CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#:	Innoprise Contract #:
Year:	Amount:
Department:	
Contract Type:	
Contractors Name:	
Contract Description:	



Service & Maintenance Contract For Parking Terminals Village of Orland Park

Commencement Date:

January 1, 2020

Customer:

Village of Orland Park 14700 Ravinia Avenue Orland Park, II. 60462-3167

Service Provided By:

Total Parking Solutions, Inc. 2721 Curtiss Street

Downers Grove, IL 60515

Principle Objective:

Total Parking Solutions, Inc. is committed to providing the highest quality, professional service and maintenance in a timely manner to allow for minimal inconvenience to our customers.

Contract type:

This contract shall provide for service and maintenance of Pay by Space terminals at the specified locations and defined as *Quarterly Preventative Maintenance including all Parts and Labor*.

*Contract does not cover damage to terminals caused by vandalism, acts of God, or owner negligence.

Preventative Maintenance:

Standard preventative maintenance will include internal and external cleaning of all terminals covered by this contract. Inspection of all mechanical operations, calibration and lubrication of the terminals as per attached detailed list for optimal operation.

Customer Responsibilities:

Total Parking Solutions, Inc. will provide for "First Line Maintenance" training to individuals specified by the Village. This training will allow for the customer to clear note, coin, card, or paper jams, replace receipt paper and determining machine faults in reporting service issues to Total Parking Solutions service department. This type of training will be known as "First Line Maintenance". Repair of these aforementioned machine faults shall be the responsibility of the customer.

Total Parking Solutions, Inc. shall provide follow-up training for repair, collection, and WebOffice in the event it is necessary for refreshers and/or new Village hires. Training shall be requested to be scheduled with a minimum of one week advance notice.

Service Calls:

Total Parking Solutions, Inc. will operate under a maximum 24-hour response cycle from 7:30 am until 5:00 pm Monday through Friday. After hours and weekend service is available to the customer and will be invoiced as additional to the contract at the following rates:

Friday from 5:00 pm until Saturday 5:00 pm

\$168.00 per hour / 2 hour minimum

Saturday from 5:00 pm until Monday at 7:30 am

\$224.00 per hour / 2 hour minimum

*Emergency service will be billed as a portal-to-portal call out.

Service Reporting and Technical Support:

All service calls will be reported to our service department of Total Parking Solutions, Inc. at 630.241.1984. Total Parking Solutions will provide telephone assistance to Village staff at no charge. Cale America's 24/7 Helpdesk support shall also be available at 877.620.2253.

WebOffice subscribers shall have their machines monitored daily each weekday morning via WebOffice by TPS technical support. Any peculiarities in machine activity shall be reported to Village staff for investigation.

Replacement Parts:

Total Parking Solutions will guarantee that all parts provided being either new or exchanged will be original manufacturer parts and no substitutions will be used.

Term of Contract:

The term of this contract shall be 3 years from the commencement date. As this contract is binding, Total Parking Solutions, Inc. will allow the termination of this contract due to the inability of Total Parking Solutions to provide adequate service as agreed upon. This cancellation will require a written 14-day notice prior to termination.

In the event the Village decides to replace the pay stations prior to the expiration of this agreement. Total Parking Solutions shall either apply the remaining balance to the purchase of new pay stations or issue a refund, whichever is decided by the Village.

Price Deviations:

Total Parking Solutions, Inc. will agree to hold the agreed upon contract price for the term of this agreement. If consumer indexes or manufacturer parts pricing dictate Total Parking Solutions will have subsequent ability to increase contract pricing prior to renewal, any such increase will be made known to the customer in advance and will be subject to agreement between both parties.

* In the event the Village decides to make an adjustment to their operation at any/all Metra station parking lots with the removal of a pay station(s), the amounts below would be adjusted lower and noted to reflect the change.

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Execution	of A	greement	by:

Title: President of Operations, Co-Owner

For: Total Parking Solutions, Inc.

and

Execution of Agreement by:

Title:

For:

Date of Execution:

Village of Orland Park

village of Orland Park

Rate Schedule

Description of Service: Quarterly preventative maintenance inspections including parts and service

Number of Terminals: 14 Cale Compact XL pay stations at 143rd St.(5), 153rd St.(6), and 179th St. (3),

Orland Park Metra stations.

