



CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2022-0828

Contract #: 2022180

Start date: 10/17/2022

End date: 12/30/2022

Amount: 27,137.23

Department: Village Manager's Office

Contract Type: Contractor

Contractors Name: Midwest Office Interiors

Status of Ownership: N/A

Status of Sub: N/A

Certification: Attached Self-Certifying Did not disclose

Contract Description: Village Hall Department Furniture.

Signed 10/19/2022



VILLAGE OF ORLAND PARK

14700 Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2022-0828

File ID: 2022-0828	Type: MOTION	Status: IN BOARD OF TRUSTEES
Version: 0	Reference:	Controlling Body: Board of Trustees
		File Created Date : 10/13/2022

Agenda Entry: Village Hall Department Furniture

Final Action:

Title: Village Hall Department Furniture

Notes:

Sponsors:

Res/Ord Date:

Attachments: Finance Department Proposal, HR Office Furniture Proposal, Village Manager's Office Proposals, Development Services Proposal, OMNIA CONTRACT R191804

Res/Ord Number:

Drafter:

Hearing Date:

Department

Effective Date:

Contact:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Village Manager	10/13/2022	INTRODUCED TO BOARD	Board of Trustees			

Text of Legislative File 2022-0828

..Title
Village Hall Department Furniture

History

As part of the Finance office renovations, office desks for the Director and Assistant Director are being replaced. In addition, as part of the Village's Office Furniture Standardized Program, office desks for the Human Resources Director, Executive Assistant to the Village Manager, Director of Development Services and Assistant Director of Development Services are being replaced.

Midwest Office Interior of Woodbridge, IL is a preferred seller/vendor of OMNIA Partners-Public Sector Co-Operative Contracts. The Village plans to take advantage of the cooperative bid for Finance, Development Services, Village Manager's Office, and Human Resources furniture for HON products through the OMNIA Partners-Public Sector (Contract #R191804).

Financial Impact

Funds were budgeted in FY2022 for all office furniture.

Recommended Action/Motion

I move to approve the proposal from Midwest Office Interiors of Woodridge, IL through OMNIA Contracts #R191804 for a total amount not to exceed \$27,137.23;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.



ORLAND PARK

AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND Midwest Office Interiors FOR Village Hall Department Furniture

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made the 17th day of October, 2022, by and between the Village of Orland Park (hereinafter referred to as “VILLAGE”) and Midwest Office Interiors (hereinafter referred to as “Contractor”) to furnish all materials, supplies, tools, equipment, labor, and perform other services necessary to commence and complete the Work in connection with the Village Hall Department Furniture (hereinafter referred to as “Project”, the “Work”, or the “Services”).

WITNESSETH:

In consideration of these premises and the mutual covenants set forth herein by the Village and the Contractor (hereinafter referred to collectively as the “Parties”), the Parties agree as follows:

1. Scope of Work: The Contractor agrees to and shall timely perform and fully complete the “Scope of Work” as set forth in:

- The Contractor’s Proposal/Bid No. _____, and dated September 30, 2022; and/or
- Village of Orland Park ITB/RFP/Purchase Order No. _____.

which is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). The terms, conditions and specifications set forth in Village’s Request for Proposal (“RFP”), Invitation To Bid (“ITB”) and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Contractor. Any provisions in the Contractor’s Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s RFP, ITB, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s RFP, ITB, and/or Purchase Order shall control.

2. Payment:

A. Compensation: The Village agrees to pay the Contractor as compensation for all Work required by this Agreement as follows:

- the amount(s) set forth on Exhibit A (the “Contractor’s Proposal”);
- the amount(s) based upon Schedule of Fees or Prices set forth on Exhibit B attached hereto and thereby made a part hereof; and
- a not-to-exceed amount of \$27,137.23 (“Contract Price”)
- a not-to-exceed Proposal or Bid amount of \$, plus \$ contingency which may not be spent without prior written approval by the Village through a Change Order Request, for a total amount not-to-exceed \$27,137.23 (“Contract Price”)

(i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$27,137.23. Said price shall be the total compensation for Contractor’s performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor’s fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor. In the event the Contractor incurs cost in excess of the sum authorized for service under this Agreement, the Contractor shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Contractor shall have no claim against the Village on account thereof.

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For the avoidance of doubt, in no event shall Contractor be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Contractor in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Contractor to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Contractor's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Contractor represents, warrants and covenants to the Village that it will not, nor will Contractor have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Contractor as set forth above.

- B. Invoices: The Contractor agrees to and shall prepare and submit:
- an invoice to the Village upon completion of and approval by the Village of the Work; or
 - invoice for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Contractor.
- C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
- D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Contractor for services required to correct deficiencies attributable to errors or omissions of the Contractor, and all such errors or omissions must be corrected by the Contractor at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Contractor such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Contractor; (ii) the failure by the Contractor to perform the Contractor's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Contractor as provided in this section, and subsequently determined to be due and owing to the Contractor, will be paid to the Contractor.
- 10% retention will be withheld for this project. When final acceptance is obtained the retention will be released in its entirety.
- E. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Contractor will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Contractor such amount. Upon the request of the Contractor, the Village will inform the Contractor as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

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- F. Records: The Contractor's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Contractor for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.
3. Performance and Payment Bond: If the Contract Price is over \$50,000.00, prior to commencement of any Work on the Project, the Contractor shall provide to the Village a Performance and Payment Bond in compliance with the Public Construction Bond Act (30 ILCS 550/1, et seq.) and the Contract Documents.

A. Performance Bond: Guarantee to the Village that the vendor will perform its contractual obligations in accordance with the plans and specifications. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Performance or Surety Bond, the value of the bond being equal to the total contract price, including any additional equipment and services hereto. The amount of the bond, the value of the bond being equal to the total contract price, among other conditions, shall be conditioned for the completion of the contract, for the payment of material used in the work and for all labor performed in the work, whether by subcontractor or otherwise. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

B. Labor and Material Payment Bond: Ensure that subcontractors and material suppliers are paid according to contract. These bonds are typically used in conjunction with performance bonds. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Labor and Material Payment Bond, the value of the bond being equal to the total contract price. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

4. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:
- Scope of Services as set forth in the Contractor's proposal dated September 30, 2022 and the Village's RFP, ITB, and/or Purchase Order Exhibit A)
 - Schedule of Fees (Exhibit B)

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

5. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:

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- A. Time is of the essence in this Contract. The Services to be performed by the Contractor under the Contract Documents shall commence no later than October 17, 2022 (hereinafter the “Commencement Date”), and shall be completed no later than December 30, 2022 (hereinafter the “Completion Date”), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Contractor fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor for the Services and/or the right to recover any excess cost of completion from the Contractor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
- B. Progress Reports: The Contractor must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village’s compliance any federal, state, or local regulations (if applicable).
6. Venue and Choice of Law: The Contractor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village’s Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
7. Nonassignability: The Contractor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
8. Notices: All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).
9. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Contractor’s work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor and/or its agent in a timely manner.
- B. Within three (3) business days after receipt by Contractor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Contractor’s officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor and/or by the Contractor’s insurer or agent.
- C. Within ten (10) business days after the Contractor’s receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the “incident, claim, or complaint”), the Contractor or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such

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incident, claim or complaint, and the efforts and current progress of the Contractor and/or its agents to date toward the resolution of such incident, claim or complaint.

- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Contractor or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Contractor not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Contractor or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Contractor receives its initial verbal or written notice of such incident, claim, or complaint.
11. Control and Inspection of Work or Services: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Work, and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall be made after delivery. Final inspection, acceptance and/or rejection of the Work and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall not impose liability on the Village for Work, and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Work and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Work or Services performed by the Contractor shall be done in conformance with the Contract Documents.
12. Permits and Licenses: The Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Project and all related Work as contemplated by the Contract Documents.
13. Insurance:
- A. Prior to Commencement of Work:
- (i) Prior to commencement of any Work under the Contract Documents, Contractor shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village, but which does not include the installation thereof by the Contractor. Contractor shall not start the Work under the related Contract until Contractor has obtained all insurance required under this Paragraph 12, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.
- (ii) Minimum Scope of Insurance:
Coverage shall be at least as broad as Insurance Services Office (“ISO”) Commercial General Liability occurrence form CG 00 01 04 13 with the “Village of Orland Park and its officers, officials, employees, agents and volunteers” named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04 13.
 If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- B. Insurance Required: The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its employees, subcontractors, and other agents, and:
- (i) Commercial General Liability:
- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.

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- (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.
 - (c) The Contractor's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
 - (e) The Contractor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Contractor shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
 - (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
 - (h) The Contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
- (ii) Owners and Contractors Protective Liability (OCP) Policy: The OCP Policy shall name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as insured or as additional insured and shall include coverage of \$1,000,000 combined single limit per occurrence for bodily injury and property damage;
(Required for large construction projects; applicable if box is checked)
- (iii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per accident for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
- (iv) Workers' Compensation insurance as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident:
- (a) The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Contractor for the Village.
 - (b) NCCI Alternate Employer Endorsement (WC 00 03 01 A) in place to insure that workers' compensation coverage applies under Contractor's coverage rather than under the coverage of the Village of Orland Park, and/or of its officers, officials, employees, agents and/or its volunteers (if the Village of Orland Park, its officers, officials, employees, agents and/or its volunteers are borrowing, leasing or in day to day control of Contractor's employee).

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- (v) Builder's Risk Property Coverage with "Village of Orland Park" named as the loss payee: insurance shall be provided against "all risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded) on a completed replacement cost basis;
(Required for a general contractor on a building construction project; applicable if box is checked)
 - (vi) Environmental Impairment/Pollution Liability Coverage: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs, including but not limited to, for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants; and
(Required if the project involves an exposure to or risk of environmental impairment and/or pollution liability from a worksite; applicable if box is checked)
 - (vii) Umbrella Policy: If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 13(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided, which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability.
 - (viii) Cyber Liability Coverage: for losses arising out of the Contractors work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.
- D. All Coverages:
- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - (a) Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
 - (ii) 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.
 - (iii) When requested by the Village Manager, or his designee, Contractor shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- F. Verification of Coverage: Contractor shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

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- If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Contractor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Contractor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor, or any subcontractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor and every subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor or any subcontractor's insurance.
- L. Notice of Bodily Injury or Property Damage: The Contractor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. Updated Proof Required: The Contractor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. Safety/Loss Prevention Program Requirements: The Contractor shall provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and is continuing. Evidence of completed employee safety training shall be provided to the Village and approved by the Village Manager, or his designee.

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- O. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the contract documents contradict this Paragraph 13, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

14. Indemnity:

- A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Contractor, its employees, or subcontractors, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.
- B. Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Contractor further agrees that to the extent that money is due the Contractor by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor, its officers, directors, employees and subcontractors (collectively, Contractor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. Neither the Village nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
- F. The provisions of this Paragraph 14 shall survive any termination of the Contract.

15. Village Confidential Information:

- A. Contractor warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
- B. The provisions of this Paragraph 15 shall survive any termination of the Contract.

16. Professional Standard: The Contractor hereby covenants and agrees that the Contractor will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Contractor warrants and represents as follows:

- A. Feasibility of Performance. The Contractor (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance

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in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.

- B. Ability to Perform: The Contractor hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Contractor is financially solvent; (b) the Contractor, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Contractor possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Contractor has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Contractor's behalf and to bind the Contractor hereto; and (f) the Contractor will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
- C. Authorized to do Business in Illinois: The Contractor certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
- D. Certification to Enter into Public Contracts: The Contractor certifies that it 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 violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
- E. Payment to the Illinois Department of Revenue: Contractor certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
- F. Debarment. The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Contractor will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
- G. Interest of members of the Village: Contractor certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- H. Interest of Professional Services Provider and Employees: Contractor certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Contractor Services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.
17. No Conflicts of Interest: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
18. Compliance with Laws: Contractor shall comply with all federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now

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in effect or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act (“OSHA”); Illinois Department of Labor (IDOL”), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers’ Compensation Laws, the Employment of Illinois Workers on Public Works Act, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Contractor if requested by the Village.

19. Equal Employment Opportunity: The Contractor shall be an “equal opportunity employer” as defined in the United States Code Annotated. The Contractor shall be required to comply with the President’s Executive Order No. 11246, as amended, and the requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Contractor shall fully comply with all applicable provisions of the Illinois Human Rights Act.
20. Certifications: By the execution of this Agreement, the Contractor certifies that: (1) the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor shall provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Contractor has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
21. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor and its subcontractors agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Contractor t and/or its subcontractors, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as “Project Documentation”), and any and all of such Project Documentation shall become the property of the Village. The Contractor and its subcontractors further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Contractor, but the Village agrees to waive any claim against the Contractor arising from any unauthorized reuse or modification of the Project Documentation.
22. Independent Contractor: It is mutually understood and agreed that the Contractor shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Contractor or his/its employees, representatives or Subcontractor’s are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor and any party employed by the Contractor bears the relationship to the Village of an independent contractor.
23. Prevailing Wage Act Notice [Check box that applies]:
 The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does not apply to this Contract.

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The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does apply to this Contract.

This Contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01, et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (“IDOL”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The IDOL may revise the prevailing wage rates from time to time and the contractor/subcontractor has an obligation to check the IDOL’s website for revisions to prevailing wage rates and comply with the most current prevailing wage rates. For information regarding current prevailing wage rates, please refer to the IDOL website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties, including but not limited to each contractor and 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/Prevailing-Wage-Portal.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. The Contractor shall also pay prevailing wages at rates not less than those prevailing under Davis-Bacon Wage Act Provisions as determined by the U.S. Department of Labor to all laborers, workmen and mechanics performing work under this Contract, if such Act is applicable, and, in such event, the more restrictive (i.e., higher) prevailing wage requirements shall be applicable.

24. Employment of Illinois Workers on Public Works Act: This contract is subject to the Illinois Preference Act (30 ILCS 570) since this fixed work construction or improvement is funded or financed in whole or in part with State funds or funds administered by the State of Illinois. Contractors on state public works projects are required to employ a workforce that is comprised of at least 90% Illinois residents during periods of excessive unemployment, which occurs when the level of unemployment in Illinois has exceeded 5% for at least 2 consecutive months. An “Illinois laborer” is defined as any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. The Contractor shall require all subcontractors (if any) to conform with said laws, and any rules or regulations now and thereafter issued pursuant to said laws by Contractor, his subcontractors, and/or anyone working through or on behalf of Contractor or Contractor’s subcontractors.
25. Warranty and Guarantee: In addition to any manufacturer’s warranty(ies) on materials, parts and/or equipment to be supplied pursuant to the Contract Documents, the Contractor warrants and guarantees that for a period of two (2) years from the date of substantial completion of the Project that the completed Project shall be free from all defects and deficiencies due to faulty equipment, materials or workmanship, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Contractor shall promptly correct, repair, and/or replace any and all such equipment, materials and/or Work which has been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents including, but not limited to, the repairs of any resulting damage to other parts of the Project. In the event that the Contractor should fail to make such correction(s), repair(s), and/or replacement(s) (“remedial work”) that the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Contractor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such remedial work. The

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Performance and Payment Bond, if one is applicable, shall remain in full force and effect through the warranty/guarantee period.

