \$ 26,000.00 |
| *60200105 | CATCH BASINS, TYPE A, 4' DIAMETER, TYPE 1 FRAME, OPEN LID | EACH | 5 | \$ 4,000.00 | \$ 20,000.00 |
| *60201105 | CATCH BASINS, TYPE A, 4' DIAMETER, TYPE 11 FRAME & GRATE, OPEN LID | EACH | 1 | \$ 4,000.00 | \$ 4,000.00 |
| *60201105 | CATCH BASINS, TYPE A, 8' DIAMETER, TYPE 11 FRAME & GRATE, OPEN LID | EACH | 1 | \$ 15,000.00 | \$ 15,000.00 |
| *60218400 | MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID | EACH | 1 | \$ 4,000.00 | \$ 4,000.00 |
| *60218400 | MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID | EACH | 10 | \$ 15,000.00 | \$ 150,000.00 |
| 60600605 | CONCRETE CURB, TYPE B | LF | 30 | \$ 61.00 | \$ 1,830.00 |
| 60603500 | COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.06 | LF | 30 | \$ 61.00 | \$ 1,830.00 |
| 60603800 | COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 | LF | 230 | \$ 61.00 | \$ 14,030.00 |
| 63301215 | REMOVE AND REERECT STEEL PLATE BEAM GUARDRAIL, TYPE B | FOOT | 30 | \$ 210.00 | \$ 6,300.00 |
| 67100100 | MOBILIZATION | L.SUM | 1 | \$ 30,000.00 | \$ 30,000.00 |
| 78001100 | PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS | SQ FT | 50 | \$ 8.00 | \$ 400.00 |
| 78001110 | PAINT PAVEMENT MARKING - LINE 4" | FOOT | 1,800 | \$ 4.00 | \$ 7,200.00 |
| *NA | PAVER REMOVAL AND REINSTALL | SQ FT | 100 | \$ 68.00 | \$ 6,800.00 |
| *NA | ITEMS ORDERED BY ENGINEER | UNIT | 25,000 | \$1.00 | \$ 25,000.00 |
| *NA | LILAC TREE, 2.5" | EACH | 2 | \$800.00 | \$ 1,600.00 |
| *X0018700 | DRAINAGE STRUCTURE TO BE REMOVED | EACH | 15 | \$1,000.00 | \$ 15,000.00 |
| *X7010216 | TRAFFIC CONTROL AND PROTECTION, (SPECIAL) | L.SUM | 1 | \$50,000.00 | \$ 50,000.00 |
| *XX003668 | PRECONSTRUCTION VIDEOTAPING | L.SUM | 1 | \$2,000.00 | \$ 2,000.00 |
| *XX009224 | CLASS D PATCHES, 6 INCH (SPECIAL) | SQ YD | 1,225 | \$67.00 | \$ 82,075.00 |
| *Z0013798 | CONSTRUCTION LAYOUT | L.SUM | 1 | \$5,000.00 | \$ 5,000.00 |
| *Z0050100 | REMOVE AND REERECT EXISTING HANDRAIL | FOOT | 10 | \$100.00 | \$ 1,000.00 |
| **GRAND TOTAL BID PRICE | | | | | \$ 880,250.00 |

*Denotes Special Provision

**Please enter Total Cost on Bidder Summary Sheet

Proposer: Steve Linden

Firm Name: H. Linden & Sons Sewer and Water, Inc.

Signed: _____

Title: Secretary/Treasurer

Dated: 12/20/2024



ORLAND PARK

INSURANCE REQUIREMENTS

Please sign and provide a policy Specimen Certificate of Insurance showing current coverages.

If awarded the contract, all Required Policy Endorsements noted in the left column in **red bold** type **MUST** be provided.

| Standard Insurance Requirements | Please provide the following coverage if box is checked. |
|---|--|
| <p>WORKERS' COMPENSATION & EMPLOYER LIABILITY Full Statutory Limits - Employers Liability \$500,000 – Each Accident \$500,000 – Each Employee \$500,000 – Policy Limit Waiver of Subrogation in favor of the Village of Orland Park</p> <p>AUTOMOBILE LIABILITY (ISO Form CA 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage. Applicable for All Company Vehicles.</p> <p>GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage \$2,000,000 – General Aggregate Limit \$1,000,000 – Personal & Advertising Injury \$2,000,000 – Products/Completed Operations Aggregate</p> <p>ADDITIONAL INSURED ENDORSEMENTS: <i>(Not applicable for Goods Only Purchases)</i></p> <ul style="list-style-type: none"> ISO CG 20 10 or CG 20 26 (or Equivalent) Commercial General Liability Coverage CG 20 01 Primary & Non-Contributory (or Equivalent) The Village must be named as the Primary Non-Contributory which makes the Village a priority and collects off the policy prior to any other claimants. Blanket General Liability Waiver of Subrogation - Village of Orland Park A provision that prohibits an insurer from pursuing a third party to recover damages for covered losses. <p>Please note, the Archdiocese of Chicago *MUST* also be named additional insured.</p> | <p>LIABILITY UMBRELLA (Follow Form Policy) <input type="checkbox"/> \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate <input type="checkbox"/> \$2,000,000 – Each Occurrence \$2,000,000 – Aggregate <input type="checkbox"/> Other: _____ EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability</p> <p>PROFESSIONAL LIABILITY <input type="checkbox"/> \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date <input type="checkbox"/> \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date <input type="checkbox"/> Other: _____ Deductible not-to-exceed \$50,000 without prior written approval</p> <p><input type="checkbox"/> BUILDERS RISK Completed Property Full Replacement Cost Limits – Structures under construction</p> <p><input type="checkbox"/> ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY \$1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a pollution incident at, on or mitigating beyond the job site</p> <p><input type="checkbox"/> CYBER LIABILITY \$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage</p> <p><input type="checkbox"/> CG 20 37 ADDITIONAL INSURED – Completed Operations (Provide only if box is checked)</p> |

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The required additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS ____ DAY OF _____, 20__



Signature

Authorized to execute agreements for:

Printed Name & Title

Name of Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

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 |
|--|-----------------------------------|
| | |
| 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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SAMPLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) |
|---|
| <p style="font-size: 48px; opacity: 0.3; transform: rotate(-45deg);">SAMPLE</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

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 your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

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:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional 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 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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render,

any professional architectural, engineering or surveying services, including:

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. 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
- b. 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.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**: The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SAMPLE

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.

SAMPLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

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 |
|--|--|
| | |
| 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".



