


**BIDDER SUMMARY SHEET**  
ITB 21-049  
Public Works HVAC Improvement Project

Business Name: Dahlman Sheet Metal Co.  
Street Address: 9517 W. Gulfstream Rd.  
City, State, Zip: Frankfort, IL 60423  
Contact Name: Eric Dahlman  
Title: Director  
Phone: 815-469-5127 Fax: 815-469-5214  
E-Mail address: dahlmanone@comcast.net

Price Proposal

**GRAND TOTAL BID PRICE** \$ 95,168.00  
(Addenda 1 & 2 acknowledged)

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Eric Dahlman  
Signature of Authorized Signee:   
Title: Director Date: September 1, 2021

 **ORLAND PARK**  
**CERTIFICATE OF COMPLIANCE**

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

The undersigned Eric Dahlman  
*(Enter Name of Person Making Certification)*

as Director  
*(Enter Title of Person Making Certification)*

and on behalf of Dahlman Sheet Metal Co.  
*(Enter Name of Business Organization)*

certifies that Bidder is:

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

Federal Employer I.D. #: 36-3831128  
*(or Social Security # if a sole proprietor or individual)*

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

Sole Proprietor  
 Independent Contractor *(Individual)*  
 Partnership  
 LLC  
 Corporation    Illinois                      June 15, 1992  
*(State of Incorporation)*                      *(Date of Incorporation)*

2) **AUTHORIZED TO DO BUSINESS IN ILLINOIS:** Yes [] No [ ]

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

3) **ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS:** Yes [] No [ ]

The Bidder 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.

4) **SEXUAL HARASSMENT POLICY COMPLIANT:** Yes [] 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."

5) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT:** Yes  No

During the performance of this Project, Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder and any person under which any portion of the Bidder'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 Bidder or other organization and its customers.

In the event of the Bidder'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 Bidder 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.

6) **PREVAILING WAGE COMPLIANCE:**      Yes []    No [ ]

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

7) **PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM:**      Yes []    No [ ]

Bidder 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: SMART Local #265

**Brief Description of Program:** This is a 4-year program. Training in all aspects of  
the heating, air conditioning, sheet metal and service trades. All of our  
journeyperson sheet metal workers have been trained through an approved  
program mandated by the Bureau of Apprenticeship Training.

8) **TAX COMPLIANT:** Yes [] No [ ]

Bidder 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 Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid 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 bid, 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

Eric Dahlman  
\_\_\_\_\_  
Name of Authorized Officer

Director  
\_\_\_\_\_  
Title

September 1, 2021  
\_\_\_\_\_  
Date

## REFERENCES

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

Bidder's Name: Dahlman Sheet Metal Co.

*(Enter Name of Business Organization)*

- |                 |  |
|-----------------|--|
| 1. ORGANIZATION | <u>Graefen Development</u>   |
| ADDRESS         | <u>22774 Citation Rd., Frankfort, IL 60423</u>                     |
| PHONE NUMBER    | <u>815-464-7090</u>  |
| CONTACT PERSON  | <u>Jeff Graefen</u>  |
| YEAR OF PROJECT | <u>2021</u>  |
| 2. ORGANIZATION | <u>Newco Design Build</u>  |
| ADDRESS         | <u>4131 Roger B Chaffee Memorial Blvd., Grand Rapids, MI 49548</u> |
| PHONE NUMBER    | <u>616-493-9360</u>  |
| CONTACT PERSON  | <u>Brad Kuiken</u>   |
| YEAR OF PROJECT | <u>2020</u>  |
| 3. ORGANIZATION | <u>Cosgrove Construction</u>                                       |
| ADDRESS         | <u>20654 Amherst Ct., Joliet, IL 60433</u>                         |
| PHONE NUMBER    | <u>815-744-0036</u>  |
| CONTACT PERSON  | <u>Tim Cosgrove</u>  |
| YEAR OF PROJECT | <u>2019</u>  |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/31/2021