26. Standard Specifications:

- A. If applicable, all Work performed by Contractor that is associated with the fulfillment of this Agreement and/or the related Purchaser Order/Contract shall conform to the terms of the latest edition of the Illinois Department of Transportation (“IDOT”) Standard Specifications for Road and Bridge Construction where this document is otherwise silent. The applicable Standard Specifications, as herein specified, shall apply to all work and materials performed under this Contract unless revised by the Specifications, also herein included as part of the Contract Documents.
- B. If applicable, through the course of the Project, the Contractor shall be responsible for the maintenance of traffic through and around the zone of work consistent with Section 648 of the IDOT Standard Specifications for Road and Bridge Construction. The cost for this activity shall be considered incidental to the cost of the improvement.
- C. If applicable, all traffic control measures employed during the term of this contract shall be in accordance with the applicable sections of the IDOT Standard Specifications, the Supplemental Specifications, and the “Illinois Manual Uniform Traffic Control Devices for Streets and Highways”.

27. Permitted Hours of Work: All construction activity shall be permitted only during the following work hours: a ten (10) hour period from 7:00 A.M. until 5:00 P.M. on weekdays; Saturday work is permitted after 8:00 A.M. until 5:00 P.M., provided that the Contractor has made prior arrangements with representatives of the Village; and work shall not occur on Sundays or Holidays, except s specifically authorized by the Village in writing,

28. Restoration of Work Site: The Contractor shall be obligated to remove all debris from the Work site at the Contractor’s expense. The Contractor shall, at its sole cost and expense, as part of the Work required by this Agreement and the related Contract, replace and restore any grass, vegetation or plantings disturbed or removed by the Contractor, to their condition before the performance of the Work, and such removal shall only occur after approval in advance in writing by the Village’s designee. Without limiting the generality of the foregoing, the Contractor shall be obligated to: (1) re-grade and re-seed the ground surface, (2) replace any damaged vegetation, other than trees and bushes removed pursuant to the authority of the Village’s designee, with new plantings of good health and quality with species consistent with the recommendation of the Village’s designee, and (3) repair any damage to any paved surfaces disturbed by the Work. While the Work is in progress and until all required restoration work is completed, the Contractor shall comply with customary and usual initial erosion practices consistent with good engineering procedures and the requirements of all applicable ordinances.

29. Right to Alter Plans and Scope Reserved: The Village reserves the right to alter the plans, extend or shorten the improvements, add to the Work as may be necessary, and increase or decrease the scope and/or quantity of the Work, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Work in its entirety for any reason.

30. Duration: This Contract shall be in effect from the date of this Contract until the completion of the Work, but the obligations of the Contractor under the Paragraphs 14 and 15 hereof shall continue after such termination.

31. Advertisement: The Contractor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

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32. Amendments: No agreement or understanding to modify the Contract or the related Contract Documents shall be binding upon the Village unless such amendment is in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Contractor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
33. Termination: The following shall constitute events of default under this Agreement and the related Contract: a) any material misrepresentation made by the Contractor to the Village, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in the Contract due to a reason or circumstance within the reasonable control of the Contractor, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due (i.e., by the Completion Date) to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Village, (iv) failure to promptly re-do or re-perform within reasonable time the services that were rejected by the Village as erroneous or unsatisfactory, (v) failure to comply with a material term of this Contract, (vi) failure of the Contractor to completely furnish the contracted goods or services to the Village within the time period specified by the Contract Documents; (vii) any breach or violation of Contractor or its employees, or agents, of its obligations under the Village Confidential Information provisions of Paragraph 23 of this Agreement; and (viii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination for cause. At least ten (10) days prior to the date that the Contractor shall be declared in default of the Contract, the Village shall give written notice by certified mail to the Contractor. This notice shall state the reasons that the Contractor is being declared in default of the Contract. Failure by the Contractor to correct the stated deficiencies within the notice period shall result in the Contractor being declared in default of the Contract. Issuance of the notice by the Village shall be an indication of the intentions of the Village to take the work out of the hands of the Contractor and to hire others to complete the defaulted work. Upon default, the Contractor shall be liable for all damages sustained by the Village as provided by law as a result of such default, including but not limited to all costs incurred by the Village to fully complete all the work specified in the Contract Documents and all expense of every kind incurred by the Village in remedying any defect(s) and/or deficiency(ies), or failure by the Contractor to conform to the Contract Documents and any such costs incurred by the Village may also be paid by the Village out of such monies as otherwise may be due or otherwise may become due to said Contractor pursuant to the Contract Documents. Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Contractor or without cause at any time upon 15 days prior written notice to the Contractor. In the event that the Agreement is so terminated and the Contractor is not in default or breach of this Agreement, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Contractor's Proposal.
34. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Nicole Merced
 Village of Orland Park
 14700 South Ravinia Avenue
 Orland Park, Illinois 60462
 Telephone: 708-403-6218

To the Contractor:

Name: John McNulty
 Midwest Office Interiors
 10330 Argonne Woods Drive, Suite 600
 Woodridge, IL, 60517
 Telephone: (630) 850-8700

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Facsimile: _____
Email: nmerced@orlandpark.org

Facsimile: _____
e-mail: jmcnulty@midwestofficeinc.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

35. Illinois Freedom of Information Act: The Contractor agrees to maintain all records and documents for projects of the Village of Orland Park in compliance with the Freedom of Information Act (FOIA), 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the Village, records which are responsive to a request received by the Village under the FOIA so that the Village may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Village and if possible, the Village shall request an extension so as to comply with the FOIA. In the event that the Village is found to have not complied with the FOIA, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the FOIA, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties
36. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
37. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
38. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
39. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
40. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
41. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original

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Midwest Office Interiors

VILLAGE OF ORLAND PARK

By: E-SIGNED by John McNulty
on 2022-10-18 23:23:50 GMT

By: E-SIGNED by George Koczvara
on 2022-10-19 16:03:24 GMT

Name: John McNulty

Name: George Koczvara

Its Senior Account Executive & Authorized Agent

Title: Village Manager

<p><u>EXHIBIT A</u> [ATTACH]</p> <p>Scope of Work as set forth in Contractor's Proposal dated September 30, 2022 or Village RFP, ITB, and/or Purchase Order No. _____ dated _____</p>

<p><u>EXHIBIT B</u> [ATTACH IF REQUIRED] Schedule of Fees</p>

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PROPOSAL

EXHIBIT A

Date: 9/13/2022

10330 Argonne Woods Drive, Ste. 600
Woodridge, IL 60517

John McNulty
Senior Account Executive
Midwest Office Interiors
10330 Argonne Woods Dr. Ste. 600
Woodridge, IL 60517
630-633-2761
630-783-2143
jmcnulty@midwestofficeinc.com

Bill To:

Marisa Perez
Executive Assistant to the Village
Manager
Village of Orland Park
14700 Ravinia Ave.
Orland Park, IL 60462

Installation Address:

Marisa Perez
Executive Assistant to the Village
Manager
Village of Orland Park
14700 Ravinia Ave.
Orland Park, IL 60462

Part Number		Qty	Sell	Ext Sell
H38216L		1	\$ 564.21	\$ 564.21
38000 24D x 48W x 29-1/2H 2L w/Lock Flush Rtn				
\$(L1STD)	Grd L1 Standard Laminates			
.N	LAM: Mahogany			
\$(P1)	P1 Paint Opt			
.S	Charcoal			
H38291R		1	\$ 858.13	\$ 858.13
38000 30D x 66W - 2R w/Lock Single Ped Desk				
\$(L1STD)	Grd L1 Standard Laminates			
.N	LAM: Mahogany			
\$(P1)	P1 Paint Opt			
.S	Charcoal			
H384815		1	\$ 167.84	\$ 167.84
38000 2 with 48w x 15h flipper doors w/ lock				
.X	Omt Core to Order Key Alike			
\$(P1)	P1 Paint Opt			
.S	Charcoal			
H386548N		1	\$ 394.79	\$ 394.79
Stack-on Full Clearance 13 1/2Dx48Wx34 3/4x25H				
\$(P1)	P1 Paint Opt			
.S	Charcoal			
HT48ND		1	\$ 228.52	\$ 228.52
48Tack Board for 48W Hutch				
\$(A)	Gr A Fab			
.APN	FABRIC: Appoint			
16	COLOR: Nimbus			

Part Number		Qty	Sell	Ext Sell
\$(P1)	P1 Paint Opts			
.S	Charcoal			
HCT29ST		1	\$ 327.81	\$ 327.81
Arrange Seated Hght T-legs 24" D Srfc- 2 bases				
\$(P1)	P1 Paint Opts			
.P7A	Textured Charcoal			
HCTRECT2448		1	\$ 180.85	\$ 180.85
Arrange Table 24" x 48" Rectangle Top				
.N	No Grommet			
\$(L1STD)	Grd L1 Standard Laminates			
.N	LAM: Mahogany			
.N	EDGE: Mahogany			
HLED17AS		1	\$ 157.38	\$ 157.38
17" LED Light w/Power Supply (Single)				
HF23C		3	\$ 18.30	\$ 54.90
Lock Core Replacement Kit Brushed Chrome				
.X110E	KEY NUMBER: 110E			
H105383		1	\$ 408.58	\$ 408.58
10500 SeriesWall Mounted Storage Cab 48"W x 14-5/8"D				
\$(L1STD)	Grd L1 Standard Laminates			
.N	LAM: Mahogany			
N	LAM: Mahogany			
H105898L		1	\$ 571.69	\$ 571.69
10500 Series 66Wx30Dx29-1/2H SglPedDskLH B/B/F RectTop				
\$(L1STD)	Grd L1 Standard Laminates			
.N	LAM: Mahogany			
N	LAM: Mahogany			
H105905R		1	\$ 447.58	\$ 447.58
10500 Series 48Wx24Dx29-1/2H Return Rt File/File Ped				
\$(L1STD)	Grd L1 Standard Laminates			
.N	LAM: Mahogany			
N	LAM: Mahogany			
H90053		1	\$ 122.53	\$ 122.53

Part Number		Qty	Sell	Ext Sell
10500 Series Tckbd for 48"W Stack on Strg Bck Enclosure				
\$(A)	Gr A Fab			
.APN	FABRIC: Appoint			
16	COLOR: Nimbus			
HCT29ST		1	\$ 327.81	\$ 327.81
Arrange Seated Hght T-legs 24" D Srfc- 2 bases				
\$(P1)	P1 Paint Opts			
.P7A	Textured Charcoal			
HCTRECT2448		1	\$ 180.85	\$ 180.85
Arrange Table 24" x 48" Rectangle Top				
.N	No Grommet			
\$(L1STD)	Grd L1 Standard Laminates			
.N	LAM: Mahogany			
.N	EDGE: Mahogany			
HLED17AS		1	\$ 157.38	\$ 157.38
17" LED Light w/Power Supply (Single)				
HF23B		3	\$ 16.94	\$ 50.82
Black Removable Lock Core Kit				
.X115E	KEY NUMBER: 115E			
LABOR		1	\$ 750.00	\$ 750.00
Delivery and Installation - Both Offices				
			Total:	\$ 5,951.67

Required Deposit:

Part Number

Qty

Sell

Ext Sell

Terms and Conditions:

Please note: a deposit is required on all furniture orders prior to order placement.

Due to the our vendors' lean manufacturing processes, cancellations or returns are not permitted once the order has been placed.

Estimated lead time is subject to the manufacturer's production / shipping schedule.

Your signature below indicates your acknowledgement of the following: Midwest Office Interiors' terms and conditions, and that the products specified within, are considered "as-requested" by the end user.

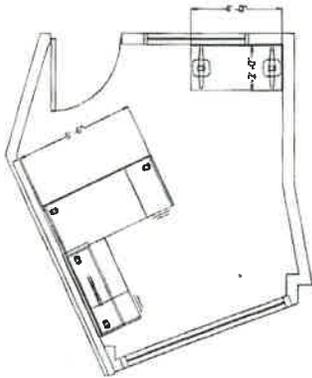
Purchase Order: _____

Signature: George Kocantara

Printed Name: George Kocantara

Date: 10-13-22

Dev Services
Asst. Director



Scale 1/4" = 1'



VILLAGE OF ORLAND PARK
DEVELOPMENTAL SERVICES

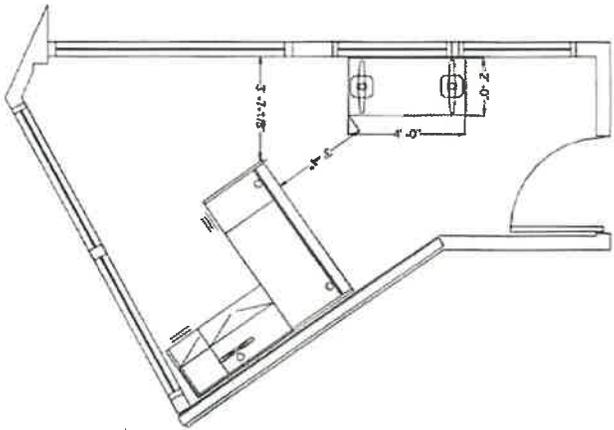
64"X30" SINGLE PEDESTAL DESK
60"X24" SINGLE PEDESTAL RETURN
WALL MOUNT OVERHEAD WITH TRACKBOARD AND FLUO LIGHT BELOW
84X36 TABLE

Page/Sheet	1/1
Account Exec:	J. MCNUITY
Designer:	shayden
Print Date:	7/25/2022

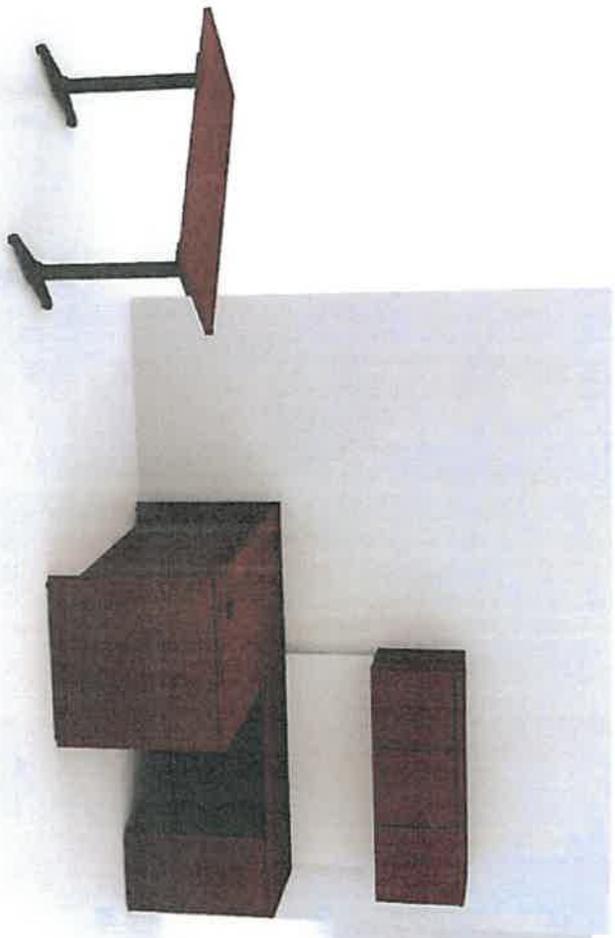
REV	DESCRIPTION	DATE

DISCLAIMER
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Dev. Services Director