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2024

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 Brown & Brown Insurance Services, Inc. 263 Shuman Blvd., Suite 110 Naperville IL 60563 | | CONTACT NAME: Trecia Scott PHONE (A/C, No, Ext): (630) 245-4600 E-MAIL ADDRESS: trecia.scott@bbrown.com FAX (A/C, No): (630) 245-4601 | |
| INSURED H. Linden & Sons Sewer & Water, Inc. 722 E South St, Unit D Plano IL 60545 | | INSURER(S) AFFORDING COVERAGE INSURER A: The Continental Insurance Company INSURER B: Continental Casualty Company INSURER C: INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 35289 20443 | |

COVERAGES**CERTIFICATE NUMBER:** 2024-2025**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 type="checkbox"/> LOC OTHER: | Y | Y | 6045480941 | 01/01/2024 | 01/01/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 | |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | 6045480776 | 01/01/2024 | 01/01/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000 | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | Y | Y | 6045446479 | 01/01/2024 | 01/01/2025 | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | Y | 645482298 | 01/01/2024 | 01/01/2025 | <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)

Old Orland Corrugated Metal Pipe (CMP) Replacement
 The Village of Orland Park and their respective officers, trustees, directors, employees, volunteers or agents and the Archdiocese of Chicago are included as Additional Insureds on a primary and non-contributory basis with respects to the General Liability as required by written contract. Waiver of subrogation is granted in favor of the same with respects to the General Liability and Workers Compensation as required by written contract. Umbrella is follow form.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| Village of Orland Park 1470 S Ravinia Ave Orland Park IL 60462 | 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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**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. In the performance of your ongoing operations subject to such **written contract**; or
 - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

- II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations subject to such **written contract**; or
- B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III. But if the **written contract** requires:

- A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

50020004160454809415461



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

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

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

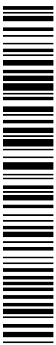
Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

- A. Was executed prior to:
 - 1. The **bodily injury or property damage**; or
 - 2. The offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage; and
- B. Is still in effect at the time of the **bodily injury or property damage occurrence or personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Contractors' General Liability Extension Endorsement**1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

Contractors' General Liability Extension Endorsement

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

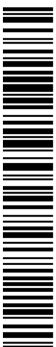
The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:



Contractors' General Liability Extension Endorsement

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or

Contractors' General Liability Extension Endorsement

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

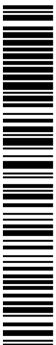
- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

l. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or



Contractors' General Liability Extension Endorsement

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

CNA74705XX (1-15)

Page 6 of 17

The Continental Insurance Co.

Insured Name: H. LINDEN & SONS SEWER & WATER, INC.

Policy No: 6045480941

Endorsement No: 3

Effective Date: 01/01/2024

Contractors' General Liability Extension Endorsement

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

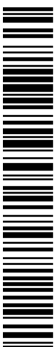
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for



Contractors' General Liability Extension Endorsement

claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

Contractors' General Liability Extension Endorsement

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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Contractors' General Liability Extension Endorsement

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:**i.** add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

- a. professional health care services** on behalf of the **Named Insured** or
- b.** Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a.** Physician;
- b.** Nurse;
- c.** Nurse practitioner;
- d.** Emergency medical technician;
- e.** Paramedic;
- f.** Dentist;
- g.** Physical therapist;
- h.** Psychologist;
- i.** Speech therapist;
- j.** Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:**a.** add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

Contractors' General Liability Extension Endorsement

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:



Contractors' General Liability Extension Endorsement**j. Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

Contractors' General Liability Extension Endorsement

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a.** \$500,000; or
- b.** The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

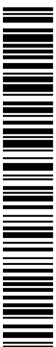
This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

- A. LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1)** \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2)** the amount shown in the Declarations for Medical Expense Limit.



Contractors' General Liability Extension Endorsement

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
 - (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.
2. add the following exclusions:

Contractors' General Liability Extension Endorsement

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

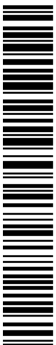
So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.



Contractors' General Liability Extension Endorsement

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



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 anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 6 45482298

Policy Effective Date: 01/01/2024

Policy Page: 33 of 49

H. LINDEN & SONS

SEWER & WATER

722 E. SOUTH STREET, UNIT D • PLANO, IL 60545 • PHONE: (630)552-9955
sbell@hlindensons.com • CELL: (630)884-4090

December 20, 2024

The Village of Orland Park
Office of the Village Clerk
14700 South Ravinia Avenue
Orland Park, Illinois 60462

Re: Technical Proposal for RFP # 24-069 Old Orland Corrugated Metal Pipe (CMP) Replacement

To Whom It May Concern:

Thank you for your consideration of our submission in response to your RFP for the above referenced project. In addition to submitting the required forms in Section III of the RFP, H. Linden & Sons offers the following response to the Technical Proposal section:

Experience: Under the experience section, to augment our list of references on that specific form:

1. Village of Mount Prospect – Levee 37 Aspen Trails Park Interior Drainage Improvement Project: **2023 APWA Suburban Branch Project of the Year – Environment (\$5M to \$25M) Award:** We installed a Contech Storm Trap System consisting of five hundred 80" x 20' Contech culvert pipes; eight hundred feet of Class A, Type 2, 60" Storm Sewer; and six hundred and fifty feet of Class A, Type 2, 15" Storm Sewer along with all accompanying structures, connections, services, and appurtenances while relocating all utility conflicts and retiring appropriate structures and pipes as necessary to build a storm catching system under an existing park. Was instrumental in achieving project schedule goals by suggesting an alternative design for structures with unacceptably long lead times. Sean P. Dorsey: 847-870-5640
2. Village of Woodstock – Lake-South-Madison Roundabout: **2024 APWA Fox Valley Branch Project of the Year – Transportation (Less than \$5M) Award:** We realigned and installed all utilities along with all accompanying structures, connections, services, and appurtenances while relocating all utility conflicts and retiring appropriate structures and pipes as necessary to oversee the transition from a multi road intersection to a roundabout before final restoration. Chris Tiedt: 815-338-4300
3. Village of Monee – Wilson Street Area Water Main Improvements: We installed nearly three thousand linear feet of ductile iron watermain of various sizes by directionally boring, augering, and open excavation method along with all accompanying structures, connections, services, and appurtenances while relocating all utility conflicts and retiring appropriate structures and pipes as necessary before final restoration. Geoff Aggen: 815-464-2664
4. Village of Alsip – 115th & 118th Place Water Main Improvements: We installed over four thousand linear feet of ductile iron watermain of six- and eight-inch Polyvinyl Chloride watermain by directionally boring and open excavation method along with all accompanying structures,

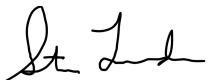
connections, services, and appurtenances while relocating all utility conflicts and retiring appropriate structures and pipes as necessary before final restoration. Greg Kamplain: 815-412-2016

Operating History: We are a family owned and operated business serving the greater Chicagoland area since 1977 with an IDOT Certificate of Eligibility limit of \$42M of which work on hand is estimated at \$1.5M presently. We have over \$3M in current assets with no debt on the books. We maintain a \$600K line of credit with our bank with a zero balance to be able to access cash if ever needed to cover project expenses ahead of project payments. We have the financial means of meeting contractual requirements, a redundancy in construction equipment to be able to readily mobilize to a job site and not lose time due to breakdowns, and the qualified, experienced personnel to assign to this project.

Qualifications:

1. Owner/Officers: Each of H. Linden's projects are steered by three officers with over thirty years of civil water and sewer experience each. Please review attached resumes.
2. Operations: Further, we will assign our Chief Operator, Tim Smith, as the head of operations for this project. Tim joined the Linden team seven years ago with thirty years of equipment operating experience and twenty years in leadership roles as foreman and owner/operator. Tim's experience with Linden includes key man roles on **all** the projects listed in the Experience section above.
3. Laborers: We will assign Ryan Walsh as Crew Foreman for this project. Ryan has spent nearly all of his twenty-two years as a laborer with the Lindens – in the capacity of crew foreman for the last ten of those years. Ryan will directly communicate and coordinate with the project owner, resident engineer, all inspectors, and our vendors. He is responsible for all final as built drawings. Ryan's experience with Linden includes key man roles on **all** the projects listed in the Experience section above.