* Cost: \$ 115.00 per pay station per month year 1	\$ 19,320.00
\$ 115.00 per pay station per month year 2	\$ 19,320.00
\$ 115.00 per pay station per month year 3	\$ 19,320,00

PREVENTATIVE MAINTENANCE INSPECTION DETAIL

Total Parking Solutions will routinely carry out the following inspections and procedures during the performance of all preventive service and maintenance visits:

- Clean and inspect tension of all cable connections
- Remove and clean coin validator
- Remove and clean bill acceptor and inspect belts and rollers for wear
- Remove and clean printer moving parts and thermal printing head
- Inspect and clean card reader read heads with alcohol impregnated pads
- Conduct sensitivity check of the coin inlet sensor, adjust if necessary
- Check soundness of door gaskets / Check for any evidence of moisture entering the machine
- Conduct a general housekeeping interior housing of machine
- Clean exterior of cabinet and remove any unauthorized stickers or graffiti
- Test the charging voltage being received at the battery
- Inform customer of parts in need of replacement and replace same



Cale WebOffice Monitoring Contract for Multi-Space Parking Terminals Village of Orland Park

Commencement Date: January 1, 2020

Customer: Village of Orland Park

14700 Ravinia Avenue Orland Park, II. 60462-3167

Service Provided By: Total Parking Solutions, Inc. 2721 Curtiss Street

Downers Grove, IL 60515

Principle Objective:

Total Parking Solutions, Inc. is committed to providing the highest quality, professional service and maintenance in a timely manner to allow for minimal inconvenience to our customers.

Contract type:

This contract shall provide for Cale WebOffice Web-Based monitoring system for Pay by Space terminals the specified locations in the Village of Orland Park.

Support:

Total Parking Solutions, Inc. will provide support for the delivery of service as provided by the network provider. In the event modems and hardware devices fail, replacement will be within 24 hours of malfunction. Included is the monitoring of all pay stations within this agreement by TPS staff. Any and all machine alarms received over WebOffice shall be reported to the Village of Orland Park and a TPS technician will be dispatched within 24 hours if necessary.

Service Reporting and Technical Support:

Any and all service calls will be reported to our service department of Total Parking Solutions, Inc. Total Parking Solutions will provide telephone assistance to Village staff at no charge.

Term of Contract:

Invoicing shall be on an annual basis. As this contract is binding, Total Parking Solutions, Inc. will allow the termination of this contract due to the inability of Total Parking Solutions to provide adequate service as agreed upon. This cancellation will require a written 60-day notice prior to termination.

Price Deviations:

Total Parking Solutions, Inc. will agree to hold the agreed upon contract price for the term of this agreement. If consumer indexes or manufacturer parts pricing dictate Total Parking Solutions will have

subsequent ability to increase contract pricing prior to renewal, any such increase will be made known to the customer in advance and will be subject to agreement between both parties.

* In the event the Village decides to make an adjustment to their operation at any/all Metra station parking lots with the removal of a pay station(s), the amounts below would be adjusted lower and noted to reflect the change.

Execution of Agreement by:

Title:

President of Operations Total Parking Solutions, Inc.

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and

Execution of Agreement by:

Title:

Date of Execution:

Rate Schedule

Description of Service: Provide Cale WebOffice web-based monitoring system wireless communication, support, and monitoring of pay stations.

Number of Terminals:

Fourteen (14) Cale Compact XL pay stations at 143rd (5), 153rd (6), and 179th St.

(3), Orland Park Metra stations.

* Annual Rates:

January 1 - December 31, 2020

\$ 65.00 per month per unit (\$ 780.00 annually)

\$ 10,920.00 total

January 1 - December 31, 2021

\$ 65.00 per month per unit (\$ 780.00 annually)

\$ 10,920.00 total

January 1 – December 31, 2022

\$ 65.00 per month per unit (\$ 780.00 annually)

\$ 10,920.00 total



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/19/2019

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

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

PRODUCER BRIAN A ZIELINSKI (25224) 106 STEPHEN ST STE 102A LEMONT, IL 60439-0000		CONTACT NAME:	BRIAN A ZIELINSKI		
		PHONE (A/C, No. Ext)	: 630-257-6100	FAX (A/C, No): 630-	257-1623
		E-MAIL ADDRESS:	BRIAN.ZIELINSKI@COUNTR	YFINANCIAL.COM	
			INSURER(S) AFFORDING COVE		NAIC#
		INSURER A :	COUNTRY Mutual Insurance C	Company	20990
INSURED 3133231 TOTAL PARKING SOLUTIONS INC 2721 CURTISS ST DOWNERS GROVE, IL 60515		INSURER B:			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F:			
COVERAGES	CERTIFICATE NUMBER:		PEVISION	M MIIMPED.	