Scale 1/4" = 1'



VILLAGE OF ORLAND PARK DEVELOPMENTAL SERVICES

66" X 30" SINGLE PEDESTAL DESK
48" X 24" SINGLE PEDESTAL RETURN
WALL MOUNT OVERHEAD WITH BACKBOARD AND TASK LIGHT BELOW



10330 Aurora Wood Drive - Suite 401,
Naperville, IL 60563
www.millerconstruction.com

File Name: \\Miller\John\Projects\Orland Park\2021\Dev. Services\CET1\22-0610 VOP DEVELOPMENT.rvt

Page/Sheet	1/1
Account Exec	J. MCQUITY
Designer	shayden
Print Date	7/29/2022

REV	DESCRIPTION	DATE

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PROPOSAL

Date: 9/30/2022

10330 Argonne Woods Drive, Ste. 600
Woodridge, IL 60517

John McNulty
Senior Account Executive
Midwest Office Interiors
10330 Argonne Woods Dr. Ste. 600
Woodridge, IL 60517
630-633-2761
630-783-2143
jmcnulty@midwestofficeinc.com

Bill To:
Marisa Perez
Executive Assistant to the Village
Manager
Village of Orland Park
14700 Ravinia Ave.
Orland Park, IL 60462

Installation Address:
Marisa Perez
Executive Assistant to the Village
Manager
Village of Orland Park
14700 Ravinia Ave.
Orland Park, IL 60462

Part Number	Qty	Sell	Ext Sell
HF23C	4	\$ 18.30	\$ 73.20
Lock Core Replacement Kit Brushed Chrome			
.X101E KEY NUMBER: 101E			
H38220	1	\$ 299.05	\$ 299.05
38000 Series Bridge 24D x 42W			
\$(L1STD) Grd L1 Standard Laminates			
.N Mahogany			
\$(P1) P1 Paint Opts			
.S Charcoal			
H386572N	1	\$ 492.11	\$ 492.11
Stack-on Full Clearance 13 1/2Dx72Wx34 3/4x25H			
\$(P1) P1 Paint Opts			
.S Charcoal			
H387215	1	\$ 290.38	\$ 290.38
38000 2 with 36w x 15h flipper doors w/ lock			
.X Omt 2 Cores to Order Key Alike			
\$(P1) P1 Paint Opts			
.S Charcoal			
H38925	1	\$ 612.67	\$ 612.67
38000 72"W 24"D 29-1/2"H Modular Desk Shell			
\$(L1STD) Grd L1 Standard Laminates			
.N Mahogany			
\$(P1) P1 Paint Opts			
.S Charcoal			
H38942E	1	\$ 691.47	\$ 691.47

Part Number		Qty	Sell	Ext Sell
30x72x29 -1/2 Peninsula w/ end panel - leg				
\$(L1STD)	Grd L1 Standard Laminates			
.N	Mahogany			
\$(P1)	P1 Paint Opts			
.S	Charcoal			
~	Undecided PAINT Option			
HIGS6		2	\$ 219.46	\$ 438.92
Ignition Guest/Multi-Purpose Chair Four-Leg Stacking				
.F	Arm: Fixed			
.E	Glide			
.IM	4-Way Black			
\$(1)	Gr 1 UPH			
.HAML	Fab: Hamilton			
17	Color: Charcoal			
.T	Black			
HIWM1		1	\$ 356.96	\$ 356.96
Ignition Wk Mid-bck Pneu Swivel tilt Tilt Bck Ht Adj				
.A	Arm: Height and Width Adj			
.H	CASTER: Hard (Standard)			
.M	Back: Mesh Back			
\$(1)	Gr 1 UPH			
.HAML	Fab: Hamilton			
17	Color: Charcoal			
.T	FRAME: Black			
.SB	Base: Standard Base			
H19717R		1	\$ 258.64	\$ 258.64
Box/box/file 28"Hx16 7/8"Dx14 15/16"W				
.X	Omt Core to Order Key Alike			
\$(P1)	P1 Paint Opts			
.S	Charcoal			
H9170R		1	\$ 481.86	\$ 481.86
Flagship 30W 2-Drw "R" Pull Lateral 30W 28H 18D				
.X	Omt Core to Order Key Alike			
\$(P1)	P1 Paint Opts			
.S	Charcoal			
HF23C		3	\$ 18.30	\$ 54.90
Lock Core Replacement Kit Brushed Chrome				
.X123E	KEY NUMBER: 123E			

Part Number		Qty	Sell	Ext Sell
H919430		1	\$ 214.73	\$ 214.73
30Wx18D Square Edge Laminate Top For Lateral File				
\$(L1STD)	Grd L1 Standard Laminates			
.N	Mahogany			
H105209E		1	\$ 388.09	\$ 388.09
Penninsula w/ End Panel 72"W x 30"D x 29 1/2"H				
\$(L1STD)	Grd L1 Standard Laminates			
.N	Mahogany			
N	Mahogany			
~	Undecided PAINT Option			
H105906L		1	\$ 447.58	\$ 447.58
10500 Series 48Wx24Dx29-1/2H Return Lt File/File Ped				
\$(L1STD)	Grd L1 Standard Laminates			
.N	Mahogany			
N	Mahogany			
H105686X		1	\$ 323.87	\$ 323.87
10500 Series Return Shell 29-1/2H x72W x 24D				
\$(L1STD)	Grd L1 Standard Laminates			
.N	Mahogany			
N	Mahogany			
H10502		1	\$ 319.53	\$ 319.53
10500 Series Floorstd Full Ht Ped B/B/F 15-5/8W x 22-3/4D				
\$(L1STD)	Grd L1 Standard Laminates			
.N	Mahogany			
HLINEARA3		1	\$ 33.10	\$ 33.10
Field Install Dwr/Door Kits Linear Blk 3-pack				
H105290		1	\$ 431.43	\$ 431.43
10500 Series 36Wx24Dx29-1/2H Storage Cabinet with Doors				
\$(L1STD)	Grd L1 Standard Laminates			
.N	Mahogany			
N	Mahogany			
HIG56		2	\$ 219.46	\$ 438.92
Ignition Guest/Multi-Purpose Chair Four-Leg Stacking				
.F	Arm: Fixed			

Part Number		Qty	Sell	Ext Sell
.E	Glide			
.IM	4-Way Black			
\$(1)	Gr 1 UPH			
.HAML	Fab: Hamilton			
17	Color: Charcoal			
.T	Black			
HIWM1		1	\$ 356.96	\$ 356.96
Ignition Wk Mid-bck Pneu Swivel tilt Tilt Bck Ht Adj				
.A	Arm: Height and Width Adj			
.H	CASTER: Hard (Standard)			
.M	Back: Mesh Back			
\$(1)	Gr 1 UPH			
.HAML	Fab: Hamilton			
17	Color: Charcoal			
.T	FRAME: Black			
.SB	Base: Standard Base			
HHATB3S2LT		1	\$ 439.70	\$ 439.70
3 Stage 2 Leg Rectangle T Foot				
\$(P1)	P1 Paint Opts			
.S	Charcoal			
.S	Slide Glide			
.MEM	Memory Preset			
HF23B		2	\$ 16.94	\$ 33.88
Black Removable Lock Core Kit				
.X124E	KEY NUMBER: 124E			
HHATW2460CT		1	\$ 177.21	\$ 177.21
60W x 24D Rect Worksurface - C/T Base				
\$(L1STD)	Gr L1 Standard Laminates			
.N	Mahogany			
.N	EDGE: Mahogany			
.G1	1 Grommet - Centered			
S	Grommet: Charcoal			
.P	Color: Black			
LABOR		1	\$ 1,562.50	\$ 1,562.50
Delivery and Installation				
			Total:	\$ 9,217.66

Part Number

Qty

Sell

Ext Sell

Required Deposit:

Terms and Conditions:

Please note: a deposit is required on all furniture orders prior to order placement.

Due to the our vendors' lean manufacturing processes, cancellations or returns are not permitted once the order has been placed.

Estimated lead time is subject to the manufacturer's production / shipping schedule.

Your signature below indicates your acknowledgement of the following: Midwest Office Interiors' terms and conditions, and that the products specified within, are considered "as-requested" by the end user.

Purchase Order: _____

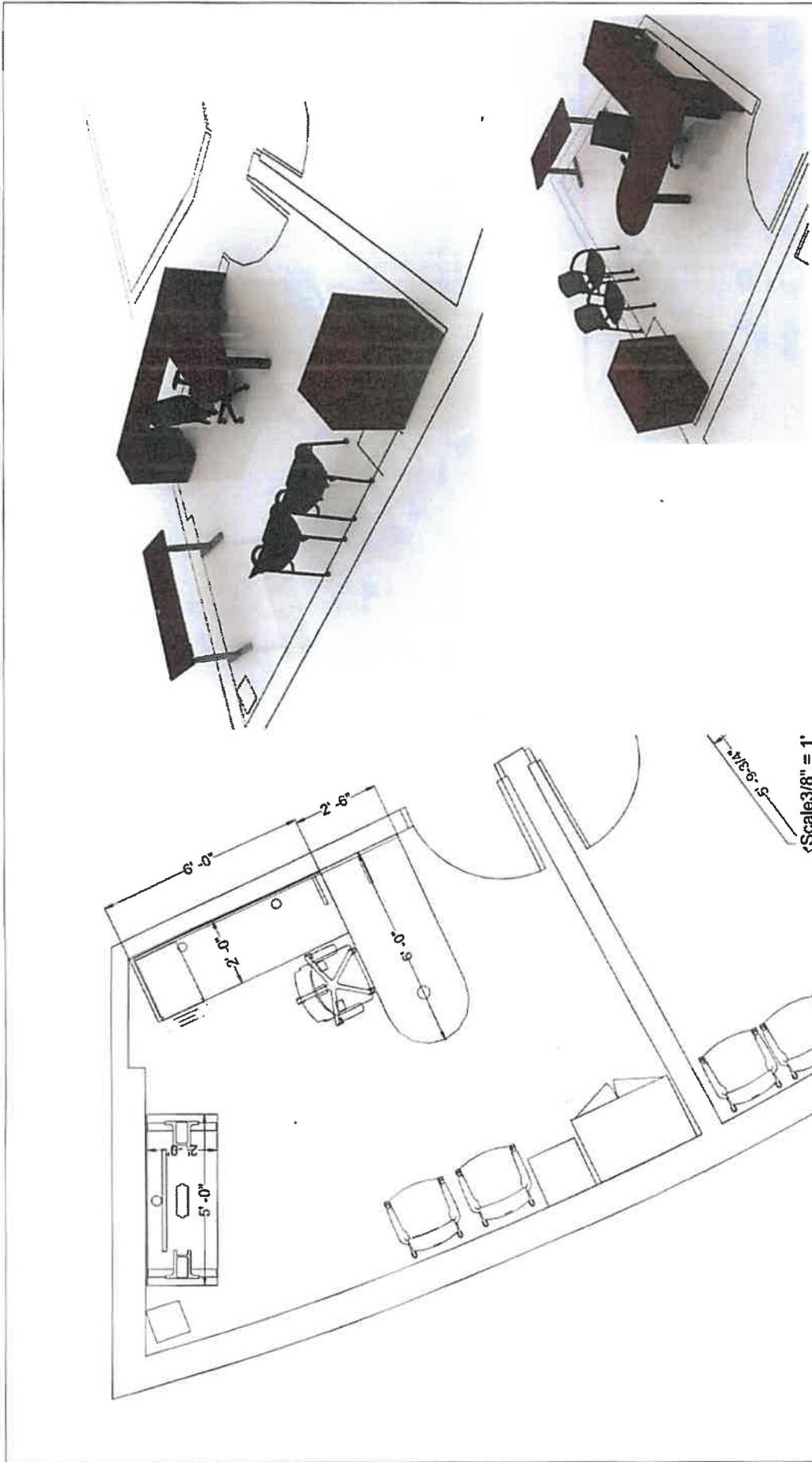
Signature: _____

Printed Name: _____

George Kucwara

George Kucwara

Date: 10-13-22



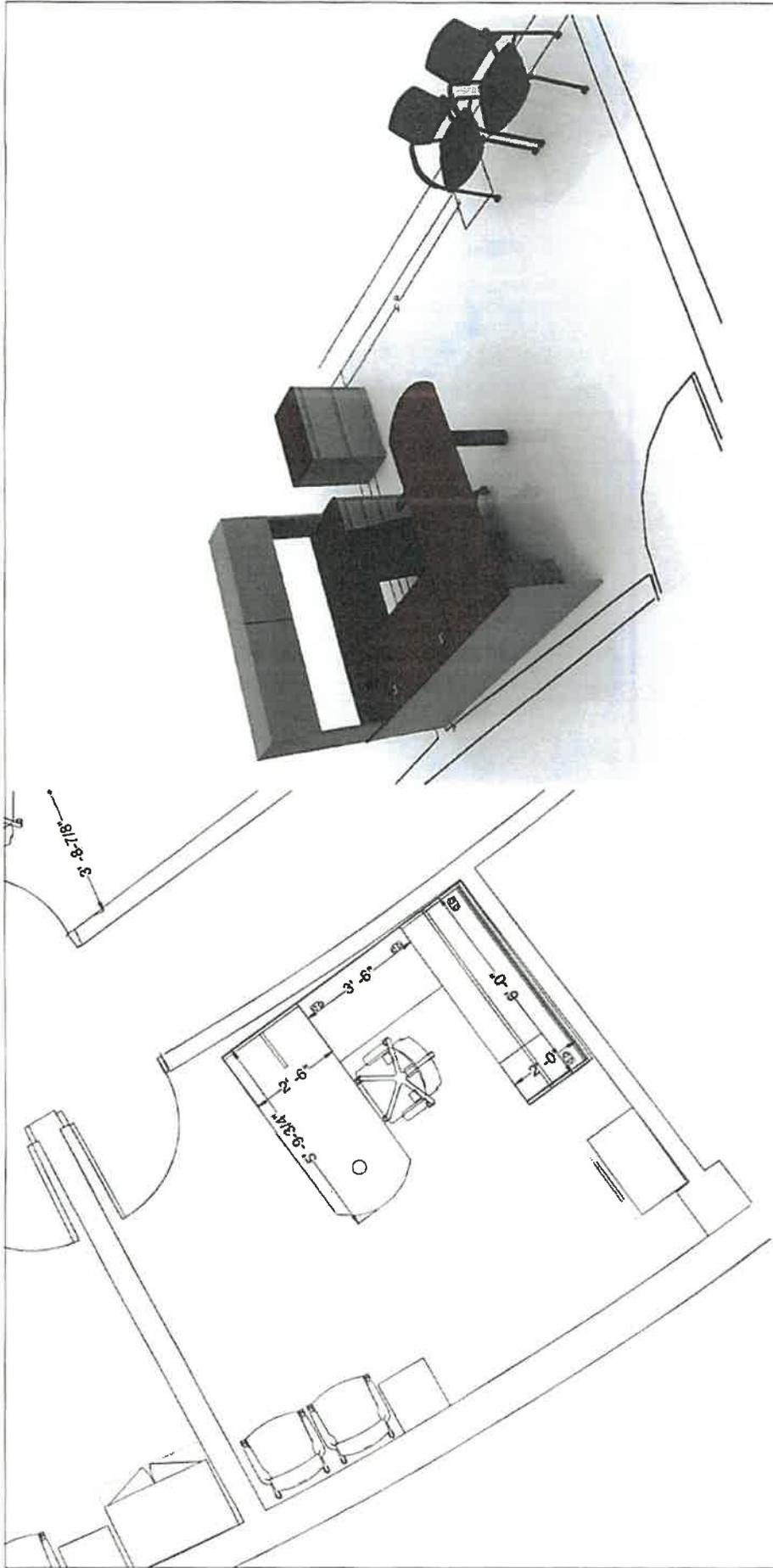
ML Midwest Office Interiors
 10330 Arroyo Verde Drive - Suite 800,
 Woodbury, CA 92591
 Main Phone: 951.504.1200
 www.midwestoffice.com

**VILLAGE OF ORLAND PARK - FINANCE DEPT
 DIRECTOR'S OFFICE
 HON 10500 SERIES**

Page/Sheet: 1/3
 Account Exec: J MCNULEY
 Designer: trousonelol
 Print Date: 9/22/2022

PROJECT DESCRIPTION: [REDACTED]

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Scale 3/8" = 1'



VILLAGE OF ORLAND PARK - FINANCE DEPT
 ASSISTANT DIRECTOR'S OFFICE
 HON 38000 SERIES

Page/Sheet: 2/3
 Account Exec: J.MCNUITY
 Designer: trosoneles
 Print Date: 9/22/2022

REV. REVISION DESCRIPTION

REV. DATE

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 Midwest Director, Inc.