Sincerely,



Steve Linden, Secretary/Treasure

Enc: Resumes for Officers

Brian Linden

318 Bucktail Drive – Oswego, IL 60543
630-918-4347

Summary

Seasoned General Contractor versed in on-site construction supervision. Innate ability to lead diverse teams. Efficient manager who effectively completes projects on time and within budget. Skilled at compensating for unforeseen deadline obstacles.

Highlights

- 6,000' of 12" to 60" storm sewer installation, \$4.5 million project for the City of Aurora
- 7,000' of 42" sanitary sewer installation, \$4.8 million project for Fox Metro Water Reclamation District
- 2,800' of 60" DIP Siphon pipe, and 350' of 72" auger, \$2.8 million project for DugPage County
- 7,000' of 12" to 8" DIP directional drilled water main, \$2.4 million project for the Village of Oswego
- Dam removal with 3,000 sy of #7 riprap, 12,500 cubic yards of channel excavation, \$.7 million project for the Illinois Department of Natural Resources
- 5 pressure reducing stations, \$.4 million project for the Village of Oswego
- 42" sanitary sewer river crossing, \$1.0 million project for the City of Yorkville
- Demolition of Sanitary Sewer Plant, \$.2 million project for the Village of Sugar Grove
- 5,000' of 42" to 60" sanitary sewer interceptor of fiberglass pipe, \$2.7 million project for Fox Metro Water Reclamation District
- 24,000' of 12" to 24" forcemain with bedrock blasting/removal, \$2.8 million project for Rock River Water Reclamation District

Experience

H. Linden & Sons Sewer and Water Inc., – 1989 to present
President

- 35 years' experience in the field
- 23 years Project Foreman
- 35 years Machine Operator
- 19 years Local 150 Operator

Education

- 1986 -89 Attended DePaul University for Finance
- 1986 Associates Degree in Business Administration from Waubensee Community College
- 1983 Graduated Oswego High School

Jeff Linden

**145 Autumn Ridge – Montgomery, IL 60538
630-918-0060**

Summary

Veteran skilled machine operator with demonstrated expertise to perform under demanding field conditions. Strong crew leadership skills motivating diverse collection of laborers and operators of various skill levels to perform efficiently and effectively as a team.

Highlights

- 6,000' of 12" to 60" storm sewer installation, \$4.5 million project for the City of Aurora
- 7,000' of 42" sanitary sewer installation, \$4.8 million project for Fox Metro Water Reclamation District
- 2,800' of 60" DIP Siphon pipe, and 350' of 72" auger, \$2.8 million project for DugPage County
- 7,000' of 12" to 8" DIP directional drilled water main, \$2.4 million project for the Village of Oswego
- Dam removal with 3,000 sy of #7 riprap, 12,500 cubic yards of channel excavation, \$.7 million project for the Illinois Department of Natural Resources
- 5 pressure reducing stations, \$.4 million project for the Village of Oswego
- 42" sanitary sewer river crossing, \$1.0 million project for the City of Yorkville
- Demolition of Sanitary Sewer Plant, \$.2 million project for the Village of Sugar Grove
- 5,000' of 42" to 60" sanitary sewer interceptor of fiberglass pipe, \$2.7 million project for Fox Metro Water Reclamation District
- 24,000' of 12" to 24" forcemain with bedrock blasting/removal, \$2.8 million project for Rock River Water Reclamation District

Experience

H. Linden & Sons Sewer and Water Inc., – 1978 to present
Vice President

- 43 years' experience in the field
- 27 years Lead Operations
- 43 years Machine Operator
- 17 years Local 150 Operator

Education

- 1978 Graduated Oswego High School

Steve Linden

809 Behrens – Yorkville, IL 60560
630-918-4346 – stevelinden@sbcglobal.net

Summary

Accomplished and Seasoned Job Superintendent with demonstrated expertise in the areas of operations, estimating, and staff management within the civil site utility/underground construction sector. Results oriented with the ability to coordinate multiple projects and teams simultaneously, coupled with the skills to effectively manage staff of all levels and diverse backgrounds.

Highlights

- 6,000' of 12" to 60" storm sewer installation, \$4.5 million project for the City of Aurora
- 7,000' of 42" sanitary sewer installation, \$4.8 million project for Fox Metro Water Reclamation District
- 2,800' of 60" DIP Siphon pipe, and 350' of 72" auger, \$2.8 million project for DugPage County
- 7,000' of 12" to 8" DIP directional drilled water main, \$2.4 million project for the Village of Oswego
- Dam removal with 3,000 sy of #7 riprap, 12,500 cubic yards of channel excavation, \$.7 million project for the Illinois Department of Natural Resources
- 5 pressure reducing stations, \$.4 million project for the Village of Oswego
- 42" sanitary sewer river crossing, \$1.0 million project for the City of Yorkville
- Demolition of Sanitary Sewer Plant, \$.2 million project for the Village of Sugar Grove
- 5,000' of 42" to 60" sanitary sewer interceptor of fiberglass pipe, \$2.7 million project for Fox Metro Water Reclamation District
- 24,000' of 12" to 24" forcemain with bedrock blasting/removal, \$2.8 million project for Rock River Water Reclamation District

Experience

H. Linden & Sons Sewer and Water Inc., – 1982 to present
Secretary/Treasurer

- 39 years' experience in the field
- 30 years Estimator/Construction Superintendent
- 33 years Laborer in Local 149/582

Education

- 1980 Graduated Oswego High School

Certification/Licensing

- 40 Hour OSHA Certification Class
- 1992 HAZMAT Certification

March 19, 2024

H. Linden & Sons Sewer & Water, Inc.
722 E. South Street, Unit D
Plano, Illinois 60545

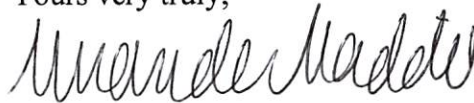
To Whom It May Concern:

Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

You may also use this letter as verification that H. Linden & Sons Sewer & Water, Inc. is indeed signatory to the Fox Valley Welfare and Pension Fund and contributes to the Laborers Apprenticeship Fund.

Should you require anything further, please do not hesitate to contact me.

Yours very truly,



Miranda Maddie
Office Manager

Labor Trustees

James P. Connolly, *Chairman*
Michael Bivins
Shawn Fitzgerald
Martin Flanagan
Joseph V. Healy
Lloyd "Curly" Vaughn

Executive Director

Keith Vitale

Management Trustees

David Lorig, *Secretary*
Seth Gudeman
Shane Higgins
Joseph Koppers
Robert G. Krug
William Vignocchi

Carol Stream

1200 Old Gary Avenue
Carol Stream, IL 60188

Chicago

5700 West Homer St.
Chicago, IL 60639

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

Chicago and Laborers' J.A.T.C.