KENIZION NOWREK 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. ADDLISUBR TYPE OF INSURANCE **POLICY NUMBER** INSR WVD **GENERAL LIABILITY** EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Es occurrence) \$ 1,000,000 AB2321200 5/1/2019 5/1/2020 Α COMMERCIAL GENERAL LIABILITY \$ 100,000 CLAIMS-MADE

✓ OCCUR \$5,000 MED EXP (Any one person)

PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER PRODUCTS - COMP/OP AGG \$ 2,000,000 POLICY PRO-AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) AB2321200 \$ 1,000,000 5/1/2019 5/1/2020 ANY AUTO BODILY INJURY (Per person) ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS **BODILY INJURY (Per accident)** \$ PROPERTY DAMAGE (Per accident) HIRED AUTOS **UMBRELLA LIAB** \$ 5,000,000 OCCUR AU2321200 **EACH OCCURRENCE** 5/1/2019 5/1/2020 EXCESS LIAB CLAIMS-MADE **AGGREGATE** \$ 5,000,000 DED / RETENTIONS 10,000 WORKERS COMPENSATION ✓ WC STATU-TORY LIMITS AW2321200 5/1/2019 5/1/2020 AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E L EACH ACCIDENT \$ 500,000 N N/A E L DISEASE - EA EMPLOYEE \$ 500,000 If yes, describe under DESCRIPTION OF OPERATIONS below E L DISEASE - POLICY LIMIT | \$ 500,000

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

SUBROGATION RIGHTS DIRECTLY AGAINST THE CERTIFICATE HOLDER ARE WAIVED WITH REGARD TO WORKERS COMPENSATION. THE INSURING COMPANY WAIVES ITS RIGHTS OF SUBROGATION (RIGHTS TO RECOVER) AGAINST THE CERTIFICATE HOLDER NAMED BELOW WITH RESPECT TO ANY PAYMENTS MADE FOR LIABILITY COVERAGE(S) UNDER THE POLICY(IES) SHOWN IN THE GENERAL (CONTINUED)

CERTIFICATE HOLDER	CANCELLATION
VILLAGE OF ORLAND PARK 14700 SOUTH RAVINA AVENUE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
ORLAND PARK, IL 60462	AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID:	
100#	



ADDITIONAL REMARKS SCHEDULE

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AGENCY			NAMED INSURED TOTAL PARKING SOLUTIONS INC
POLICY NUMBER AB2321200			2721 CURTISS ST DOWNERS GROVE, IL 60515
CARRIER	COUNTRY Mutual Insurance Company	NAIC CODE 20990	
		20330	EFFECTIVE DATE: 11/19/2019

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

(WAIVER CONTINUED)
LIABILITY SECTION OF THIS CERTIFICATE. THE INSURANCE AFFORDED BY THIS POLICY FOR THE ADDITIONAL INSURED(S) IS PRIMARY INSURANCE AND ANY OTHER INSURANCE MAINTAINED BY OR AVAILABLE TO THE ADDITIONAL INSURED(S) IS NON-CONTRIBUTORY.

ADDITIONAL INSURED(S): VILLAGE OF ORLAND PARK 14700 SOUTH RAVINA AVENUE ORLAND PARK, IL 60462

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MULTIPLE INTERESTS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM(S)
OWNERS AND CONTRACTORS PROTECTIVE COVERAGE FORM(S)
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM(S)

SCHEDULE

Name of Person or Organization:

An entity listed as an additional insured on a certificate of insurance issued and approved by us during this policy period.

A. Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of your operations or premises owned, leased, or rented by you, subject to the following.

If the person(s) or organization(s) shown in the Schedule:

- 1. Is a mortgagee, assignee, or receiver:
 - a. This insurance is limited to its liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of premises you lease or occupy.
 - **b.** This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.
- 2. Is a manager of premises you lease or is an owner or another interest from whom you have leased land, this insurance is limited to its liability arising out of the ownership, maintenance or use of the premises or land leased to you, and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" that takes place after you cease to be a tenant in that premises or lease the land.
- **b.** Structural alterations, new construction or demolition operations performed by or for that person or organization.
- 3. Has financial control of you, or owns, maintains or controls premises you lease or occupy:
 - a. This insurance is limited to its liability arising out of its financial control of you; or premises it owns, maintains or controls while you lease or occupy these premises.
 - b. This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

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4. Is a grantor of a franchise to you, this insurance is limited to its liability as a grantor of a franchise to you.