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

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

|   |  |   |                        |
|---|--|---|------------------------|
| <b>PRODUCER</b><br>RWC Insurance Group<br>Ray Weidenaar & Co.<br>7239 W. Laraway Rd.<br>Frankfort IL 60423-7767 |  | <b>CONTACT NAME:</b> Maureen Head<br><b>PHONE (A/C, No, Ext):</b> (815) 469-6585 <b>FAX (A/C, No):</b> (815) 469-6165<br><b>E-MAIL ADDRESS:</b> maureen@rwc4ins.com |                        |
|   |  | <b>INSURER(S) AFFORDING COVERAGE</b>  |                        |
|   |  | <b>INSURER A:</b> Owners Insurance Company  | <b>NAIC #</b><br>32700 |
| <b>INSURED</b>  |  | <b>INSURER B:</b>   |                        |
| Dahlman Sheet Metal<br>9517 W. Gulfstream<br>Frankfort IL 60423   |  | <b>INSURER C:</b>   |                        |
|   |  | <b>INSURER D:</b>   |                        |
|   |  | <b>INSURER E:</b>   |                        |
|   |  | <b>INSURER F:</b>   |                        |

**COVERAGES** **CERTIFICATE NUMBER:** 2021-2022 CERT **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"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | 07586521-21   | 08/31/2021              | 08/31/2022              | EACH OCCURRENCE                           | \$ 1,000,000   |
|          |   |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,000   |
|          |   |           |          |               |                         |                         | MED EXP (Any one person)                  | \$ 10,000  |
|          |   |           |          |               |                         |                         | PERSONAL & ADV INJURY                     | \$ 1,000,000   |
|          |   |           |          |               |                         |                         | GENERAL AGGREGATE                         | \$ 2,000,000   |
|          |   |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG                    | \$ 2,000,000   |
|          |   |           |          |               |                         |                         |   | \$   |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY    |           |          | 4958652101    | 08/31/2021              | 08/31/2022              | COMBINED SINGLE LIMIT (Ea accident)       | \$ 1,000,000   |
|          |   |           |          |               |                         |                         | BODILY INJURY (Per person)                | \$   |
|          |   |           |          |               |                         |                         | BODILY INJURY (Per accident)              | \$   |
|          |   |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)            | \$   |
|          |   |           |          |               |                         |                         |   | \$   |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |           |          | 4958652100    | 08/31/2021              | 08/31/2022              | EACH OCCURRENCE                           | \$ 4,000,000   |
|          |   |           |          |               |                         |                         | AGGREGATE                                 | \$ 4,000,000   |
|          |   |           |          |               |                         |                         |   | \$   |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N  | N/A      | Y             | 07096714                | 08/31/2021              | 08/31/2022                                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A        | Inland Marine   |           |          | 07586521-21   | 08/31/2021              | 08/31/2022              | Leased/Rented Equip.                      | \$75,000   |

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

Job: Public Works Building, 15655 S. Ravinia Avenue, Orland Park, IL  
 Additional Insureds with respects to General Liability when required by written contract on a primary and non-contributory basis: Village of Orland Park and its officers, officials, employees, agents and volunteers. If required by written contract, a waiver of subrogation in favor of the additional insureds will apply to General Liability and Workers' Compensation. Umbrella follows form.

**CERTIFICATE HOLDER****CANCELLATION**
 Village of Orland Park  
 14700 Ravinia Avenue

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

55373 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Under **SECTION II - WHO IS AN INSURED** is amended. The following provision is added. A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added. The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.

1. The following condition is added to **4. Other Insurance**.  
This insurance is primary for the Additional Insured, but only with respect to liability caused,

in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following condition is added.  
**Other Additional Insured Coverage Issued By Us**

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.



55352 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY PLUS COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **EXTENDED WATERCRAFT LIABILITY**  
**SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended. Exclusion **g.(2)** is deleted and replaced by the following exclusion.
  - (2) A watercraft you do not own that is:
    - (a) Less than 50 feet long; and
    - (b) Not being used to carry persons or property for a charge;
2. **BROADENED SUPPLEMENTARY PAYMENTS**  
**SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph 1.d.** is amended.  
 The amount we will pay for the actual loss of earnings is increased from \$250 per day to \$400 per day.
3. **ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT**  
 If the endorsement, **EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04**, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE**.  
 Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.
4. **PERSONAL INJURY EXTENSION**
  - a. If the endorsement **EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 28**, is attached to this policy, then this provision, **4. PERSONAL INJURY EXTENSION**, does not apply.
  - b. If the endorsement **EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 28**, is not attached to this policy, then **SECTION V - DEFINITIONS** is amended. Paragraph **14. "Personal and advertising injury"** is deleted and replaced by the following definition.
    14. "Personal and advertising injury" means injury including consequential "bodily injury", arising out of one or more of the following offenses:
      - a. False arrest, detention or imprisonment;
      - b. Malicious prosecution;
      - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
      - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
      - e. Oral or written publication of material, in any manner, that violates a person's right of privacy;
      - f. The use of another's advertising idea in your "advertisement";
      - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
      - h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.
5. **BROADENED KNOWLEDGE OF OCCURRENCE**  
**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is amended. The following condition is added.
  - a. Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:
    - (1) If the notice of a new claim is given to your "employee"; and
    - (2) That "employee" fails to provide us with notice as soon as practicable.
  - b. This exception shall not apply:
    - (1) To you; or