Carol Stream, Illinois

For the Trade - Construction Craft Laborer

Registered as part of the National Apprenticeship Program

*in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

April 12, 1999

Date REVISED August 13, 2004

IL 017990001

Registration No.



R. J. Chas

Secretary of Labor

Anthony S. ...

Administrator, Apprenticeship Training, Employer and Labor Services

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 - FAX (708) 482-7186
6200 JOLIET ROAD
COUNTRYSIDE, IL 60525-3992

September 26, 2023

H. Linden & Sons Sewer & Water Inc.
722 E South Street Unit D
Plano, Il 60545

Re: Proof of Compliance with 30 ILCS 500/30-22(6)
Our File No. MI-00321

Dear Sir or Madam:

At the request of H Linden & Sons Sewer & Water Inc., I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos.IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, H Linden & Sons Sewer & Water Inc., is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO
District 1 dispatch office



Maribel Hernandez

Enclosures: Certificates

The United States Department of Labor

**Office of Apprenticeship
Certificate of Registration of Apprenticeship Program**

*Operating Engineers Local 150 Apprenticeship Fund
Wilmington, Illinois
For the Trade — Operating Engineer*

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*



December 31, 1978
Revised June 23, 2011

Registration No.
IL008780173

Walter J. Solis
Secretary of Labor
Ad. V. Hall
Administrator, Office of Apprenticeship

The United States Department of Labor

**Office of Apprenticeship
Certificate of Registration of Apprenticeship Program**

*Operating Engineers Local 150 Apprenticeship Fund
Wilmington, Illinois
For the Trade – Operating Engineer (Heavy Equipment Technician)*

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

May 5, 2002

Date Revised June 21, 2011

Registration No.

IL012020003



Abba J. Solis
Secretary of Labor

Ann V. Hall
Administrator, Office of Apprenticeship

| Contract No. | Contract Name and/or Description | Contract Amount | Date of Contract | Date Completed | Mailing | City | State | Zip | Contact | Phone | Email |
|--------------|--|-----------------|------------------|----------------|-----------------------------|------------------|-------|------------|---------------------|--------------------|--|
| 2024 | | | | | | | | | | | |
| 2024-05 | Sycamore - Cross Street Watermain | \$619,130.00 | 1/9/2024 | | 541 DeKalb Avenue | Sycamore | IL | 60178 | Mark Bushnell | 815-895-4557 | mbushnell@cityofsycamore.com |
| 2024-04 | Crest Hill - Parkrose Street Watermain | \$1,533,203.21 | 3/7/2024 | | 20600 City Center Boulevard | Crest Hill | IL | 60403 | Alex Schaefer | 815-770-2850 | aschaefer@cbbel.com |
| 2024-03 | Algonquin - Braewood Lift Station | \$1,053,582.00 | 4/16/2024 | | 2200 Harnish Drive | Algonquin | IL | 60102 | Clifton Ganek | 847-658-1605 | CliftonGanek@algonquin.org |
| 2024-02 | Downers Grove - 2024 Watermain | \$1,778,055.33 | 5/17/2024 | | 5101 Walnut Avenue | Downers Grove | IL | 60515 | Brian Gilmore | 630-434-2453 | bgilmore@downers.us |
| 2024-01 | St. Charles - Riverside Culvert | \$2,027,788.45 | 6/3/2024 | | 2 East Main Street | St. Charles | IL | 60174 | Chris Gottlieb | 630-377-4408 | cgottlieb@stcharlesil.gov |
| 2023 | | | | | | | | | | | |
| 2023-06 | Westmont - Linden Warwick Dallas Water Main Replacement | \$982,205.00 | 3/21/2023 | 12/4/2023 | 155 East Burlington Avenue | Westmont | IL | 60559 | Amy Ries | 630-918-6270 | aries@westmont.il.gov |
| 2023-05 | Frankfort - Oregon Street and Sycamore Lane Water Main Improvements | \$920,161.00 | 4/17/2023 | 11/6/2023 | 432 West Nebraska Steet | Frankfort | IL | 60423 | Van Calombaris | 815-412-2014 | vcalombaris@reltd.com |
| 2023-04 | Westmont - 57th Street Storm Sewer | \$418,555.00 | 4/21/2023 | 11/17/2023 | 155 East Burlington Avenue | Westmont | IL | 60559 | Amy Ries | 630-918-6270 | aries@westmont.il.gov |
| 2023-03 | Algonquin - Pressure Valve Replacement YR 2 | \$232,323.00 | 8/15/2023 | | 2200 Harnish Drive | Algonquin | IL | 60102 | Razvan Calin | 847-823-0500 | rcalin@cbbel.com |
| 2023-02 | Algonquin - Towne Park / Crystal Creek Water Main | \$525,280.00 | 10/17/2023 | | 2200 Harnish Drive | Algonquin | IL | 60102 | Razvan Calin | 847-823-0500 | rcalin@cbbel.com |
| 2023-01 | Algonquin - Highland Avenue Water Main | \$402,933.00 | 10/17/2023 | | 2200 Harnish Drive | Algonquin | IL | 60102 | Razvan Calin | 847-823-0500 | rcalin@cbbel.com |
| 2022 | | | | | | | | | | | |