- 5. Is a concessionaire trading under your name, this insurance is limited to its liability as a concessionaire, trading under your name.
- 6. Is a co-owner of premises you own, this insurance is limited to its liability as co-owner of the premises you own.
- 7. Leases equipment to you, this insurance is limited to its liability arising out of the maintenance, operation, or use by you of the equipment leased to you by such person or organization, and is subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" that takes place after the equipment lease expires;
- b. "Bodily injury" or "property damage" arising out of the sole negligence of that person or organization.
- 8. Is an architect, engineer or surveyor you have engaged, this insurance is limited to its 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 connection with your premises; or
 - **b.** In the performance of your ongoing operations.

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, 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 services.

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 services by or for you.

- 9. Is an engineer, architect or surveyor not engaged directly by you but is required to be added as an additional insured on your policy, this insurance is limited to its liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - **b.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including;

- a. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- b. Supervisory, inspection, or engineering services.

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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 services by or for you.

- 10. Is a person or organization for whom you are performing operations and with whom you have agreed in a written contract or agreement that such person or organization be included as an additional insured on your policy, this insurance is limited to its liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed for that insured. A person's or organization's status as an insured under this paragraph ends when your operations for that insured are completed or the contractor's agreement is terminated.

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render, any professional services by or for you, 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 services.

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 services by or for you.

11. Is a state or political subdivision that has issued a permit for operations performed by you or on your behalf, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the state or political subdivision; or
- b. "Bodily injury" or "property damage" included within the "products completed operations hazard".
- 12. Is a state or political subdivision that has issued a permit in connection with premises you own, rent, or control, this insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control 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.
- 13. Has an insurable interest in the premises owned by or rented to you, and whose interest is not more specifically described in this endorsement, this insurance is limited to liability arising out of those premises owned by or rented to you.

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- B. The following applies to the additional insureds described in paragraphs A.1. through A.13. above:
 - 1. The insurance afforded to such additional insureds 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.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Limits Of Insurance (Section II Liability, item D. Liability And Medical Expense Limits Of Insurance in the Businessowners Coverage Form):

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.

Nothing contained here varies, alters, or extends any provisions of the policy except as provided in this endorsement.

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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.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: VILLAGE OF ORLAND PARK	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for 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". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION INSURANCE POLICY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right to take direct action against the person or organization named in the Schedule below. This agreement applies only to the extent that you perform work for others who require you to obtain this agreement.

This agreement shall not operate to directly or indirectly benefit anyone not named in the Schedule. We maintain our right to assert a lien on any action taken by any person(s) against the person or organizations named in the Schedule.

SCHEDULE

Persons or organizations to whom a certificate of insurance has been issued and approved by us, and that certificate waives our rights of subrogation against the certificate holder under this policy and is in effect at the time of the occurrence.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Part (Policy) apply unless modified by the endorsement.

Cancellation

The following is added under the Cancellation Condition applicable to the Coverage Parts (Policy) listed above:

If we cancel this policy for any reason other than non payment of premium, we will mail written notice of cancellation to the certificate holder(s) on file with the Company. Notice will be provided prior to the effective date of cancellation. We will give the number of days notice as provided for in the Cancellation Condition of this policy. The notice will state the effective date of cancellation. The policy period will end on that date.

If you cancel this policy, or if we cancel for non payment of premium, we will mail written notice of such cancellation to the certificate holder(s) on file with the Company. The notice will state the date the policy was cancelled.

The notice will be mailed by first-class mail to the last known mailing address of the certificate holder(s) on file with the Company.

Any notice of cancellation provided by this endorsement applies only to the certificate holder(s) with a certificate of insurance applicable to this policy's period.

Our failure to send notice of cancellation to the certificate holder(s) will not amend, extend or alter the terms and conditions of this policy, including the cancellation of this policy.

If there is a conflict between any other policy cancellation provisions pertaining to the certificate holder(s) and this endorsement, the other policy provisions shall control.

Nothing contained here varies, alters, or extends any provisions of the policy except as provided in this endorsement.

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