(2) To any officer, director, partner, risk manager or insurance manager of yours.

**6. DAMAGE TO PREMISES RENTED TO YOU**

**a. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended.**

(1) The last paragraph is deleted and replaced by the following paragraph.

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **6. DAMAGE TO PREMISES RENTED TO YOU, b. Limits of Insurance.**

(2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or temporarily occupied by you with permission of the owner.

(a) "Property damage" to:

- 1) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
- 2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

(b) "Property damage" caused by or resulting from any of the following:

- 1) Mechanical breakdown, including bursting or rupture caused by centrifugal force;
- 2) Cracking, settling, expansion or shrinking;
- 3) Smoke or smog;
- 4) Birds, insects, rodents or other animals;
- 5) Wear and tear;
- 6) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or
- 7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:
  - a) You make a reasonable effort to maintain heat in the building or structure; or
  - b) You drain the equipment and shut off the water supply if the heat is not maintained.

(c) "Property damage" caused directly or indirectly by any of the following:

- 1) Water that backs up from a drain or sewer;
- 2) Mud flow or mudslide;
- 3) Volcanic eruption, explosion or effusion;
- 4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;
- 5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or
- 6) Water under the ground surface pressing on, or seeping or flowing through:
  - a) Walls, foundations, floors or paved surfaces;
  - b) Basements, whether paved or not; or
  - c) Doors, windows or other openings.

(d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

**b. Limits of Insurance**

**SECTION III - LIMITS OF INSURANCE** is amended. Paragraph 6. is deleted and replaced by the following paragraph.

**6.** The most we will pay under Coverage A for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

**c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance,**

Paragraph b. is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.

**7. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT**

**a. (1) SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

(a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or

- (b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.
- (2) This provision applies only with respect to liability for:
- "Bodily injury";
  - "Property damage"; or
  - "Personal and advertising injury" caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- c. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only. The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
8. **BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**
- SECTION II - WHO IS AN INSURED** is amended. The following provision is added. Any person or organization with whom you have agreed to name as an additional insured:
    - In a written contract or agreement, executed prior to loss; or
    - In an oral contract or agreement, executed prior to loss, only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
  - The provision is subject to the following additional exclusions.
    - Any "occurrence" which takes place after you cease to be a tenant in that premises.
    - Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.
  - SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only.

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. **NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

**SECTION II - WHO IS AN INSURED** is amended.

Paragraph 3. is deleted and replaced by the following paragraph.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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.

10. **BLANKET WAIVER OF SUBROGATION**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended. The following provision is added to 8. **Transfer Of Rights Of Recovery Against Others To Us.**

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right of recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

58504 (1-15)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL AUTO POLICY**

**SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

**SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE. A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY NON-CONTRIBUTORY - BLANKET COVERAGE**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL AUTO POLICY**

**A. SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended. The following provision is added.

Any person or organization is an **insured** for Covered Autos Liability Coverage, however, only to the extent that person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

**B. SECTION V - CONDITIONS, B. GENERAL CONDITIONS, 2. Other Insurance** is amended. The following provision is added as it applies to this endorsement only.

When this insurance is primary and there is other insurance for any person or organization, other than a Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:

- (1) There is a written agreement between **you** and such person or organization that this insurance shall be primary and without the right of contribution; and
- (2) Such written agreement was in force prior to any **bodily injury** or **property damage**.

All other policy terms and conditions apply.

Worker's Compensation and Employers Liability Insurance Policy

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

WC 00 03 13

We have the right to recover our payments from anyone liable for any injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

**Schedule**

**ILLINOIS**

Any person for whom, or organization in which, you perform a service.