| 2022-05 | Monee - Wilson Street Area Water Main Improvements | \$1,243,785.00 | 12/20/2022 | 3/20/2024 | 5130 West Court Street | Monee | IL | 60449 | Geoff Aggen | 815-464-2664 | gaggen@reltd.com |
| 2022-04 | Frankfort - Colony Lane and Heritage Court Water Main Improvements | \$858,819.24 | 7/18/2022 | 8/25/2023 | 432 West Nebraska Street | Frankfort | IL | 60423 | Carrie Pintar | 815-412-2715 | cpintar@reltd.com |
| 2022-03 | Bartlett - Herrick House Lift Station & Forcemain Rehab | \$1,347,770.00 | 5/3/2022 | 4/14/2024 | 228 S. Main Street | Bartlett | IL | 60103 | Terry Heitkamp | 630-587-0470 | t.heitkamp@trotter-inc.com |
| 2022-02 | Glenview - Larch Avenue, Linneman Street, & Pflingsten Road Improvements | \$2,698,117.08 | 4/5/2022 | 3/14/2023 | 2500 East Lake Avenue | Glenview | IL | 60026 | Eric Pugh | 847-904-4235 | epugh@glenview.il.us |
| 2022-01 | Illinois Department of Transportation - Reconstruction of Intersection | \$2,755,453.50 | 1/21/2022 | 11/16/2023 | 2300 South Dirksen Parkway | Springfield | IL | 62764 | Chris Tiedt | 815-338-4301 | ctiedt@woodstockil.gov |
| 2021 | | | | | | | | | | | |
| 2021-05 | Alsip - Water Main Improvements | \$2,765,240.00 | 4/27/2021 | 7/24/2022 | 4500 W. 123rd St. | Alsip | IL | 60803 | Greg Kamplain | 815-412-2016 | Gkamplain@reltd.com |
| 2021-04 | East Hazel Crest - Water Main Replacement | \$969,512.00 | 4/14/2021 | 6/22/2022 | 1904 W. 174th St | East Hazel Crest | IL | 60429 | Melanie Arnold | 815-415-2707 | marnold@reltd.com |
| 2021-03 | Montgomery - Route 31 Water Main Replacement | \$570,289.00 | 6/3/2021 | 7/15/2022 | 200 N. River St. | Montgomery | IL | 60538 | Michael Schweisthal | 630-466-6728 | Mschweisthal@eeiweb.com |
| 2021-02 | Merrionette Park - Water Main Replacement | \$848,021.00 | 10/22/2021 | 12/16/2021 | 11720 Kedzie Ave. | Merrionette Park | IL | 60803 | Joelle King | 708-210-5547 | jking3@reltd.com |
| 2021-01 | Mount Prospect - Drainage Improvements | \$6,421,747.20 | 4/21/2021 | 11/4/2021 | 1700 West Central Road | Mount Prospect | IL | 60056 | Sean Dorsey | 847-870-5640 | Sdorsey@mountprospect.org |
| 2020 | | | | | | | | | | | |
| 2020-09 | Burnham - 145th Street WM Extension | \$251,444.00 | 10/10/2020 | 9/3/2021 | 14450 S. Mainstee Avenue | Burnham | IL | 60663 | David Shilling | 708-210-5688 | Dshilling@reltd.com |
| 2020-08 | Chicago Heights - W. 10 Storm Culvert Replacement | \$381,315.00 | 11/4/2020 | 6/25/2021 | 1601 Chicago Road | Chicago Heights | IL | 60411 | John Caruso | 847-823-0500 | jcaruso@cbbel.com |
| 2020-07 | Mundelein - Banbury Storm Sewer | \$139,770.00 | 11/10/2020 | 1/14/2021 | 300 Plaza Circle | Mundelein | IL | 60060 | John Briggs | 847-821-6232 | jbriggs@gha-engineers.com |
| 2020-06 | Aurora - Rotary Park Sanitary Sewer | \$313,160.00 | 5/10/2020 | 12/11/2020 | 44 E. Downer Place | Aurora | IL | 60507 | Kurt Muth | 630-701-4125 | Kmuth@aurora-il.org |
| 2020-05 | Alsip - Fire Service Connections | \$196,190.00 | 9/24/2020 | 12/10/2020 | 4500 W. 123rd Street | Alsip | IL | 60803 | Keith Mulholland | 779-333-7889 | kmulholland@reltd.com |
| 2020-04 | Algonquin - Pressure Valve Replacement | \$515,455.00 | 6/22/2020 | 11/18/2021 | 2200 Harnish Drive | Algonquin | IL | 60102 | Julie Morrison | 630-466-6700 X 123 | jmorrison@eeiweb.com |
| 2020-03 | Hinsdale - Chicago Avenue Drainage | \$1,949,726.00 | 5/6/2020 | 12/30/2020 | 19 E. Chicago Ave | Hinsdale | IL | 60521 | Scott Creech | 815-462-9324 | screech@hrgreen.com |
| 2020-02 | Oswego - Residential WM Replacement | \$375,575.20 | 4/21/2020 | 4/5/2021 | 100 Parkers Mill | Oswego | IL | 60543 | Carri Parker | 630-554-3618 | Cparker@oswegoil.org |
| 2020-01 | Palatine - Mozart Storm Improvement | \$197,230.00 | 3/3/2020 | 8/18/2020 | 334 E. Colfax Street | Palatine | IL | 60067 | Jason Doland | 847-991-5088 X113 | jdoland@dolandengineering.com |
| 2019 | | | | | | | | | | | |
| 2019-07 | Woodstock - Washington Storm | \$670,841.00 | 12/19/2019 | 11/13/2020 | 326 Washington Street | Woodstock | IL | 60098 | Chris Tiedt | 815-338-6118 | ctiedt@woodstockil.gov |
| 2019-06 | Northbrook - Stormwater Improvements | \$644,030.00 | 7/23/2019 | 4/30/2020 | 655 Huel Road | Northbrook | IL | 60062 | Kelly Hamill | 847-664-4110 | kelly.hamill@northbrook.il.us |
| 2019-05 | Oswego - Hudson Roadway Improvements | \$3,332,094.00 | 4/11/2019 | 2/16/2021 | 100 Parkers Mill | Oswego | IL | 60543 | Terry Heitkamp | 630-587-0470 | t.heitkamp@trotter-inc.com |
| 2019-04 | Aurora - Demolition | \$355,000.00 | 10/31/2019 | 5/14/2020 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Kurt Muth | 630-701-4125 | Kmuth@aurora-il.org |