PROPOSAL

Date: 9/16/2022

10330 Argonne Woods Drive, Ste. 600
Woodridge, IL 60517

John McNulty
Senior Account Executive
Midwest Office Interiors
10330 Argonne Woods Dr. Ste. 600
Woodridge, IL 60517
630-633-2761
630-783-2143
jmcnulty@midwestofficeinc.com

Bill To:
Marisa Perez
Executive Assistant to the Village
Manager
Village of Orland Park
14700 Ravinia Ave.
Orland Park, IL 60462

Installation Address:
Marisa Perez
Executive Assistant to the Village
Manager
Village of Orland Park
14700 Ravinia Ave.
Orland Park, IL 60462

Part Number		Qty	Sell	Ext Sell
H105014		1	\$ 301.02	\$ 301.02
10500 Series Mod Ped FF 15-5/8Wx18-3/4Dx28H				
\$(L1STD)	Grd L1 Standard Laminates			
.N	Mahogany			
H10503		2	\$ 484.62	\$ 969.24
10500 Series Lateral File Ped 36"W x 20"D x 28"H				
\$(L1STD)	Grd L1 Standard Laminates			
.N	Mahogany			
H10524LEP		1	\$ 126.08	\$ 126.08
15-3/4Wx23-7/8Dx28-1/2H L-Shaped End Panel				
\$(L1STD)	Grd L1 Standard Laminates			
.N	Mahogany			
H10570		1	\$ 169.81	\$ 169.81
10500 Series Bridge 47W x 24D x 29-1/2H				
\$(L1STD)	Grd L1 Standard Laminates			
.N	Mahogany			
N	Mahogany			
H105897R		1	\$ 571.69	\$ 571.69
10500 Series 66Wx30Dx29-1/2H Sgl Ped DskRH B/B/FRectTop				
\$(L1STD)	Grd L1 Standard Laminates			
.N	Mahogany			
N	Mahogany			
H105R2466		1	\$ 154.05	\$ 154.05
66Wx24D Rectangle Worksurface				

Part Number		Qty	Sell	Ext Sell
\$(L1STD)	Grd L1 Standard Laminates			
.N	Mahogany			
N	Mahogany			
H105R2472		1	\$ 159.57	\$ 159.57
72Wx24D Rectangle Worksurface				
\$(L1STD)	Grd L1 Standard Laminates			
.N	Mahogany			
N	Mahogany			
HLSLZ5SC66		1	\$ 52.80	\$ 52.80
54"W External Stiffener				
.P	Color: Black			
HLSLZ5SC72		1	\$ 57.13	\$ 57.13
60"W External Stiffener				
.P	Color: Black			
H105380		1	\$ 324.66	\$ 324.66
10500 Series Wall Mounted Storage Cab 30"W x 14-5/8"D				
\$(L1STD)	Grd L1 Standard Laminates			
.N	Mahogany			
N	Mahogany			
H105381K		1	\$ 368.00	\$ 368.00
10500 Series 36"x18 1/2" Wall Mount Storage 2-Dr Locking				
\$(L1STD)	Grd L1 Standard Laminates			
.N	Mahogany			
N	Mahogany			
H105383		1	\$ 408.58	\$ 408.58
10500 Series Wall Mounted Storage Cab 48"W x 14-5/8"D				
\$(L1STD)	Grd L1 Standard Laminates			
.N	Mahogany			
N	Mahogany			
HF23B		7	\$ 16.94	\$ 118.58
Black Removable Lock Core Kit				
.X107E	KEY NUMBER: 107E			
LABOR		1	\$ 625.00	\$ 625.00

Part Number

Qty

Sell

Ext Sell

Delivery and Installation

Total: \$ 4,406.21

Required Deposit:

Terms and Conditions:

Please note: a deposit is required on all furniture orders prior to order placement.

Due to the our vendors' lean manufacturing processes, cancellations or returns are not permitted once the order has been placed.

Estimated lead time is subject to the manufacturer's production / shipping schedule.

Your signature below indicates your acknowledgement of the following: Midwest Office Interiors' terms and conditions, and that the products specified within, are considered "as-requested" by the end user.

Purchase Order: _____

Signature: George Kocawar

Printed Name: George Kocawar

Date: 10-13-22



PROPOSAL

Date: 9/16/2022

10330 Argonne Woods Drive, Ste. 600
Woodridge, IL 60517

John McNulty
Senior Account Executive
Midwest Office Interiors
10330 Argonne Woods Dr, Ste. 600
Woodridge, IL 60517
630-633-2761
630-783-2143
jmcnulty@midwestofficeinc.com

Bill To:
Marisa Perez
Executive Assistant to the Village
Manager
Village of Orland Park
14700 Ravinia Ave.
Orland Park, IL 60462

Installation Address:
Marisa Perez
Executive Assistant to the Village
Manager
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14700 Ravinia Ave.
Orland Park, IL 60462

Part Number		Qty	Sell	Ext Sell
HSDG		2	\$ 44.23	\$ 88.46
Gussets (1 Pr)				
\$(P1)	P1 Paint Opts			
.S	Charcoal			
HWV75AALP		1	\$ 250.10	\$ 250.10
Systems 60x48x24x24 Lft Corner Cove Worksurface Edgebd				
\$(L1STD)	Grd L1 Standard Laminates			
.N	Mahogany			
.N	EDGE: Mahogany			
.S	Grommet: Charcoal			
HSDDL29		1	\$ 63.75	\$ 63.75
29.5"H Corner Desk Leg				
\$(P1)	P1 Paint Opts			
.S	Charcoal			
HSDSL2429F		1	\$ 79.00	\$ 79.00
24"D Support Leg: Freestanding				
\$(P1)	P1 Paint Opts			
.S	Charcoal			
H9190R		1	\$ 617.79	\$ 617.79
Flagship 42W 2-Drw "R" Pull Lateral Flagship 42W 28H 18D				
.X	Omt Core to Order Key Alike			
\$(P1)	P1 Paint Opts			
.S	Charcoal			
HF23C		2	\$ 18.30	\$ 36.60

Part Number	Qty	Sell	Ext Sell
Lock Core Replacement Kit Brushed Chrome			
.X132E KEY NUMBER: 132E			
LABOR	1	\$ 125.00	\$ 125.00
Delivery and Installation			
		Total:	\$ 1,260.70

Required Deposit:

Terms and Conditions:

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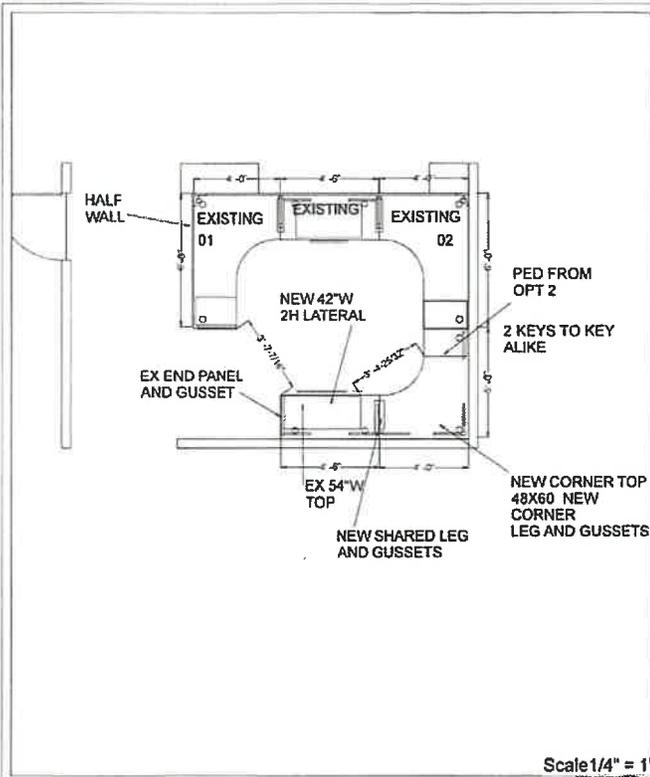
Your signature below indicates your acknowledgement of the following: Midwest Office Interiors' terms and conditions, and that the products specified within, are considered "as-requested" by the end user.

Purchase Order: _____

Signature: _____

Date: _____

Printed Name: _____



Scale 1/4" = 1'



VILLAGE OF ORLAND PARK
ADMIN RECEPTION
ADDITIONAL STATION
NEW AND EXISTING PRODUCT

Page/Sheet	1/1	REV#	DESCRIPTION	DATE
Account Exec:	J. MCNULTY	1	ISSUED FOR CONSTRUCTION	09/15/2022
Designer:	shayden	2	ADD EXISTING AND NEW STATION	09/15/2022
Print Date:	9/15/2022	3	ADD EXISTING AND NEW STATION	09/15/2022
		4	ADD EXISTING AND NEW STATION	09/15/2022
		5	ADD EXISTING AND NEW STATION	09/15/2022

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PROPOSAL

Date: 9/16/2022

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John McNulty
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Orland Park, IL 60462

Installation Address:
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Manager
Village of Orland Park
14700 Ravinia Ave.
Orland Park, IL 60462

Part Number	Qty	Sell	Ext Sell
HF23S Contain Satin Removable Lock Core Kit	4	\$ 22.85	\$ 91.40
.X180E KEY NUMBER: 180E			
HF27S Satin Removable Lock Core Kit	3	\$ 16.94	\$ 50.82
.X180E KEY NUMBER: 180E			
HLED31A 31" LED Light W/PwrSupplyForDaisyChain(STARTER)	1	\$ 231.19	\$ 231.19
HLED31AUO 31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER)	1	\$ 188.49	\$ 188.49
HLSL48TW WM Tackboard for 48W WM Overhead	1	\$ 139.48	\$ 139.48
\$(A) Grd A Fabric			
.APN FABRIC: Appoint			
16 COLOR: Nimbus			
HLSL66TW Tackboard for 66" W Wallmount Tackboard	1	\$ 180.06	\$ 180.06
\$(A) Grd A Fabric			
.APN FABRIC: Appoint			
16 COLOR: Nimbus			
HNL11SUPP 1-1/8Wx10-1/2Dx28-1/2H Support Brace	1	\$ 78.41	\$ 78.41

Part Number		Qty	Sell	Ext Sell
\$(L2STD) .LSW1	Grd L2 Standard Laminates Skyline Walnut			
HNL1548LL		1	\$ 486.98	\$ 486.98
48x15x15 Wall Mount Storage lam lk drs				
.SA	Finish: Satin			
\$(L2STD) .LSW1	Grd L2 Standard Laminates Skyline Walnut			
\$(L2STD) .LSW1	Grd L2 Standard Laminates Skyline Walnut			
HNL1566LL		1	\$ 602.03	\$ 602.03
66x15x15 Wall Mount Storage lam lk drs				
.SA	Finish: Satin			
\$(L2STD) .LSW1	Grd L2 Standard Laminates Skyline Walnut			
\$(L2STD) .LSW1	Grd L2 Standard Laminates Skyline Walnut			
HNL233028PLF		3	\$ 497.23	\$ 1,491.69
30Wx23-1/8Dx28-1/2H Lateral File Pedestal				
.A	Cylinder/Satin			
.X	No Grommet			
\$(L2STD) .LSW1	Grd L2 Standard Laminates Skyline Walnut			
\$(L2STD) .LSW1	Grd L2 Standard Laminates Skyline Walnut			
HNL291628PBBF		1	\$ 400.70	\$ 400.70
15-3/4Wx29-1/8Dx28-1/2H Box/Box/File Pedestal				
.A	Cylinder/Satin			
.X	No Grommet			
\$(L2STD) .LSW1	Grd L2 Standard Laminates Skyline Walnut			
\$(L2STD) .LSW1	Grd L2 Standard Laminates Skyline Walnut			
HNLEP2428L		1	\$ 105.59	\$ 105.59
1-1/8Wx23-1/8Dx28-1/2H End Panel for 24D Left				
.P	Color: Black			
\$(L2STD) .LSW1	Grd L2 Standard Laminates Skyline Walnut			
HNLEP3028L		1	\$ 119.78	\$ 119.78

Part Number		Qty	Sell	Ext Sell
1-1/8Wx29-1/8Dx28-1/2H End Panel for 30D Left				
.P	Color: Black			
\$(L2STD)	Grd L2 Standard Laminates			
.LSW1	Skyline Walnut			
HNLMP7828		1	\$ 160.75	\$ 160.75
78W x 27-7/8H Modesty / Back Panel				
.X	No Grommet			
\$(L2STD)	Grd L2 Standard Laminates			
.LSW1	Skyline Walnut			
HNLMP8410		1	\$ 178.09	\$ 178.09
84W x 10H Modesty / Back Panel				
\$(L2STD)	Grd L2 Standard Laminates			
.LSW1	Skyline Walnut			
HNLMP9028		1	\$ 217.09	\$ 217.09
90W x 27-7/8H Modesty / Back Panel				
.X	No Grommet			
\$(L2STD)	Grd L2 Standard Laminates			
.LSW1	Skyline Walnut			
HNLRC2484		1	\$ 253.74	\$ 253.74
84W x 24D Rectangle Worksurface				
.G	Smooth, Flat			
SW	Skyline Walnut			
.T1	Color: Platinum			
\$(L2STD)	Grd L2 Standard Laminates			
.LSW1	Skyline Walnut			
HNLRC2490		1	\$ 270.28	\$ 270.28
90W x 24D Rectangle Worksurface				
.G	Smooth, Flat			
SW	Skyline Walnut			
.X	No Grommet			
\$(L2STD)	Grd L2 Standard Laminates			
.LSW1	Skyline Walnut			
HNLRC3078		1	\$ 241.92	\$ 241.92
78W x 30D Rectangle Worksurface				
.G	Smooth, Flat			
SW	Skyline Walnut			

Part Number		Qty	Sell	Ext Sell
.T1	Color: Platinum			
\$(L2STD)	Grd L2 Standard Laminates			
.LSW1	Skyline Walnut			
LABOR		1	\$ 812.50	\$ 812.50
Delivery and Installation				
			Total:	\$ 6,300.99

Required Deposit:

Terms and Conditions:

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Due to the our vendors' lean manufacturing processes, cancellations or returns are not permitted once the order has been placed.

