BIDDER SUMMARY SHEET
ITB #24-024
2024 Asphalt Pavement Patching

Business Name: MCGILL CONSTRUCTION LLC

Street Address: 21227 SO 80TH AVE

City, State, Zip: FRANKFORT IL 60423

Contact Name: DWAYNE MC GILL

Title: SOLE MEMBER OF LLC

Phone: 708-924-1755 Fax:

E-Mail address: dmcgill@mcgillasphalt.com

Price Proposal

GRAND TOTAL BID PRICE $ 287,750.00

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: DWAYNE MC GILL

Signature of Authorized Signee:

Title: SOLE MEMBER OF LLC Date: 2-15-2024

ORLAND PARK

CERTIFICATE OF COMPLIANCE

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

The undersigned DWAYNE MC GILL,
(Enter Name of Person Making Certification)

as SLOE MEMBER OF LLC
(Enter Title of Person Making Certification)

and on behalf of MCGILL CONSTRUCTION LLC,
(Enter Name of Business Organization)

certifies that Bidder is:

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

Federal Employer I.D. #: 46-3083149
(or Social Security # if a sole proprietor or individual)

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

___ Sole Proprietor
___ Independent Contractor *(Individual)*
___ Partnership
X LLC
___ Corporation _____ _____
(State of Incorporation) *(Date of Incorporation)*

2) **STATUS OF OWNERSHIP**

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

Minority-Owned [ ]
Women-Owned [ ]
Veteran-Owned [ ]
Disabled-Owned [ ]

Small Business [ ] (SBA standards)
Prefer not to disclose [ ]
Not Applicable [X]

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

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

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

Minority-Owned [ ]
Women-Owned [ ]
Veteran-Owned [ ]
Disabled-Owned [ ]

Small Business [ ] (SBA standards)
Prefer not to disclose [ ]
Not Applicable [X]

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

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

4) ELIGIBILE TO ENTER INTO PUBLIC CONTRACTS: Yes [X] No [ ]

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

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

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

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

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

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

The Bidder shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

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

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

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

7) <u>PREVAILING WAGE COMPLIANCE</u>: Yes [X] No [ ]

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics

of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx).

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

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

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

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

Name of A&T Program: LABORERS LUNA AND OPERATORS ASIP

Brief Description of Program:

LABORERS AND OPERATORS HAVE THEIR OWN PROGRAMS

9) **TAX COMPLIANT:** Yes [X] No [ ]

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

AUTHORIZATION & SIGNATURE:

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

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

ACKNOWLEDGED AND AGREED TO:

_____
Signature of Authorized Officer

DWAYNE MC GILL
_____
Name of Authorized Officer

SOLE MEMBER OF LLC
_____
Title

2-15-2024
_____
Date

REFERENCES

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

Bidder's Name: MCGILL CONSTRUCTION LLC
(Enter Name of Business Organization)

1. ORGANIZATION VILLAGE OF CRESTWOOD
   ADDRESS 13820 SO CICERO AVE
   PHONE NUMBER 708-829-4611
   CONTACT PERSON BILL GRAFEO
   YEAR OF PROJECT 2023

2. ORGANIZATION VILLAGE OF TINLEY PARK
   ADDRESS 18200 SO 80TH AVE
   PHONE NUMBER 708-475-7661
   CONTACT PERSON COLBY ZEMATIS
   YEAR OF PROJECT 2023

3. ORGANIZATION AIRYS INC
   ADDRESS 21900 CHERRYHILL RD
   PHONE NUMBER 708-267-8722
   CONTACT PERSON TOM LAND
   YEAR OF PROJECT 2023

ORLAND PARK

Unit Price Sheet
ITB #24-024
2024 Asphalt Pavement Patching

The undersigned, having become familiar with the Documents and Specifications on file in the office of the Owner as designated in the Invitation to Bid, hereby proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for and the work described in the following schedule in connection with the construction of the 2024 Asphalt Pavement Patching contract.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	Cost
1	Class D Patches - Full Depth	400	TON	$ 246.00	$ 98,400.00
2	Class D Patches - Partial Depth	1,000	TON	$ 177.85	$ 177,850.00
3	Traffic Control and Protection, Special	1	L SUM	$ 11,500.00	$ 11,500.00
				***GRAND TOTAL BID PRICE**	$ 287,750.00

*Please enter Total Cost on Bidder Summary Sheet

The foregoing total shall be the basis for establishing the amount of the labor and payment and performance bonds and is not to be construed as a lump sum Contract Price. The actual number of units used will determine the final cost of the project

Proposer: DWAYNE MC GILL

Firm Name: MCGILL CONSTRUCTION LLC

Signed:

Title: SOLE MEMBER OF LLC

Dated: 2/15/2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/13/2024

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

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

PRODUCER
Hub International Midwest West
1411 Opus Place
Suite 450
Downers Grove IL 60515

CONTACT NAME: CSU Construction
PHONE (A/C, No, Ext): 630-468-5600 FAX (A/C, No):
E-MAIL ADDRESS: CSUConstruction@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACUITY, A Mutual Insurance Company	14184
INSURER B : Hanover Insurance Company	22292
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MCGICON-03
McGill Construction LLC
21227 S 80th Ave
Frankfort IL 60423