| | | | | | | | | | | | |
|-------------|---|----------------|------------|------------|-------------------------|--------------|----|------------|----------------------|--------------------|--|
| 2019-03 | Aurora - Avon Sewer Separation | \$792,734.00 | 7/21/2019 | 12/19/2019 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Kurt Muth | 630-701-4125 | Kmuth@aurora-il.org |
| 2019-02 | South Elgin - Middle Street WM Replacement | \$333,675.00 | 8/8/2019 | 12/21/2019 | 10 North Water Street | So. Elgin | IL | 60177 | James Kerrigan | 847-429-4054 | jkerrigan@frwd.com |
| 2019-01 | South Elgin - Route 31 WM Relocation | \$271,599.30 | 3/15/2019 | 8/5/2019 | 10 North Water Street | So. Elgin | IL | 60177 | James Kerrigan | 847-429-4054 | jkerrigan@frwd.com |
| 2018 | | | | | | | | | | | |
| 2018-07 | Aurora - 2018 Ditch Grading | \$45,872.00 | 10/22/2018 | 7/11/2019 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Kurt Muth | 630-701-4125 | Kmuth@aurora-il.org |
| 2018-06 | Aurora - New York - Wilder - Oak Storm Sewer | \$988,901.00 | 9/6/2018 | 10/10/2019 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Kurt Muth | 630-701-4125 | Kmuth@aurora-il.org |
| 2018-05 | FRWRD - Pump Station 31 | \$1,846,427.00 | 7/27/2018 | 6/17/2019 | 1957 LaFox | So. Elgin | IL | 60177 | James Kerrigan | 847-429-4054 | jkerrigan@frwd.com |
| 2018-04 | Hampshire - Dietrich Road PRV Replacement | \$223,633.00 | 6/7/2018 | 6/27/2019 | 234 South State St. | Hampshire | IL | 60140 | Julie Morrison | 630-466-6700 X 123 | jmorrison@eeiweb.com |
| 2018-03 | Wheeling - Dundee Storm Extension | \$604,014.00 | 4/19/2018 | 10/27/2018 | Two Community Blvd. | Wheeling | IL | 60090 | Michael Kowalski | 773-355-2954 | mkowalski@ciorba.com |
| 2018-02 | Montgomery - Riverside WM Improvements | \$618,532.00 | 3/26/2018 | 12/1/2019 | 200 N. River St. | Montgomery | IL | 60538 | Mike Schweisthal | 630-466-6728 | mschweisthal@eeiweb.com |
| 2018-01 | Aurora - Blackhawk Sewer Separation | \$774,754.00 | 3/16/2018 | 8/10/2017 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Kurt Muth | 630-701-4125 | Kmuth@aurora-il.org |
| 2017 | | | | | | | | | | | |
| 2017-15 | FRWRD - Phase III & IV Sludge Transfer Main | \$3,447,776.00 | 12/15/2017 | 6/17/2019 | 1957 LaFox | So. Elgin | IL | 60177 | James Kerrigan | 847-429-4054 | jkerrigan@frwd.com |
| 2017-13 | Aurora - S. Eola Ditch Improvements | \$65,101.00 | 10/25/2017 | 1/11/2018 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Kurt Muth | 630-701-4125 | Kmuth@aurora-il.org |
| 2017-12 | Aurora - Gates Sanitary Sewer Repairs | \$21,014.00 | 10/16/2017 | 11/16/2017 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Kurt Muth | 630-701-4125 | Kmuth@aurora-il.org |
| 2017-11 | FRWRD - Pump Station 40 | \$512,870.00 | 9/22/2017 | 8/1/2018 | 1957 LaFox | So. Elgin | IL | 60177 | James Kerrigan | 847-429-4054 | jkerrigan@frwd.com |
| 2017-10 | Aurora - N. LaSalle WM Replacement | \$302,926.00 | 9/13/2017 | 1/11/2018 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Kurt Muth | 630-701-4125 | Kmuth@aurora-il.org |
| 2017-09 | Aurora - Asbury Drainage Improvements | \$17,187.50 | 7/26/2017 | 11/16/2017 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Kurt Muth | 630-701-4125 | Kmuth@aurora-il.org |
| 2017-08 | City of Sandwich - Lisbon St. | \$663,119.00 | 7/5/2017 | 2/14/2018 | 144 E. Railroad Street | Sandwich | IL | 60548-2168 | Thomas R. Horak | 815-786-8802 | city.engineer@sandwich.il.us |
| 2017-07 | City of DeKalb - 2017 Water Main | \$1,118,249.00 | 6/15/2017 | 2/16/2018 | 200 South Fourth Street | DeKalb | IL | 60115 | Bryan Faivre | 815-748-2050 | BFIVRE@CITYOFDEKALB.COM |
| 2017-06 | FMWRD - Sanitary Sewer Repairs | \$11,015.00 | 6/13/2017 | 7/18/2017 | 682 Rt. 31 | Oswego | IL | 60543 | Daniel Cáceres | 630-423-0457 | dcaceres@duechler.com |
| 2017-05 | Village of Montgomery - Demolition | \$17,140.00 | 5/2/2017 | 6/29/2017 | 200 N. River ST. | Montgomery | IL | 60538 | Todd Hoppenstedt | 630-896-9241 | thoppenstedt@ci.montgomery.il.us |
| 2017-04 | FMWRD - O & M Bldg | \$792,353.00 | 4/19/2017 | 1/16/2018 | 682 Rt. 31 | Oswego | IL | 60543 | Daniel Cáceres | 630-423-0457 | dcaceres@duechler.com |
| 2017-03 | Village of Glenview - Queens, Becker, and Balmoral Street Lane Improvements | \$998,838.00 | 4/18/2017 | 3/6/2018 | 2500 East Lake Avenue | Glenview | IL | 60026 | James Tighe | 847-904-4334 | jtigue@glenview.il.us |
| 2017-02 | City of Aurora - New York & Spruce Sewer Separation | \$769,674.00 | 3/17/2017 | 8/10/2017 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Kurt Muth | 630-701-4125 | Kmuth@aurora-il.org |
| 2017-01 | Geneva - Cheever Water Main Replacement | \$69,322.00 | 3/6/2017 | 6/23/2017 | 1800 South Street | Geneva | IL | 60134 | C. Elton Orozco | 630-232-1279 | corozco@geneva.il.us |
| 2016 | | | | | | | | | | | |
| 2016-11 | Channahon - WM Improvements at I-55 Interchange | \$1,092,196.00 | 10/18/2016 | 4/4/2017 | 24555 S. Navajo Drive | Channahon | IL | 60410 | Robert Gilbert | 630-652-4669 | rgilbert@jacobandhefner.com |
| 2016-10 | Tinley Park - Parside Drainage | \$643,405.00 | 10/4/2016 | 12/30/2016 | 16250 Oak Park Ave. | Tinley Park | IL | 60448 | Steven D. Kaminsky | 708-225-8238 | skaminsky@reitd.com |
| 2016-09 | City of Aurora - Watson Sanitary | \$41,734.00 | 9/28/2016 | 1/10/2017 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Jason Bauer | 630-918-1237 | JBauer@aurora-il.org |
| 2016-09 | City of Aurora - Watson Sanitary | \$41,734.00 | 9/28/2016 | 1/10/2017 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Kurt Muth | 630-701-4125 | Kmuth@aurora-il.org |
| 2016-08 | Sandwich - Main & Lafayette WM | \$281,070.00 | 9/20/2016 | 4/18/2017 | 144 E. Railroad Street | Sandwich | IL | 60548-2168 | Thomas R. Horak, P.E | 815.786.8802 | city.engineer@sandwich.il.us |
| 2016-07 | Geneva - Sanitary Sewer MH Replacement | \$52,903.00 | 9/20/2016 | 12/7/2016 | 1800 South Street | Geneva | IL | 60134 | Ryan Cramer | 630-423-0451 | rcramer@deuchler.com |
| 2016-06 | City of Aurora - Jackson | \$35,000.00 | 8/9/2016 | 10/27/2016 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Jason Bauer | 630-918-1237 | JBauer@aurora-il.org |
| 2016-05 | City of Aurora - Sheridan Storm & Sanitary Improvements | \$841,446.00 | 8/3/2016 | 1/10/2017 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Kurt Muth | 630-701-4125 | Kmuth@aurora-il.org |
| 2016-04 | City of Aurora - Rosewood | \$112,440.00 | 6/28/2016 | 11/23/2016 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Jason Bauer | 630-918-1237 | JBauer@aurora-il.org |
| 2016-03 | So. Elgin - 2016 Street Improvement | \$3,158,102.00 | 4/25/2016 | 11/7/2016 | 735 Martin Drive | So. Elgin | IL | 60177 | John Trent | 815.444.3302 | jtrent@baxterwoodman.com |
| 2016-02 | Hinsdale - 2016 Roadway & Infrastructure | \$1,699,418.00 | 3/4/2016 | 1/24/2017 | 19 E Chicago Ave | Hinsdale | IL | 60521 | Al Diaz | 630-789-7029 | adiaz@villageofhinsdale.org |
| 2016-01 | Hanover Park - Jefferson Storm | \$15,885.00 | 12/31/2015 | 6/22/2016 | 2041 Lake Street | Hanover Park | IL | 60133 | Roger Boelter | 630-823-5651 | rboelter@hpil.org |
| 2015 | | | | | | | | | | | |
| 2015-20 | City of Aurora - Farnsworth Ave | \$4,995.00 | 12/10/2015 | 1/28/2016 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Jason Bauer | 630-918-1237 | JBauer@aurora-il.org |