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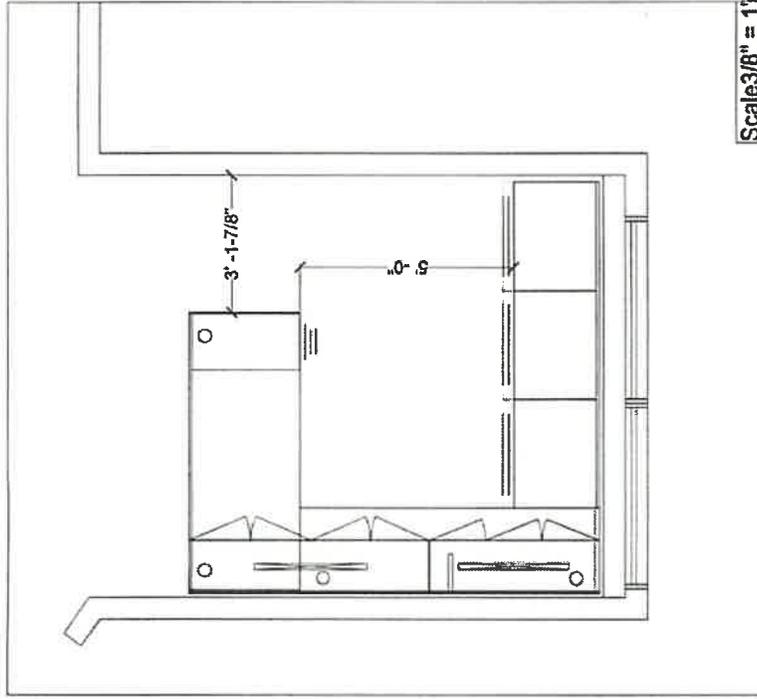
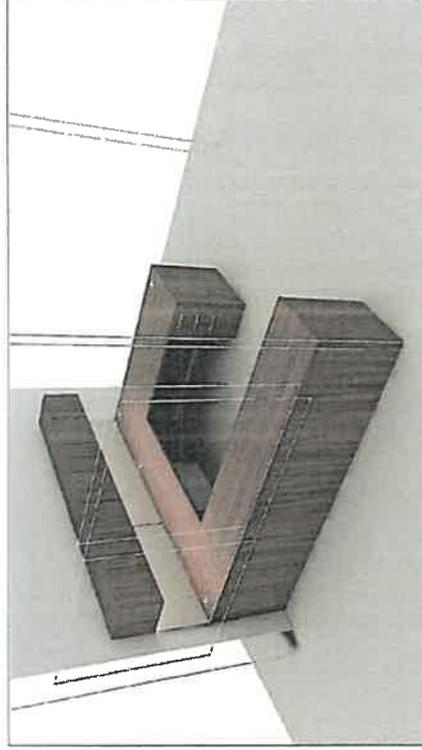
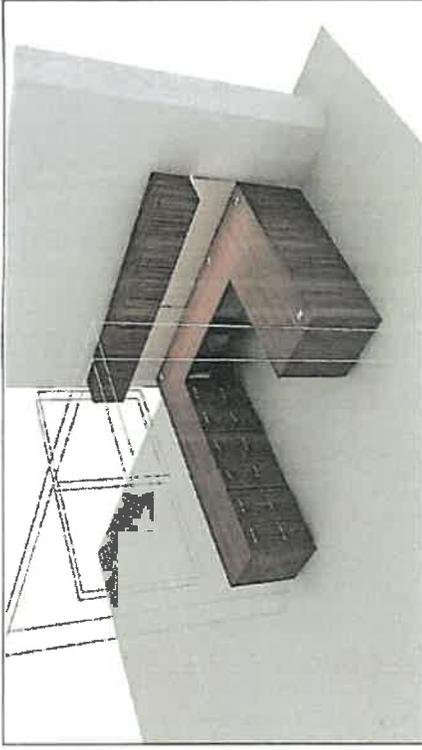
Your signature below indicates your acknowledgement of the following: Midwest Office Interiors' terms and conditions, and that the products specified within, are considered "as-requested" by the end user.

Purchase Order: _____

Signature: George Kazwara

Date: 10-13-22

Printed Name: George Kazwara



Scale 3/8" = 1'



52330 Argonne Woods Drive • Suite 600,
Woodridge, IL 60517
McNulty Design Services, Inc.
www.mcnultydesign.com

Village of Orland Park
Orland Park, IL
Marisa's Desk
HON Concinnity

Page/Sheet	1/1	REV	DESCRIPTION	DATE
Account Exec:	John McNulty	1	Revised desk and cabinet overhead	09/13/2022
Designer:	abelanski			
Print Date:	9/13/2022			

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POLICY NUMBER: BA00000051663Y

COMMERCIAL AUTO**CA-7200
(Ed. 12-14)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

The premium for this endorsement is \$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SUMMARY OF COVERAGES

- I. Section II – Liability Coverage**
 - A. Broad Form Insured**
 - B. Employees as Insureds**
 - C. Liability Coverage Extensions – Supplementary Payments**
 - D. Prejudgment Interest Coverage**
 - E. Amendment of Fellow Employee Liability Exclusion**
 - F. Additional Insured by Contract, Permit or Agreement**

- II. Sections III and IV – Physical Damage Coverage**
 - A. Hired Car Physical Damage**
 - B. Physical Damage Coverage Extensions**
 - a. Transportation Expenses**
 - b. Loss of Use Expenses**
 - c. Extra Expense**
 - C. Personal Effects Coverage**
 - D. Accidental Discharge of Airbag**
 - E. Lease/Loan Gap Coverage**
 - F. Deductible Amendments**
 - G. Towing and Labor**
 - H. Rental Reimbursement**

- III. Sections IV and V – Conditions**
 - A. Notice of and Knowledge of Occurrence**
 - B. Unintentional Failure to Disclose Hazards**
 - C. Hired Car – Coverage Territory**
 - D. Waiver of Subrogation**

- IV. Sections V and VI – Definitions**
 - A. Mental Anguish**
 - B. Additional Definitions**

- V. Cancellation Conditions**

I. SECTION II – LIABILITY COVERAGE is amended as follows:

A. BROAD FORM INSURED

Paragraph 1. of the BUSINESS AUTO COVERAGE FORM and paragraph 3. of the GARAGE COVERAGE FORM, under **Coverage A – Who Is An Insured**, are amended as follows:

1. For covered “autos”, the Named Insured shown in the Declarations is amended to include:

- a. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an “insured” under any other automobile policy or would be an “insured” under such a policy but for its termination or the exhaustion of its Limits of Insurance.
- b. Any organization that is newly acquired or formed by you during the policy period and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership,
 - (2) That is an “insured” under any other automobile policy,
 - (3) That has exhausted its Limits of Insurance under any other automobile policy, or
 - (4) That has been acquired or formed by you for more than 180 days unless you have given us written notice of the acquisition or formation by the end of such 180 day period or the end of the policy period, whichever occurs first.

Coverage does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization, or an “accident” that occurs before or after the end of the policy period.

B. EMPLOYEES AS INSUREDS

For covered “autos”, paragraph 1. of the BUSINESS AUTO COVERAGE FORM and paragraph 3. of the GARAGE COVERAGE FORM, under **Coverage A – Who Is An Insured**, are amended as follows:

Any “employee” of yours while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

C. LIABILITY COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

Supplementary Payments (2) and (4) under paragraphs A.2.a of the BUSINESS AUTO COVERAGE FORM and A.4.a of the GARAGE COVERAGE FORM, are replaced by the following:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings, up to \$500 a day because of time off from work.

D. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to **Section II, LIABILITY COVERAGE, Supplementary Payments** under items A.2.a. of the BUSINESS AUTO COVERAGE FORM and A.4.a. of the GARAGE COVERAGE FORM:

- (7) Prejudgment interest awarded against the “insured” on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

E. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION

Paragraph B.5. **Exclusions – Fellow Employee** does not apply if the “bodily injury” results from the use of a covered “auto” you own or hire. The insurance provided under this provision is excess over any other collectible insurance.

F. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. **Who Is An Insured** of **Section II – Liability Coverage** of the BUSINESS AUTO COVERAGE FORM and A.3.a. and A.3.b. if **Section II – Liability Coverage** of the GARAGE COVERAGE FORM:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a “bodily injury” or “property damage” occurrence is an “insured” for liability coverage. However, with respect to covered “autos”, such person or organization is an insured only to the extent that person or organization qualifies as an “insured” under A.1. **Who is an Insured** of **Section II – Liability Coverage** of the BUSINESS AUTO COVERAGE FORM or A.3. of **Section II – Liability Coverage** of the GARAGE COVERAGE FORM.

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured’s coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

II. SECTION III – PHYSICAL DAMAGE COVERAGE of the BUSINESS AUTO COVERAGE FORM and **SECTION IV – PHYSICAL DAMAGE COVERAGE** of the GARAGE COVERAGE FORM are amended by adding the following:

A. HIRED CAR PHYSICAL DAMAGE

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss or Collision Coverages are provided under this Coverage Form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire, subject to the following limit and applicable deductible:

The most we will pay for any one “accident” or “loss” to any hired “auto” is the lesser of:

1. the actual cash value of the hired “auto”. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total “loss”;
2. the cost to restore the hired “auto” to its “pre-accident physical condition”; or
3. \$50,000.

If a repair or replacement part restores the hired “auto” to better than its “pre-accident physical condition” we will not pay for the amount of the “betterment”.

The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. No deductible applies to “loss” caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

B. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Paragraph 4. – **Coverage Extension of A. Coverage** of the BUSINESS AUTO COVERAGE FORM and paragraph 3. – **Coverage Extension – Loss of Use Expenses** of Coverage A. **Coverage** of the GARAGE COVERAGE FORM is replaced by the following:

Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,500 for temporary expense incurred by you because of the total theft of a covered “auto”. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy’s expiration, when the covered “auto” is returned to use or we pay for its “loss.”

b. Loss of Use Expenses

For Hired Auto, Physical Damage, we will pay expenses for which an “insured” becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered “auto”;
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered “auto”; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered “auto.”

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

c. Extra Expense

We will also pay for the expense of returning a stolen covered “auto” to you.

C. PERSONAL EFFECTS COVERAGE

The following paragraph is added as **A.5.** of the BUSINESS AUTO COVERAGE FORM and **A.4.** of the GARAGE COVERAGE FORM, **Personal Effects Coverage**:

5. We will pay up to \$500 for “loss” to wearing apparel and other personal effects which are:

- a. owned by an “insured”; and
- b. in or on your covered “auto”.

This coverage applies only in the event of a total theft of your covered “auto.” No deductible applies to this coverage.

D. ACCIDENTAL DISCHARGE OF AIRBAG

The following is added to **Section B. Exclusions**:

However, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

E. LEASE/LOAN GAP COVERAGE

If a long term leased or financed "auto" is a covered "auto", we will pay, in the event of a total "loss", your additional legal obligation to the lessor or financial institution for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease or loan.

"Outstanding balance" means the amount you owe on the lease or loan at the time of "loss" less any amounts:

1. representing taxes;
2. overdue payments;
3. penalties, interest or charges resulting from overdue payments;
4. additional mileage charges;
5. excess wear and tear charges;
6. lease termination fees;
7. security deposits not refunded by the lessor or financial institution;
8. costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
9. carry-over balances from previous loans or leases;
10. final payment due under a "balloon loan";
11. the dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto"; and
12. any refunds payable or paid to you as a result of the early termination of a lease or loan agreement or as a result of the early termination of any warranty or extended agreement on a covered a "auto."

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

"Balloon loan" is a loan with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

F. DEDUCTIBLE AMENDMENTS

The following are added to paragraph **D. Deductible** of the BUSINESS AUTO COVERAGE FORM:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

G. TOWING AND LABOR

We will pay up to the following limits for towing and labor costs incurred each time a covered "auto" of the private passenger type or light truck is disabled:

1. \$100 for a covered "auto" rated and classified as a private passenger type vehicle.
2. \$150 for a covered "auto" rated and classified as a light truck type. For the purpose of this coverage light trucks are defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacture as the maximum loaded weight the auto is designed to carry.

However, the labor must be performed at the place of disablement.

H. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage Item A. Coverage of the BUSINESS AUTO COVERAGE FORM or **Section IV – Physical Damage Coverage Item A. Coverage** of the GARAGE COVERAGE FORM is amended by adding the following:

This coverage applies only to a covered “auto” rated and classified as a private passenger or light truck type as follows:

1. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type “auto” because of “loss” to a covered private passenger or light truck type “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type “auto”. We will pay only for those covered “autos” for which you carry comprehensive and collision coverage. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto”. No deductibles apply to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered private passenger or light truck type “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type “auto” and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred, or
 - b. \$50 per day, up to a maximum of \$1,500.
4. This coverage does not apply while there are spare or reserve private passenger or light truck type “autos” available to you for your operations.
5. If “loss” results from the total theft of a covered “auto” of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under **Section III – Physical Damage Coverage, A. Coverage, 4. Coverage Extension**.

For purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacture as the maximum loaded weight the auto is designed to carry.

III. SECTION IV – BUSINESS AUTO CONDITIONS and SECTION V – GARAGE CONDITIONS are amended as follows:

A. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

1. Your obligation in paragraph **A.2.a., Loss Conditions – Duties in the Event of Accident, Claim, Suit or Loss**, relative to notification requirements applies only when the “accident” or “loss” is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. A member, if you are a Limited Liability Company; or
 - d. An executive officer or insurance manager, if you are a corporation.
2. Your obligation in paragraph **A.2.b., Loss Conditions – Duties in the Event of Accident, Claim, Suit or Loss** relative to providing us with documents concerning a claim or “suit” will not be considered breached unless the breach occurs after such claim or “suit” is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. A member, if you are a Limited Liability Company; or
 - d. An executive officer or insurance manager, if you are a corporation.

B. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to paragraph **B.2. General Conditions – Concealment, Misrepresentation or Fraud**:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

C. HIRED CAR – COVERAGE TERRITORY

Item (5).(a) of paragraph B.7. **General Conditions – Policy Period, Coverage Territory** is replaced by the following:

(5).(a) A covered “auto” is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

D. WAIVER OF SUBROGATION

The Transfer of Rights of Recovery Against Others To Us Loss Condition is amended by adding the following:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract or agreement executed prior to any “accident” because of payments we make for damages under this coverage form.

IV. SECTION V – DEFINITIONS of the BUSINESS AUTO COVERAGE FORM and **SECTION VI – DEFINITIONS** of the GARAGE COVERAGE FORM are amended as follows:

A. MENTAL ANGUISH

The definition of “bodily injury” in the DEFINITIONS section is replaced by the following:

“Bodily Injury” means bodily injury, sickness or disease sustained by any person, including mental anguish and death resulting from any of these.