| | | | | | | | | | | | |
|-------------|---|----------------|------------|------------|---------------------------------|---------------|----|------------|-----------------|--------------|--|
| 2015-18 | Hanover Park - Plum Tree | \$37,443.90 | 12/8/2015 | 6/22/2016 | 2041 Lake Street | Hanover Park | IL | 60133 | Roger Boelter | 630-823-5651 | rboelter@hpil.org |
| 2015-17 | Oswego - Rt 34 Water Main Relocation | \$192,192.00 | 11/19/2015 | 6/28/2016 | 100 Parkers Mill | Oswego | IL | 60543 | Jerry Weaver | 630-554-3242 | jweaver@oswegoil.org |
| 2015-16 | Lite Const. - Norridge | \$153,534.00 | 10/20/2015 | | 711 S. Lake St., P.O. Box 135 | Montgomery | IL | 60538 | Tim Campbell | 630-896-7220 | Tim@Liteconstruction.com |
| 2015-15 | City of Aurora - Mitchell Road Grading | \$4,995.00 | 10/15/2015 | 12/24/2015 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Jason Bauer | 630-918-1237 | JBauer@aurora-il.org |
| 2015-14 | Fox Lake - Glen Ave Water Main Replacement | \$351,633.00 | 10/15/2015 | 7/12/2016 | 66 Thillen Drive | Fox Lake | IL | 60020 | Rocky Horvath | 847-587-3506 | horvathr@foxlake.org |
| 2015-13 | Lite Const. - FMWRD Yard Hydrant | \$8,000.00 | 9/17/2015 | 2/15/2017 | 711 S. Lake St., P.O. Box 135 | Montgomery | IL | 60538 | Tim Campbell | 630-896-7220 | Tim@Liteconstruction.com |
| 2015-12 | City of Aurora - Kensington Sanitary | \$16,210.00 | 9/3/2015 | 11/12/2015 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Jason Bauer | 630-918-1237 | JBauer@aurora-il.org |
| 2015-11 | City of Aurora - Gladstone Sanitary | \$14,032.00 | 9/3/2015 | 11/12/2015 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Jason Bauer | 630-918-1237 | JBauer@aurora-il.org |
| 2015-10 | Naperville - Franklin Ave. Sanitary Sewer Replacement | \$233,510.00 | 9/2/2015 | 11/24/2015 | 3612 Plainfield/Naperville Road | Naperville | IL | 60564 | Joshua Strait | 630-305-5373 | strait@naperville.il.us |
| 2015-09 | Hanover Park - 2015 Water Main Replacement | \$475,919.00 | 9/2/2015 | 1/8/2016 | 2041 Lake Street | Hanover Park | IL | 60133 | Roger Boelter | 630-823-5651 | rboelter@hpil.org |
| 2015-08 | City of Aurora - North Park Sanitary | \$10,276.00 | 7/27/2015 | 9/24/2015 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Jason Bauer | 630-918-1237 | JBauer@aurora-il.org |
| 2015-07 | City of Aurora - Aischuler | \$10,134.00 | 7/27/2015 | 9/24/2015 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Jason Bauer | 630-918-1237 | JBauer@aurora-il.org |
| 2015-06 | DeKalb - Kishwaukee Lane Water Main Replacement | \$254,851.00 | 7/27/2015 | 12/15/2015 | 200 South Fourth Street | DeKalb | IL | 60115 | Michael Bauling | 815-748-2385 | Mbauling@cityofdekalb.com |
| 2015-05 | Forest Park - Elgin Sewer Extension | \$48,534.00 | 7/1/2015 | 12/14/2015 | 517 DesPlaines Ave | Forest Park | IL | 60130 | Boris Vukovic | 847.975.6929 | bvukovic@cbbel.com |
| 2015-04 | Downers Grove - Chicago & Wash Drainage Improvement Project | \$346,182.00 | 6/10/2015 | 12/17/2015 | 5101 Walnut Ave | Downers Grove | IL | 60515 | Nathaniel Hawk | 630-434-5467 | nhawk@downers.us |
| 2015-03 | Lite Const. - Naperville Jefferson | \$11,000.00 | 6/1/2015 | 2/15/2017 | 711 S. Lake St., P.O. Box 135 | Montgomery | IL | 60538 | Tim Campbell | 630-896-7220 | Tim@Liteconstruction.com |
| 2015-02 | City of Elgin - 2015 Water Main Replacement | \$1,099,368.00 | 4/17/2015 | 12/23/2015 | 150 Dexter Ct. | Elgin | IL | 60120 | Eduardo Gasca | 773-412-7334 | egasca@burnsmcd.com |
| 2015-01 | City of Aurora 2015 Storm 4th St. | \$264,303.30 | 3/10/2015 | 7/16/2015 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Jason Bauer | 630-918-1237 | JBauer@aurora-il.org |
| 2014 | | | | | | | | | | | |
| 2014-13 | Oswegoland Park District - Prairie Point | \$35,850.00 | 11/20/2014 | 6/25/2015 | 313 E. Washington St. | Oswego | IL | 60543 | Grant Casleton | 630-554-1577 | gcasleton@oswegolandpd.org |
| 2014-12 | New Life Church | \$7,450.00 | 10/13/2014 | 12/29/2014 | 3205 Cannonball Trail | Yorkville | IL | 60560 | Christie Retter | 630-553-200 | cretter@nlcyorkville.org |
| 2014-11 | City of Aurora - Solfisburg & Freeman | \$5,941.00 | 9/10/2014 | 10/10/2014 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Jason Bauer | 630-918-1237 | JBauer@aurora-il.org |
| 2014-10 | City of Aurora - Ohio & Indian | \$8,412.51 | 9/10/2014 | 10/10/2014 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Jason Bauer | 630-918-1237 | JBauer@aurora-il.org |
| 2014-09 | City of Aurora - N. Glenwood Pl. & Illinois | \$17,292.51 | 9/10/2014 | 1/9/2015 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Jason Bauer | 630-918-1237 | JBauer@aurora-il.org |
| 2014-08 | City of Aurora - 2nd Ave. and Kendall | \$12,104.00 | 9/10/2014 | 10/10/2014 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Jason Bauer | 630-918-1237 | JBauer@aurora-il.org |
| 2014-07 | Lite Const. - IVVC | \$3,120.00 | 8/20/2014 | 9/2/2014 | 711 S. Lake St., P.O. Box 135 | Montgomery | IL | 60538 | Tim Campbell | 630-896-7220 | Tim@Liteconstruction.com |
| 2014-06 | Lite Const. - Sandwich Library | \$18,015.00 | 8/20/2014 | 9/2/2014 | 711 S. Lake St., P.O. Box 135 | Montgomery | IL | 60538 | Tim Campbell | 630-896-7220 | Tim@Liteconstruction.com |
| 2014-05 | City of Aurora Woodlawn Storm Sewer Improvements | \$1,440,557.70 | 8/26/2014 | 7/30/2015 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Kurt Muth | 630-701-4125 | Kmuth@aurora-il.org |
| 2014-04 | Lite Const. - Steeple Run Elementary | \$55,697.00 | 6/18/2014 | 8/10/2015 | 711 S. Lake St., P.O. Box 135 | Montgomery | IL | 60538 | Tim Campbell | 630-896-7220 | Tim@Liteconstruction.com |
| 2014-03 | DuPage Co. - Armstrong Park Pump Station | \$2,799,960.00 | 5/27/2014 | 10/23/2015 | 421 N. County Farm Rd. | Wheaton | IL | 60187 | Jamie Locke | 630-407-6705 | jamie.locke@dupageco.org |
| 2014-02 | Villa Park - Van Buren St. Improvements | \$867,935.00 | 5/1/2014 | 1/12/2015 | 11 W. Homer Ave. | Villa Park | IL | 60181 | Kevin Mantels | 630-834-8505 | kmantels@invillapark.com |
| 2014-01 | FMWRD Calhoun Sewer Replacement | \$148,660.00 | 3/28/2014 | 7/23/2014 | 230 Woodlawn Ave | Aurora | IL | 60506 | Ryan Cramer | 630-897-4651 | rcramer@deuchler.com |
| 2013 | | | | | | | | | | | |
| 2013-05 | City of Aurora Sanitary Sewer Rehab | \$680,851.00 | 10/21/2013 | 10/29/2015 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Kurt Muth | 630-701-4125 | Kmuth@aurora-il.org |
| 2013-04 | City of Aurora Gladstone & Calumet | \$280,451.00 | 10/21/2013 | 6/13/2014 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Kurt Muth | 630-701-4125 | Kmuth@aurora-il.org |
| 2013-03 | City of Aurora NE Sewer Separation | \$2,720,308.00 | 6/25/2013 | 12/24/2014 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Kurt Muth | 630-701-4125 | Kmuth@aurora-il.org |
| 2013-02 | City of Aurora CSO Backflow | \$127,000.00 | 4/23/2014 | 4/10/2014 | 44 E. Downer Place | Aurora | IL | 60507-2067 | Jason Bauer | 630-918-1237 | JBauer@aurora-il.org |
| 2013-01 | Fuller Creek Regional Forcemain | \$3,116,266.00 | 4/11/2013 | 9/22/2014 | P.O. Box 7480 | Rockford | IL | 61126-7480 | Wendy Williams | 815-387-7651 | WWilliams@rwrwr.dst.il.us |



CERTIFICATE OF LIABILITY INSURANCE

| |
|---------------------------------|
| DATE (MM/DD/YYYY) 12/17/2024 |
|---------------------------------|

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 Brown & Brown Insurance Services, Inc. 263 Shuman Blvd., Suite 110 Naperville IL 60563 | CONTACT NAME: Trecia Scott PHONE (A/C, No, Ext): (630) 245-4600 FAX (A/C, No): (630) 245-4601 E-MAIL ADDRESS: trecia.scott@bbrown.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: The Continental Insurance Company</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER B: Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: The Continental Insurance Company | 35289 | INSURER B: Continental Casualty Company | 20443 | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
|---|---|-------------------------------|--------|---|-------|--|-------|-------------------|--|-------------------|--|-------------------|--|-------------------|--|
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: The Continental Insurance Company | 35289 | | | | | | | | | | | | | | |
| INSURER B: Continental Casualty Company | 20443 | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |
| INSURED H. Linden & Sons Sewer & Water, Inc. 722 E South St, Unit D Plano IL 60545 | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 2024-2025 **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 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 OTHER: | Y | Y | 6045480941 | 01/01/2024 | 01/01/2025 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 15,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table> | EACH OCCURRENCE | \$ 1,000,000 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 | MED EXP (Any one person) | \$ 15,000 | PERSONAL & ADV INJURY | \$ 1,000,000 | GENERAL AGGREGATE | \$ 2,000,000 | PRODUCTS - COMP/OP AGG | \$ 2,000,000 | | \$ |
| EACH OCCURRENCE | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 | | | | | | | | | | | | | | | | | | | | |
| MED EXP (Any one person) | \$ 15,000 | | | | | | | | | | | | | | | | | | | | |
| PERSONAL & ADV INJURY | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| GENERAL AGGREGATE | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | |
| PRODUCTS - COMP/OP AGG | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 6045480776 | 01/01/2024 | 01/01/2025 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>Uninsured motorist</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table> | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 | BODILY INJURY (Per person) | \$ | BODILY INJURY (Per accident) | \$ | PROPERTY DAMAGE (Per accident) | \$ | Uninsured motorist | \$ 1,000,000 | | | | |
| COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per person) | \$ | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per accident) | \$ | | | | | | | | | | | | | | | | | | | | |
| PROPERTY DAMAGE (Per accident) | \$ | | | | | | | | | | | | | | | | | | | | |
| Uninsured motorist | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | Y | Y | 6045446479 | 01/01/2024 | 01/01/2025 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT EACH OCCURRENCE</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table> | COMBINED SINGLE LIMIT EACH OCCURRENCE | \$ 10,000,000 | AGGREGATE | \$ 10,000,000 | | \$ | | | | | | | | |
| COMBINED SINGLE LIMIT EACH OCCURRENCE | \$ 10,000,000 | | | | | | | | | | | | | | | | | | | | |
| AGGREGATE | \$ 10,000,000 | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 645482298 | 01/01/2024 | 01/01/2025 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td style="text-align: center;">OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table> | <input checked="" type="checkbox"/> PER STATUTE | 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 | | |
| <input checked="" type="checkbox"/> PER STATUTE | 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)
 Old Orland Corrugated Metal Pipe (CMP) Replacement
 The Village of Orland Park and their respective officers, trustees, directors, employees, volunteers or agents and the Archdiocese of Chicago are included as Additional Insureds on a primary and non-contributory basis with respects to the General Liability as required by written contract.
 Waiver of subrogation is granted in favor of the same with respects to the General Liability and Workers Compensation as required by written contract.
 Umbrella is follow form.

| | |
|---|--|
| CERTIFICATE HOLDER Village of Orland Park 1470 S Ravinia Ave Orland Park IL 60462 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. In the performance of your ongoing operations subject to such **written contract**; or
 - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

- II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations subject to such **written contract**; or
- B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III. But if the **written contract** requires:

- A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

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

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

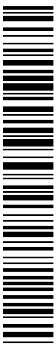
Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

- A. Was executed prior to:
 - 1. The **bodily injury or property damage**; or
 - 2. The offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage; and
- B. Is still in effect at the time of the **bodily injury or property damage occurrence or personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Contractors' General Liability Extension Endorsement**1. ADDITIONAL INSUREDS**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

Contractors' General Liability Extension Endorsement

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:



Contractors' General Liability Extension Endorsement

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or

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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

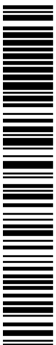
- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

l. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or



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(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

Contractors' General Liability Extension Endorsement

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

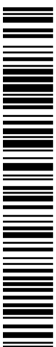
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for



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claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

Contractors' General Liability Extension Endorsement

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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Contractors' General Liability Extension Endorsement

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

- a. **professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

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(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

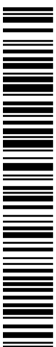
- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:



Contractors' General Liability Extension Endorsement**j. Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

Contractors' General Liability Extension Endorsement

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a.** \$500,000; or
- b.** The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

- A. LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1)** \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2)** the amount shown in the Declarations for Medical Expense Limit.



Contractors' General Liability Extension Endorsement

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
 - (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.
2. add the following exclusions:

Contractors' General Liability Extension Endorsement

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

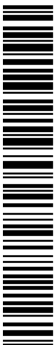
So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.



Contractors' General Liability Extension Endorsement

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



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 anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 6 45482298

Policy Effective Date: 01/01/2024

Policy Page: 33 of 49