B. ADDITIONAL DEFINITIONS

The following definitions are added:

“Betterment” means the amount of increase to the pre-damaged or pre-loss cash value of an “auto” attributed to the use of replacement parts which are of a type that are normally subject to repair and replacement during the useful life of an “auto” including but not limited to tires and batteries.

“Pre-accident physical condition” means the operational safety, function and appearance of the “auto” immediately prior to when the damage in question was sustained.

V. CANCELLATION CONDITION

Paragraph A.2. of the **COMMON POLICY CONDITION – CANCELLATION** applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CG-2038 (Ed. 4-13) AI - Owners, Lessees or Contr - Auto Status for Oth Parties When Req Wtn Const Agrmt

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:

1. 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; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) 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:

- a. Your acts or omissions; or
 - b. 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 described above:

- a. Only applies to the extent permitted by law; and
- b. 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 the person or organization described in Paragraph 1. above 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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

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 described in Paragraph A.1.; 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.

CG-2038

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CG-2037 (Ed. 7-04) Addl Insd - Owners, Lessees, or Contr - Completed
Operations (blanket use)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s): Applies to any person or organization when required in a written contract.

Location And Description Of Completed Operations: Applies to all locations and all completed operations where the insured has performed work.

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".

CG-2037

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ENHANCEMENT PLUS ENDORSEMENT – ILLINOIS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is a summary of the additional coverages and Limits of Insurance provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page Number
Advertising Injury Redefined	Included	2
Blanket Additional Insured – Automatic Status When Required in Agreement With You	Included	2
Blanket Additional Insured – Broad Form Vendors	Included	3
Blanket Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	3
Blanket Additional Insured – Managers or Lessors of Premises	Included	4
Blanket Additional Insured – Permits	Included	5
“Borrowed Equipment” Property Damage Liability	Included	5
Damage to Premises Rented to You	\$500,000	6
Elevator Property Damage Liability	\$5,000 per occurrence/\$10,000 annual aggregate	6
Expected and Intended Injury	Included	6
Incidental Medical Malpractice Liability	Included	6
Insured Contract definition amended	Included	7
Knowledge and Notice of Occurrence or Offense	Included	7
Liberalization	Included	7
Medical Payments	\$15,000	8
Mental Anguish – Bodily Injury Redefined	Included	8
Mobile Equipment Redefined	Included	8
Newly Formed or Acquired Organizations	180 days	8
Non-Duplication of Benefits	Included	8
Non-Owned Aircraft	Included	8
Non-Owned Watercraft	Less than 51 feet	8
Personal Injury – Broad Form	Included	8
Supplementary Payments	\$5,000 bail bonds, \$500 per day expenses	9
Unintentional Failure to Disclose Hazards	Included	9
Voluntary Property Damage	\$25,000 per occurrence/\$50,000 annual aggregate	9
Waiver of Transfer of Rights of Recovery Against Others	Included	10

1. ADVERTISING INJURY REDEFINED

Paragraphs 14.d. and e. of **Section V – Definitions** are amended by the following:

Personal and advertising injury means injury including consequential “bodily injury” arising out of one or more of the following offenses:

- d. Oral, written, televised or videotaped 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, written, televised or videotaped publication in any manner of material that violates a person’s right to privacy;

Paragraphs b. and c. of **2. Exclusions** under **Coverage B – Personal and Advertising Injury Liability** are replaced by the following:

- b. “Personal and advertising injury” arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- c. “Personal and advertising injury” arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period;

2. BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN AGREEMENT WITH YOU

A. Section II – Who Is An Insured is amended to include as an insured any person or organization for whom “you” are performing operations, only as specified under a written contract or agreement that requires 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 caused, in whole or in part, by the acts or omissions of the “Named Insured” in the performance of the “Named Insured’s” ongoing operations for the additional insured but only as specified under the written contract or agreement. A person’s or organization’s status as an insured under this endorsement ends the earlier of when “your” on-going operations for that insured are completed or when “you” no longer are contractually required to include such person or organization as an additional insured under “your” policy.

B. The insurance provided to an additional insured by this Blanket Additional Insured – Automatic Status When Required In Agreement With You coverage is limited as follows:

1. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the “Named Insured” to which the additional insured is entitled to be indemnified by the “Named Insured” pursuant to the written contract or agreement referenced in Paragraph **A.** above and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the “Named Insured” for the claim of the third party.
2. The limits of insurance are those set forth in the policy and Declarations or those specified in the written contract, lease, sublease or agreement referenced in Paragraph **A.** above, whichever is less.

C. With respect to the insurance afforded to additional insured, the following exclusions are added:

2. Exclusions

- a. This insurance does not apply if the written contract or agreement referenced in Paragraph **A.** above was not executed by the “Named Insured” prior to the “occurrence” giving rise to the additional insured’s potential liability.
- b. This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.

D. Other Insurance

1. If specifically required by the written contract or agreement referenced in Paragraph **A.** above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract or agreement does not require this coverage to be primary and the additional insured’s coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph **D.1.** are met establishing this coverage as primary and the additional insured’s coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

E. Definitions

Solely for purposes of the insurance afforded to an additional insured by this additional insured coverage:

“Named Insured” is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

“You” or “your” means a “Named Insured” as defined above.

3. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) which or who is or are a vendor of “your products” with whom you agreed under a written contract or agreement to add as an additional insured to your policy, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business, subject to the following additional exclusions:

- a. The insurance afforded the vendor does not apply to:
 - (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) “Bodily injury” or “property damage” arising out of the negligent acts or omissions, including but not limited to the failure to warn, of the vendor or its employees or anyone else acting on its behalf unless such “bodily injury” or “property damage” was caused in whole or in part by you or any person or organization acting on your behalf. However, this exclusion does not apply to:
 - a. The exceptions contained in Subparagraphs (4) or (6); or
 - b. Such inspections, adjustments, tests or servicing as the vendor has agreed with you to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (9) “Bodily injury” or “property damage” that occurs before the execution by all parties of the contract or agreement referred to above.
- b. The insurance provided to such additional insured vendor by this coverage is further limited as follows:
 - (1) The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury” or “property damage” to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Broad Form Vendors coverage.
 - (2) The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above, whichever is less.
- c. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. Other Insurance
 - (1) If specifically required by the written contract or agreement referenced above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If a written contract does not require this coverage to be primary and the additional insured’s coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
 - (2) Even if the requirements of paragraph d. (1) are met establishing this coverage as primary and the additional insured’s coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

4. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment pursuant to a written contract or agreement that requires that such person or organization be added as an additional insured on your policy. Such person or organization is an insured 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.

A person’s or organization’s status as an additional insured under this coverage ends the earlier of when their contract or agreement with you pertaining to such leased equipment ends or the end of the policy period.

- B. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place or begins before the first effective date of the equipment lease or which takes place or begins after the equipment lease expires.
- C. With respect to the insurance afforded to an additional insured, the following additional exclusion applies:
This insurance does not apply to "bodily injury", "property damage" or "personal or advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.
- D. The insurance provided to such lessor of leased equipment additional insured by this Blanket Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You coverage is further limited as follows:
 - 1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You endorsement.
 - 2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced in Section A. above, whichever is less.
- E. Other Insurance
 - 1. If specifically required by the written contract or agreement referenced in Paragraph A. above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
 - 2. Even if the requirements of paragraph E.1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

5. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

- A. **SECTION II – Who Is An Insured** is amended to include as an insured any manager or lessor of premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you pursuant to a "written contract" that requires that such manager or lessor be added as an additional insured on your policy.
- B. This insurance for such manager or lessor additional insured does not apply to:
 - 1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - 2. Structural alterations, new construction or demolition operations performed by or for the additional insured.
 - 3. Any "occurrence" giving rise to the additional insured's potential liability which begins before "the written contract" is executed by all parties to the "written contract".
 - 4. Liability of an additional insured for "bodily injury", "property damage" and "personal and advertising injury" unless such "bodily injury", "property damage" and "personal and advertising injury" is caused, in whole or in part, by acts or omissions of the Named Insured or those acting on behalf of the Named Insured.
 - 5. The additional insured's obligation to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.
- C. The insurance provided to such manager and lessor additional insured by this Blanket Additional Insured – Managers Or Lessors Of Premises coverage is further limited as follows:
 - 1. The manager or lessor insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Managers Or Lessors Of Premises coverage.
 - 2. The limits of insurance are those set forth in the policy Declarations or those specified in the "written contract", whichever is less.
- D. For the purpose of this coverage only, the term "written contract" means a written contract or agreement between you and the additional insured which specifies the terms and conditions governing your lease of the premises and which requires that such person or organization be added as an additional insured on your policy.

E. Other Insurance

1. If specifically required by the "written contract", any coverage provided by this additional insured coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph E.1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

6. BLANKET ADDITIONAL INSURED – PERMITS

A. Section II – Who Is An Insured is amended to include as an additional insured the federal government or any state or municipality or any political sub-division or governmental agency thereof, when you and such entity, subdivision or agency have agreed in writing in a contract or agreement that such entity, subdivision or agency be added as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you for on-going operations being performed by you or on your behalf for which the federal government or any state or municipality or any political subdivision or governmental agency thereof has issued a permit or authorization.

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

This insurance does not apply to:

1. Any "occurrence" which takes place before the effective date of the permit;
2. Any "occurrence" which takes place after the permit or authorization expires, or the end of the policy period, whichever occurs first;
3. "Bodily injury", "property damage" or "personal and advertising injury" arising out of on-going operations being performed for the federal government, or any state or municipality or any political subdivision or governmental agency;
4. "Bodily injury" or "property damage" included within the "products-completed operations hazard";
5. "Bodily injury", "property damage" or "personal and advertising injury" on account of which the additional insured is obligated to pay damages by reason of the additional insured's assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.

C. The insurance provided to such additional insured by this Blanket Additional Insured – Permit coverage is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Permits coverage.
2. The limits of insurance are those set forth in the policy Declarations or in the written contract or agreement referenced in paragraph A. above or those specified in the permit or authorization referenced in paragraph A. above, whichever is less.

D. Other Insurance

1. If specifically required by the permit or authorization referenced in paragraph A. above or by the written contract or agreement referenced in paragraph A. above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the permit or authorization does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph D.1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

7. "BORROWED EQUIPMENT" PROPERTY DAMAGE LIABILITY

Paragraphs (3) and (4) of Exclusion j. of **Section I – Coverage A** do not apply to "property damage" to "borrowed equipment".

The limit of insurance for "borrowed equipment" coverage provided by this section 7. is \$5,000 for any one "occurrence" and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater.

For purposes of this paragraph, "borrowed equipment" is equipment which is temporarily in your care, custody and control with the consent of the owner and does not include equipment that is leased to you under a lease agreement.

The annual aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless that policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregate limit.

Any and all damages paid under the terms and conditions of this "Borrowed Equipment" Property Damage Liability coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.

The following is added to **Section IV, Condition 4. Other Insurance**, paragraph **b. Excess Insurance**:

This "borrowed equipment" insurance is excess over any other valid and collectible property insurance (including any deductible) whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

8. DAMAGE TO PREMISES RENTED TO YOU COVERAGE

a. The last paragraph of **Section I – Coverage A** (after the exclusions) is replaced by the following:

Exclusions **c. through n.** do not apply to "property damage" to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**. This limit will apply to all damage proximately caused by the same event.

b. The first full paragraph immediately following exclusion **j.(6)** under **j. Damage to Property of 2. Exclusions** under **Coverage A** of **Section I** is deleted in its entirety.

c. Paragraph **6.** under **Section III – Limits of Insurance** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, including the contents of such premises, while rented to you or temporarily occupied by you with permission of the owner.

d. The Damage to Premises Rented to You Limit in paragraph **6.** of **Section III – Limits of Insurance** is the greater of \$500,000 or the amount shown in the Declarations for the Damage to Premises Rented to You Limit and is the most we will pay, subject to paragraph **5.** of **Section III – Limits of Insurance**, under **Coverage A** for damages because of "property damage" to any one premises, including the contents of such premises while rented to you or temporarily occupied by you with permission of the owner.

9. ELEVATOR PROPERTY DAMAGE LIABILITY

Paragraph **(6)** of exclusion **j.** of **Section I – Coverage A** does not apply to the use of elevators.

The limit of insurance for Elevators Coverage provided by this section 9 is \$5,000 any one occurrence and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater.

The aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless that policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregate limit.

The following is added to **Section IV, Condition 4. Other Insurance**, paragraph **b. Excess Insurance**:

This Elevator property damage liability insurance is excess over any other valid and collectible property insurance (including any deductible) whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

10. EXPECTED OR INTENDED INJURY

Exclusion **a.** of **Section I – Coverage A** is replaced by the following:

a. "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. INCIDENTAL MEDICAL MALPRACTICE LIABILITY

a. Paragraph **2.a.(1)d.** of **Section II – Who Is An Insured** does not apply to nurses, emergency medical technicians or paramedics employed by you arising out of his or her providing or failing to provide professional health care services, but only if such healthcare services are within the scope of their employment by you or are related to or arise out of the conduct of your business.

b. This coverage does not apply if you are engaged in the business or occupation of providing professional health care services.

12. INSURED CONTRACT

Paragraph 9. of **Section V – Definitions** is replaced by the following:

9. “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 to premises, or the contents thereof, while rented to you or temporarily occupied by you 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 your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for “bodily injury” or “property damage” to a third person or organization, provided the “bodily injury” or “property damage” is caused, in whole or in part, by you or by those acting on your behalf. 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; or

(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.

13. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

A. The requirement in **Section IV CONDITIONS, Paragraph 2.a. Duties in the Event of Occurrence, Offense, Claim or Suit** that you must see to it that we are notified of an “occurrence” or offense will not be considered breached unless the breach occurs after the “occurrence” or offense is known to:

1. You, or your spouse, if you are an individual;
2. You, an “executive officer”, director, or stockholder, if you are a corporation;
3. A partner, member, or their spouses if you are a partnership or joint venture;
4. You, a member, or your managers, if you are a limited liability company;
5. You, or a trustee, if you are a trust;
6. An “employee” who is either designated by you to give such notice of an “occurrence” or offense (such as an insurance, loss control or risk manager or administrator) or a manager or supervisor responsible for the operation or oversight of a department, crew, business unit or division.

B. The requirement in **Section IV CONDITIONS, Paragraph 2.b. Duties in the Event of Occurrence, Offense, Claim or Suit** that you must see to it that we receive notice of a claim or “suit” will not be considered breached unless the breach occurs after such claim or “suit” is known to:

1. You, or your spouse, if you are an individual;
2. You, an “executive officer”, director, or stockholder, if you are a corporation;
3. A partner, member, or their spouses if you are a partnership or joint venture;
4. You, a member, or your managers, if you are a limited liability company;
5. You, or a trustee, if you are a trust;
6. An “employee” who is either designated by you to give such notice of an “occurrence” or offense (such as an insurance, loss control or risk manager or administrator) or a manager or supervisor responsible for the operation or oversight of a department, crew, business unit or division.

C. Knowledge by any other “employee” of an “occurrence”, offense, claim or “suit” does not imply that you also have such knowledge unless and until such time as any person listed in **A.** or **B.** above would reasonably be expected to have obtained knowledge of such “occurrence”, offense, claim or “suit” through the exercise of reasonable diligence.

14. LIBERALIZATION

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

15. MEDICAL PAYMENTS

If **Coverage C – Medical Payments Coverage** is not otherwise excluded from the Commercial General Liability Coverage Form, the Medical Expense Limit is changed, subject to all the terms of **Section III – Limits of Insurance**, to the greater of:

- a. \$15,000; or
- b. The Medical Expense limit shown in the declarations of the Commercial General Liability Coverage Form.

16. MENTAL ANGUISH – BODILY INJURY REDEFINED

The definition of “bodily injury” in **Section V – Definitions** is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

17. MOBILE EQUIPMENT REDEFINED

Under **Section V – Definitions**, Item **12**, Paragraph **f.(1)(a)**, **(b)** and **(c)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

18. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- a. In paragraph **3.a.** of **Section II – Who Is An Insured**, 90th day is changed to 180th day.
- b. This provision does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Commercial General Liability Coverage Form or by any applicable endorsement.

19. NON-DUPLICATION OF BENEFITS

No one will be entitled to receive duplicate payments for the same elements of loss under any of the coverages provided by the Commercial General Liability Coverage form, this endorsement, or any other applicable endorsement.

20. NON-OWNED AIRCRAFT

Exclusion **g.** of **Section I – Coverage A** does not apply to an aircraft provided:

- (a) It is hired, chartered or loaned with a paid crew;
- (b) It is not owned by an insured;
- (c) The pilot in command holds a currently effective license for the particular aircraft being flown, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial airline pilot; and
- (d) It is not being used by the insured to carry persons or property for a charge.

The following is added to **Section IV, Condition 4. Other Insurance**, paragraph **b. Excess Insurance**:

This Non-owned Aircraft insurance is excess over any other valid and collectible property insurance whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

21. NON-OWNED WATERCRAFT

Paragraph **(2)** of Exclusion **g.** of **Section I – Coverage A** is deleted and replaced with the following:

- (2)** A watercraft you do not own that is:
 - a. Less than 51 feet long; and
 - b. Not being used by the insured to carry persons or property for a charge.

22. PERSONAL INJURY – BROAD FORM

- a. Paragraph **14.b.** of **Section V – Definitions** is replaced by the following:
 - b. Malicious prosecution or abuse of process;
- b. Definition **14** of **Section V – Definitions** is amended by the addition of the following:
 - h. Wrongful discrimination or humiliation that results in injury to the feeling or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not the result of acts or omissions of:
 - (a) The insured;
 - (b) Any executive officer, director, stockholder, partner or member of the insured; or
 - (c) Anyone acting at the direction of anyone listed in (a) and (b) above done with the intent or the reasonable expectation that such acts or omissions will result in wrongful discrimination or humiliation to another person; and
 - (2) Not directly or indirectly related to employment related practices, or the prospective employment or termination of employment or demotion of any person or person(s) by an insured.

- c. Paragraphs a. and b. above do not apply if **Coverage B Personal and Advertising Injury Liability** is excluded either by the provision of the Commercial General Liability Coverage form or by endorsement.

23. SUPPLEMENTARY PAYMENTS

Paragraphs b. and d. of Supplementary Payments – **Section I Coverage A and B** are replaced by the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the “bodily injury” coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added under paragraph 6. of **Section IV – CONDITIONS**:

- d. Your failure to disclose all hazards existing as of the inception date of the policy shall not in itself prejudice the coverage otherwise afforded by this policy, provided such failure to disclose all hazards is not intentional.

25. VOLUNTARY PROPERTY DAMAGE

A. INSURING AGREEMENT

Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE of the COMMERCIAL GENERAL LIABILITY COVERAGE PART**, we will pay, at your request, without regard to liability, for “property damage” to the property of others provided:

- 1. Such “property damage” occurs while such property is in your care, custody or control, or property of others over which you are, for any purpose, exercising physical control; and
- 2. Such “property damage” arises out of “your work” away from premises owned by, rented to, or occupied by you.

B. ADDITIONAL CONDITIONS

The insurance afforded by paragraph **A. INSURING AGREEMENT** of this endorsement is subject to the following additional terms and conditions:

- 1. Subject to a \$50,000 Annual Aggregate, the most we will pay for Voluntary Property Damage because of “property damage”, to which the coverage provided by this Voluntary Property Damage coverage applies, arising out of any one “occurrence” is a \$25,000 “Occurrence” Limit regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.

The “Occurrence” Limit is included within and is not in addition to the Each Occurrence Limit applicable to **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**.

- 2. The Annual Aggregate of this Voluntary Property Damage coverage is the most we will pay for all “property damage” to which the Voluntary Property Damage coverage provided by this endorsement applies.
- 3. The Annual Aggregate applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Annual Aggregate.
- 4. Any and all damages paid under the terms and conditions of this Voluntary Property Damage coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
- 5. Our obligation under this endorsement to pay damages on your behalf applies only to the amount of damages in excess of \$500. The deductible amount applies to all damages because of “property damage” as the result of any one “occurrence” regardless of the number of persons or organizations who sustain damages because of that “occurrence”.
 - a. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any “suits” seeking those damages; and
 - (2) Your duties in the event of any “occurrence”, claim or “suit”;apply irrespective of the application of the deductible amount.
 - b. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

6. Settlement – In the event of loss covered by this Voluntary Property Damage coverage, you shall, if requested by us, replace the property or furnish the labor and materials necessary for the repairs thereto at actual cost to you, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become our property. Payment hereunder shall not constitute an admission of your liability or, except as stated herein, of ours.
7. The insurance provided by this coverage is excess over any valid and collectible property insurance (except the deductible portion thereof) available to the insured, such as, but not limited to, Building coverage, Personal Property coverage, Builder's Risk coverage, Installation Risk coverage, or similar coverage. The Other Insurance Condition of your policy is amended accordingly.

C. EXCLUSIONS

Solely for the purposes of the insurance afforded by this endorsement, Paragraph 2. **EXCLUSIONS of SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended as follows:

1. Subparagraphs (3), (4) and (5) of Exclusion j. Damage to Property do not apply to the extent that coverage is provided by Paragraph A. **INSURING AGREEMENT** of this coverage.
2. The following exclusions are added:

The insurance provided by this coverage does not apply to "property damage":

 - a. To personal property held by you for servicing, repair, storage or sale at premises owned by, rented to or occupied by you.
 - b. To any property if the work out of which the damage arises was performed on your behalf by a subcontractor.
 - c. To property owned by, or rented by, an insured or any "employee" of the insured.
 - d. To property that is money and securities.
 - e. Included within the "explosion hazard", the "collapse hazard", or the "underground property damage hazard", unless such coverage is provided by the policy to which this endorsement is attached.

All other Exclusions, Terms and Conditions of the Policy to which this Voluntary Property Damage coverage is attached continue to apply.

D. DEFINITIONS

The following additional definitions apply:

"Explosion hazard" includes property damage arising out of blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

"Collapse hazard" includes "structural property damage" and any resulting "property damage" to any other property at any time.

"Structural property damage" means the collapse of or structural injury to any building or structure due to:

- (a) grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or
- (b) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.

"Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.

"Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by or occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving.

26. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

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 any person or organization for whom 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 agreement.

This provision does not apply to any written contact formed or executed after performance has begun.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ENHANCEMENT PLUS ENDORSEMENT – ILLINOIS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is a summary of the additional coverages and Limits of Insurance provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page Number
Advertising Injury Redefined	Included	2
Blanket Additional Insured – Automatic Status When Required in Agreement With You	Included	2
Blanket Additional Insured – Broad Form Vendors	Included	3
Blanket Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	3
Blanket Additional Insured – Managers or Lessors of Premises	Included	4
Blanket Additional Insured – Permits	Included	5
“Borrowed Equipment” Property Damage Liability	Included	5
Damage to Premises Rented to You	\$500,000	6
Elevator Property Damage Liability	\$5,000 per occurrence/\$10,000 annual aggregate	6
Expected and Intended Injury	Included	6
Incidental Medical Malpractice Liability	Included	6
Insured Contract definition amended	Included	7
Knowledge and Notice of Occurrence or Offense	Included	7
Liberalization	Included	7
Medical Payments	\$15,000	8
Mental Anguish – Bodily Injury Redefined	Included	8
Mobile Equipment Redefined	Included	8
Newly Formed or Acquired Organizations	180 days	8
Non-Duplication of Benefits	Included	8
Non-Owned Aircraft	Included	8
Non-Owned Watercraft	Less than 51 feet	8
Personal Injury – Broad Form	Included	8
Supplementary Payments	\$5,000 bail bonds, \$500 per day expenses	9
Unintentional Failure to Disclose Hazards	Included	9
Voluntary Property Damage	\$25,000 per occurrence/\$50,000 annual aggregate	9
Waiver of Transfer of Rights of Recovery Against Others	Included	10

1. ADVERTISING INJURY REDEFINED

Paragraphs **14.d.** and **e.** of **Section V – Definitions** are amended by the following:

Personal and advertising injury means injury including consequential “bodily injury” arising out of one or more of the following offenses:

- d. Oral, written, televised or videotaped 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, written, televised or videotaped publication in any manner of material that violates a person’s right to privacy;

Paragraphs **b.** and **c.** of **2. Exclusions** under **Coverage B – Personal and Advertising Injury Liability** are replaced by the following:

- b. “Personal and advertising injury” arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- c. “Personal and advertising injury” arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period;

2. BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN AGREEMENT WITH YOU

A. Section II – Who Is An Insured is amended to include as an insured any person or organization for whom “you” are performing operations, only as specified under a written contract or agreement that requires 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 caused, in whole or in part, by the acts or omissions of the “Named Insured” in the performance of the “Named Insured’s” ongoing operations for the additional insured but only as specified under the written contract or agreement. A person’s or organization’s status as an insured under this endorsement ends the earlier of when “your” on-going operations for that insured are completed or when “you” no longer are contractually required to include such person or organization as an additional insured under “your” policy.

B. The insurance provided to an additional insured by this Blanket Additional Insured – Automatic Status When Required In Agreement With You coverage is limited as follows:

- 1. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the “Named Insured” to which the additional insured is entitled to be indemnified by the “Named Insured” pursuant to the written contract or agreement referenced in Paragraph **A.** above and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the “Named Insured” for the claim of the third party.
- 2. The limits of insurance are those set forth in the policy and Declarations or those specified in the written contract, lease, sublease or agreement referenced in Paragraph **A.** above, whichever is less.

C. With respect to the insurance afforded to additional insured, the following exclusions are added:

2. Exclusions

- a. This insurance does not apply if the written contract or agreement referenced in Paragraph **A.** above was not executed by the “Named Insured” prior to the “occurrence” giving rise to the additional insured’s potential liability.
- b. This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.

D. Other Insurance

- 1. If specifically required by the written contract or agreement referenced in Paragraph **A.** above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract or agreement does not require this coverage to be primary and the additional insured’s coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
- 2. Even if the requirements of paragraph **D.1.** are met establishing this coverage as primary and the additional insured’s coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

E. Definitions

Solely for purposes of the insurance afforded to an additional insured by this additional insured coverage:

“Named Insured” is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

“You” or “your” means a “Named Insured” as defined above.

3. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) which or who is or are a vendor of “your products” with whom you agreed under a written contract or agreement to add as an additional insured to your policy, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business, subject to the following additional exclusions:

a. The insurance afforded the vendor does not apply to:

- (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) “Bodily injury” or “property damage” arising out of the negligent acts or omissions, including but not limited to the failure to warn, of the vendor or its employees or anyone else acting on its behalf unless such “bodily injury” or “property damage” was caused in whole or in part by you or any person or organization acting on your behalf. However, this exclusion does not apply to:
 - a. The exceptions contained in Subparagraphs (4) or (6); or
 - b. Such inspections, adjustments, tests or servicing as the vendor has agreed with you to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (9) “Bodily injury” or “property damage” that occurs before the execution by all parties of the contract or agreement referred to above.

b. The insurance provided to such additional insured vendor by this coverage is further limited as follows:

- (1) The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury” or “property damage” to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Broad Form Vendors coverage.
- (2) The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above, whichever is less.

c. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

d. Other Insurance

- (1) If specifically required by the written contract or agreement referenced above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If a written contract does not require this coverage to be primary and the additional insured’s coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
- (2) Even if the requirements of paragraph d. (1) are met establishing this coverage as primary and the additional insured’s coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

4. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment pursuant to a written contract or agreement that requires that such person or organization be added as an additional insured on your policy. Such person or organization is an insured 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.

A person’s or organization’s status as an additional insured under this coverage ends the earlier of when their contract or agreement with you pertaining to such leased equipment ends or the end of the policy period.

- B.** With respect to the insurance afforded to an additional insured, this insurance does not apply to any “occurrence” which takes place or begins before the first effective date of the equipment lease or which takes place or begins after the equipment lease expires.
- C.** With respect to the insurance afforded to an additional insured, the following additional exclusion applies:
This insurance does not apply to “bodily injury”, “property damage” or “personal or advertising injury” for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.
- D.** The insurance provided to such lessor of leased equipment additional insured by this Blanket Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You coverage is further limited as follows:
1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You endorsement.
 2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced in Section **A.** above, whichever is less.
- E. Other Insurance**
1. If specifically required by the written contract or agreement referenced in Paragraph **A.** above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured’s coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
 2. Even if the requirements of paragraph **E.1.** are met establishing this coverage as primary and the additional insured’s coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

5. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

- A. SECTION II – Who Is An Insured** is amended to include as an insured any manager or lessor of premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you pursuant to a “written contract” that requires that such manager or lessor be added as an additional insured on your policy.
- B.** This insurance for such manager or lessor additional insured does not apply to:
1. Any “occurrence” which takes place after you cease to be a tenant in that premises.
 2. Structural alterations, new construction or demolition operations performed by or for the additional insured.
 3. Any “occurrence” giving rise to the additional insured’s potential liability which begins before “the written contract” is executed by all parties to the “written contract”.
 4. Liability of an additional insured for “bodily injury”, “property damage” and “personal and advertising injury” unless such “bodily injury”, “property damage” and “personal and advertising injury” is caused, in whole or in part, by acts or omissions of the Named Insured or those acting on behalf of the Named Insured.
 5. The additional insured’s obligation to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.
- C.** The insurance provided to such manager and lessor additional insured by this Blanket Additional Insured – Managers Or Lessors Of Premises coverage is further limited as follows:
1. The manager or lessor insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Managers Or Lessors Of Premises coverage.
 2. The limits of insurance are those set forth in the policy Declarations or those specified in the “written contract”, whichever is less.
- D.** For the purpose of this coverage only, the term “written contract” means a written contract or agreement between you and the additional insured which specifies the terms and conditions governing your lease of the premises and which requires that such person or organization be added as an additional insured on your policy.

E. Other Insurance

1. If specifically required by the "written contract", any coverage provided by this additional insured coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph E.1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

6. BLANKET ADDITIONAL INSURED – PERMITS

A. Section II – Who Is An Insured is amended to include as an additional insured the federal government or any state or municipality or any political sub-division or governmental agency thereof, when you and such entity, subdivision or agency have agreed in writing in a contract or agreement that such entity, subdivision or agency be added as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you for on-going operations being performed by you or on your behalf for which the federal government or any state or municipality or any political subdivision or governmental agency thereof has issued a permit or authorization.

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

This insurance does not apply to:

1. Any "occurrence" which takes place before the effective date of the permit;
2. Any "occurrence" which takes place after the permit or authorization expires, or the end of the policy period, whichever occurs first;
3. "Bodily injury", "property damage" or "personal and advertising injury" arising out of on-going operations being performed for the federal government, or any state or municipality or any political subdivision or governmental agency;
4. "Bodily injury" or "property damage" included within the "products-completed operations hazard";
5. "Bodily injury", "property damage" or "personal and advertising injury" on account of which the additional insured is obligated to pay damages by reason of the additional insured's assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.

C. The insurance provided to such additional insured by this Blanket Additional Insured – Permit coverage is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Permits coverage.
2. The limits of insurance are those set forth in the policy Declarations or in the written contract or agreement referenced in paragraph A. above or those specified in the permit or authorization referenced in paragraph A. above, whichever is less.

D. Other Insurance

1. If specifically required by the permit or authorization referenced in paragraph A. above or by the written contract or agreement referenced in paragraph A. above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the permit or authorization does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph D.1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

7. "BORROWED EQUIPMENT" PROPERTY DAMAGE LIABILITY

Paragraphs (3) and (4) of Exclusion j. of **Section I – Coverage A** do not apply to "property damage" to "borrowed equipment".

The limit of insurance for "borrowed equipment" coverage provided by this section 7. is \$5,000 for any one "occurrence" and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater.

For purposes of this paragraph, "borrowed equipment" is equipment which is temporarily in your care, custody and control with the consent of the owner and does not include equipment that is leased to you under a lease agreement.

The annual aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless that policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregate limit.

Any and all damages paid under the terms and conditions of this "Borrowed Equipment" Property Damage Liability coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.

The following is added to **Section IV, Condition 4. Other Insurance**, paragraph **b. Excess Insurance**:

This "borrowed equipment" insurance is excess over any other valid and collectible property insurance (including any deductible) whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

8. DAMAGE TO PREMISES RENTED TO YOU COVERAGE

a. The last paragraph of **Section I – Coverage A** (after the exclusions) is replaced by the following:

Exclusions **c.** through **n.** do not apply to "property damage" to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**. This limit will apply to all damage proximately caused by the same event.

b. The first full paragraph immediately following exclusion **j.(6)** under **j. Damage to Property of 2. Exclusions** under **Coverage A** of **Section I** is deleted in its entirety.

c. Paragraph **6.** under **Section III – Limits of Insurance** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, including the contents of such premises, while rented to you or temporarily occupied by you with permission of the owner.

d. The Damage to Premises Rented to You Limit in paragraph **6.** of **Section III – Limits of Insurance** is the greater of \$500,000 or the amount shown in the Declarations for the Damage to Premises Rented to You Limit and is the most we will pay, subject to paragraph **5.** of **Section III – Limits of Insurance**, under **Coverage A** for damages because of "property damage" to any one premises, including the contents of such premises while rented to you or temporarily occupied by you with permission of the owner.

9. ELEVATOR PROPERTY DAMAGE LIABILITY

Paragraph **(6)** of exclusion **j.** of **Section I – Coverage A** does not apply to the use of elevators.

The limit of insurance for Elevators Coverage provided by this section 9 is \$5,000 any one occurrence and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater.

The aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless that policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregate limit.

The following is added to **Section IV, Condition 4. Other Insurance**, paragraph **b. Excess Insurance**:

This Elevator property damage liability insurance is excess over any other valid and collectible property insurance (including any deductible) whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

10. EXPECTED OR INTENDED INJURY

Exclusion **a.** of **Section I – Coverage A** is replaced by the following:

a. "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. INCIDENTAL MEDICAL MALPRACTICE LIABILITY

a. Paragraph **2.a.(1)d.** of **Section II – Who Is An Insured** does not apply to nurses, emergency medical technicians or paramedics employed by you arising out of his or her providing or failing to provide professional health care services, but only if such healthcare services are within the scope of their employment by you or are related to or arise out of the conduct of your business.

b. This coverage does not apply if you are engaged in the business or occupation of providing professional health care services.

12. INSURED CONTRACT

Paragraph 9. of **Section V – Definitions** is replaced by the following:

9. "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 to premises, or the contents thereof, while rented to you or temporarily occupied by you 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 your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. 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; or
- (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.

13. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

A. The requirement in **Section IV CONDITIONS**, Paragraph 2.a. **Duties in the Event of Occurrence, Offense, Claim or Suit** that you must see to it that we are notified of an "occurrence" or offense will not be considered breached unless the breach occurs after the "occurrence" or offense is known to:

1. You, or your spouse, if you are an individual;
2. You, an "executive officer", director, or stockholder, if you are a corporation;
3. A partner, member, or their spouses if you are a partnership or joint venture;
4. You, a member, or your managers, if you are a limited liability company;
5. You, or a trustee, if you are a trust;
6. An "employee" who is either designated by you to give such notice of an "occurrence" or offense (such as an insurance, loss control or risk manager or administrator) or a manager or supervisor responsible for the operation or oversight of a department, crew, business unit or division.

B. The requirement in **Section IV CONDITIONS**, Paragraph 2.b. **Duties in the Event of Occurrence, Offense, Claim or Suit** that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, or your spouse, if you are an individual;
2. You, an "executive officer", director, or stockholder, if you are a corporation;
3. A partner, member, or their spouses if you are a partnership or joint venture;
4. You, a member, or your managers, if you are a limited liability company;
5. You, or a trustee, if you are a trust;
6. An "employee" who is either designated by you to give such notice of an "occurrence" or offense (such as an insurance, loss control or risk manager or administrator) or a manager or supervisor responsible for the operation or oversight of a department, crew, business unit or division.

C. Knowledge by any other "employee" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge unless and until such time as any person listed in **A.** or **B.** above would reasonably be expected to have obtained knowledge of such "occurrence", offense, claim or "suit" through the exercise of reasonable diligence.

14. LIBERALIZATION

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

15.MEDICAL PAYMENTS

If **Coverage C – Medical Payments Coverage** is not otherwise excluded from the Commercial General Liability Coverage Form, the Medical Expense Limit is changed, subject to all the terms of **Section III – Limits of Insurance**, to the greater of:

- a. \$15,000; or
- b. The Medical Expense limit shown in the declarations of the Commercial General Liability Coverage Form.

16.MENTAL ANGUISH – BODILY INJURY REDEFINED

The definition of “bodily injury” in **Section V – Definitions** is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

17.MOBILE EQUIPMENT REDEFINED

Under **Section V – Definitions**, Item 12, Paragraph f.(1)(a), (b) and (c) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

18.NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- a. In paragraph 3.a. of **Section II – Who Is An Insured**, 90th day is changed to 180th day.
- b. This provision does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Commercial General Liability Coverage Form or by any applicable endorsement.

19.NON-DUPLICATION OF BENEFITS

No one will be entitled to receive duplicate payments for the same elements of loss under any of the coverages provided by the Commercial General Liability Coverage form, this endorsement, or any other applicable endorsement.

20.NON-OWNED AIRCRAFT

Exclusion g. of **Section I – Coverage A** does not apply to an aircraft provided:

- (a) It is hired, chartered or loaned with a paid crew;
- (b) It is not owned by an insured;
- (c) The pilot in command holds a currently effective license for the particular aircraft being flown, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial airline pilot; and
- (d) It is not being used by the insured to carry persons or property for a charge.

The following is added to **Section IV, Condition 4. Other Insurance**, paragraph b. **Excess Insurance**:

This Non-owned Aircraft insurance is excess over any other valid and collectible property insurance whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

21.NON-OWNED WATERCRAFT

Paragraph (2) of Exclusion g. of **Section I – Coverage A** is deleted and replaced with the following:

- (2) A watercraft you do not own that is:
 - a. Less than 51 feet long; and
 - b. Not being used by the insured to carry persons or property for a charge.

22.PERSONAL INJURY – BROAD FORM

- a. Paragraph 14.b. of **Section V – Definitions** is replaced by the following:
 - b. Malicious prosecution or abuse of process;
- b. Definition 14 of **Section V – Definitions** is amended by the addition of the following:
 - h. Wrongful discrimination or humiliation that results in injury to the feeling or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not the result of acts or omissions of:
 - (a) The insured;
 - (b) Any executive officer, director, stockholder, partner or member of the insured; or
 - (c) Anyone acting at the direction of anyone listed in (a) and (b) above done with the intent or the reasonable expectation that such acts or omissions will result in wrongful discrimination or humiliation to another person; and
 - (2) Not directly or indirectly related to employment related practices, or the prospective employment or termination of employment or demotion of any person or person(s) by an insured.

- c. Paragraphs a. and b. above do not apply if **Coverage B Personal and Advertising Injury Liability** is excluded either by the provision of the Commercial General Liability Coverage form or by endorsement.

23. SUPPLEMENTARY PAYMENTS

Paragraphs b. and d. of Supplementary Payments – **Section I Coverage A and B** are replaced by the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the “bodily injury” coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added under paragraph 6. of **Section IV – CONDITIONS**:

- d. Your failure to disclose all hazards existing as of the inception date of the policy shall not in itself prejudice the coverage otherwise afforded by this policy, provided such failure to disclose all hazards is not intentional.

25. VOLUNTARY PROPERTY DAMAGE

A. INSURING AGREEMENT

Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE of the COMMERCIAL GENERAL LIABILITY COVERAGE PART**, we will pay, at your request, without regard to liability, for “property damage” to the property of others provided:

1. Such “property damage” occurs while such property is in your care, custody or control, or property of others over which you are, for any purpose, exercising physical control; and
2. Such “property damage” arises out of “your work” away from premises owned by, rented to, or occupied by you.

B. ADDITIONAL CONDITIONS

The insurance afforded by paragraph A. **INSURING AGREEMENT** of this endorsement is subject to the following additional terms and conditions:

1. Subject to a \$50,000 Annual Aggregate, the most we will pay for Voluntary Property Damage because of “property damage”, to which the coverage provided by this Voluntary Property Damage coverage applies, arising out of any one “occurrence” is a \$25,000 “Occurrence” Limit regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.

The “Occurrence” Limit is included within and is not in addition to the Each Occurrence Limit applicable to **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**.

2. The Annual Aggregate of this Voluntary Property Damage coverage is the most we will pay for all “property damage” to which the Voluntary Property Damage coverage provided by this endorsement applies.
3. The Annual Aggregate applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Annual Aggregate.
4. Any and all damages paid under the terms and conditions of this Voluntary Property Damage coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
5. Our obligation under this endorsement to pay damages on your behalf applies only to the amount of damages in excess of \$500. The deductible amount applies to all damages because of “property damage” as the result of any one “occurrence” regardless of the number of persons or organizations who sustain damages because of that “occurrence”.
 - a. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any “suits” seeking those damages; and
 - (2) Your duties in the event of any “occurrence”, claim or “suit”; apply irrespective of the application of the deductible amount.
 - b. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

6. Settlement – In the event of loss covered by this Voluntary Property Damage coverage, you shall, if requested by us, replace the property or furnish the labor and materials necessary for the repairs thereto at actual cost to you, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become our property. Payment hereunder shall not constitute an admission of your liability or, except as stated herein, of ours.
7. The insurance provided by this coverage is excess over any valid and collectible property insurance (except the deductible portion thereof) available to the insured, such as, but not limited to, Building coverage, Personal Property coverage, Builder's Risk coverage, Installation Risk coverage, or similar coverage. The Other Insurance Condition of your policy is amended accordingly.

C. EXCLUSIONS

Solely for the purposes of the insurance afforded by this endorsement, Paragraph 2. **EXCLUSIONS of SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended as follows:

1. Subparagraphs (3), (4) and (5) of Exclusion j. Damage to Property do not apply to the extent that coverage is provided by Paragraph A. **INSURING AGREEMENT** of this coverage.
2. The following exclusions are added:

The insurance provided by this coverage does not apply to "property damage":

 - a. To personal property held by you for servicing, repair, storage or sale at premises owned by, rented to or occupied by you.
 - b. To any property if the work out of which the damage arises was performed on your behalf by a subcontractor.
 - c. To property owned by, or rented by, an insured or any "employee" of the insured.
 - d. To property that is money and securities.
 - e. Included within the "explosion hazard", the "collapse hazard", or the "underground property damage hazard", unless such coverage is provided by the policy to which this endorsement is attached.

All other Exclusions, Terms and Conditions of the Policy to which this Voluntary Property Damage coverage is attached continue to apply.

D. DEFINITIONS

The following additional definitions apply:

"Explosion hazard" includes property damage arising out of blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

"Collapse hazard" includes "structural property damage" and any resulting "property damage" to any other property at any time.

"Structural property damage" means the collapse of or structural injury to any building or structure due to:

- (a) grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or
- (b) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.

"Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.

"Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by or occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving.

26. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

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 any person or organization for whom 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 agreement.

This provision does not apply to any written contact formed or executed after performance has begun.

**CG-7346
(Ed. 7-10)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US WHEN YOU HAVE AGREED IN WRITING
PRIOR TO THE LOSS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**, (Condition 8, under **Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**) is deleted and replaced with the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, we have no right to seek recovery of all or any part of such payment against any person or organization with whom the insured has agreed in writing prior to the loss not to seek recovery of such payments.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

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

Name of Person: Blanket

Organization Name: Blanket

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09/28/2021
Insured Warehouse Direct Inc

Policy No. WC0000063118Y Endorsement No.
Premium Included

Insurance Company Harleysville Worcester Insurance Company Countersigned by _____

WC 00 03 13
(Ed. 4-84)

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED	
POLICY NUMBER AB9222013		SYSTEMS PLUS INC 1587 FARMSIDE LN BOLINGBROOK, IL 60490	
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990	EFFECTIVE DATE: 5/18/2022	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

WAIVERS:

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 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):

THE VILLAGE OF ORLAND PARK, AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, OFFICIALS, EMPLOYEES, VOLUNTEERS AND AGENTS

WORKERS COMPENSATION EXCLUSIONS:

PROPRIETOR, PARTNER(S), EXECUTIVE OFFICER(S), MEMBERS(S) IS/ARE EXCLUDED ON WORKERS COMPENSATION BY ENDORSEMENT.

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.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Includes copyrighted material of American Association of Insurance Services, Inc., with its permission.

Contains copyrighted material of the National Council on Compensation Insurance, with its permission.

**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.

**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.

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
THE VILLAGE OF ORLAND PARK, AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, OFFICIALS, EMPLOYEES, VOLUNTEERS AND AGENTS	14700 S RAVINIA AVE ORLAND PARK, IL 60462
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.

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:
(See following Schedule)

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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Schedule for Endorsement

CG2404 FOR POLICY AB9222013

THE VILLAGE OF ORLAND PARK, AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, OFFICIALS, EMPLOYEES,
VOLUNTEERS AND AGENTS