COVERAGES **CERTIFICATE NUMBER:** 1851698236 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	ZN9521	8/30/2023	8/30/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ZN9521	8/30/2023	8/30/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Hired PD	$ ACV Less $1K Ded
A	UMBRELLA LIAB X OCCUR			ZN9521	8/30/2023	8/30/2024	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	ZN9521	8/30/2023	8/30/2024	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Leased & Rented Equipment			IHC J525245	8/30/2023	8/30/2024	Limit/Deductible:	$145,000/$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Village of Orland Park and its officers, officials, employees, agents and volunteers are included as additional insureds under General Liability, on a primary and non-contributory basis, when agreed in a written contract, subject to policy terms, conditions and exclusions. A waiver of subrogation applies under General Liability & Worker's Compensation in favor of the additional insureds listed, when agreed in a written contract, subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER
Village of Orland Park
14700 Ravinia Ave
Orland Park IL 60462

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Neil R. Hughes

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU **CG-2033R(6-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section II - Who Is An Insured is amended to include as an additional insured:

   a. 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

   b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

   Such person or organization is an additional insured only with respect to liability for *bodily injury, property damage* or *personal and advertising injury* caused, in whole or in part, by:

   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:

   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 that additional insured are completed.

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

   This insurance does not apply to:

   a. *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:

      (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

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

   b. *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.

3. 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:

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

   b. 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.

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ACUITY ENHANCEMENTS - GENERAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Extended Non-Owned Watercraft

Exclusion g Exception (2)(a) of Coverage A - Bodily Injury and Property Damage Liability is replaced by the following:

(a) Less than 51 feet long; and

B. Increased Bail Bond Amount

The limit shown in paragraph 1b of Supplementary Payments - Coverages A and B is increased to $1,000.

C. Increased Reasonable Expenses Incurred by the Insured

The limit shown in paragraph 1d of Supplementary Payments - Coverages A and B is increased to $350.

D. Newly Acquired Organizations

Item 3a of Section II - Who Is An Insured is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

E. Tenants Legal Liability

Paragraphs (1), (3) and (4) of the Damage to Property Exclusion under Section I - Coverages do not apply to *property damage* (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 8 or more consecutive days.

The most we will pay under this coverage for damages because of *property damage* to any one premises is $10,000. A $250 deductible applies.

F. Knowledge of Claim or Suit

The following is added to paragraph 2, Duties in the Event of Occurrence, Offense, Claim or Suit of Section IV - Commercial General Liability Conditions:

Knowledge of an *occurrence,* claim or *suit* by your agent, servant or *employee* shall not in itself constitute knowledge of the Named Insured unless an officer of the Named Insured has received such notice from the agent, servant or *employee.*

G. Unintentional Failure to Disclose Hazard

The following is added to the Representations Condition under Section IV - Commercial General Liability Conditions:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this policy based solely on such failure.

H. Waiver of Subrogation for Written Contracts

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition under Section IV - Commercial General Liability Conditions:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard.*

The waiver applies only to:

1. Any person or organization with whom you have a written contract or agreement in which you are required to waive rights of recovery under this policy. Such contract or agreement must have been executed prior to the *occurrence* causing injury or damage; 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.

I. Liberalization

The following is added to Section IV - Commercial General Liability Conditions:

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

J. Broadened Bodily Injury

The Definition of *Bodily Injury* is amended to include mental anguish.

K. Electronic Data Liability

1. Exclusion 2q of Coverage A - Bodily Injury And Property Damage Liability in Section I - Coverages is replaced by the following:

   2. Exclusions

   This insurance does not apply to:

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

   Damages arising out of:

   (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods,

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customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, ability to access, or inability to manipulate *electronic data* that does not result from physical injury to tangible property.

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

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

2. The following paragraph is added to Section III - Limits of Insurance:

Subject to paragraph 5 above, $10,000 is the most we will pay under Coverage A for *property damage* because of all loss of *electronic data* arising out of any one *occurrence.*

3. The following definition is added to Section V - Definitions:

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

4. For the purposes of this coverage, the definition of *"property damage"* in Section V - Definitions is replaced by the following:

"Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the *occurrence* that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate *electronic data,* resulting from physical injury to tangible property. All such loss of *electronic data* shall be deemed to occur at the time of the *occurrence* that caused it.

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

L. Voluntary Property Damage

1. With respect to the insurance provided under this coverage, paragraph 2 Exclusions of Coverage A - Bodily Injury and Property Damage Liability under Section I - Coverages is modified as followed:

a. Exclusion 2j(4) is replaced by the following:

(4) Personal property of others:

(a) Held by the insured for servicing, repair, storage or sale at premises owned, occupied or rented to the insured.

(b) Caused by the ownership, maintenance, use, loading or unloading of any auto, watercraft or transportation of property by any means.

b. Exclusion 2j(5) is deleted.

2. The insurance provided by this coverage is subject to the following provisions:

a. We will pay for *property damage* at your request even if you are not legally liable, if it is otherwise subject to this coverage.

b. *Property damage* does not include loss of use if personal property of others is not physically injured.

c. Limits

The most we will pay for an *occurrence* under this coverage is $2,500.

The most we will pay for the sum of all amounts paid under this coverage is an aggregate of $2,500.

The General Aggregate Limit and Each Occurrence Limit under Section III - Limits of Insurance do not apply to the insurance provided under this coverage.

d. Settlement

If you make any repairs to damaged property, at our request, we will pay the larger of your actual cost or 75% of your usual charge for the necessary labor and materials. Any

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property paid for or replaced by us may become our property at our option. Any payment made under this coverage shall not be interpreted as an admission of liability by the insured or the company.

e. Deductible

Our obligation to pay for a covered loss applies only to the amount of loss in excess of $200.

f. Other Insurance

The insurance provided by this coverage is excess over any other insurance carried by the insured which applies to a loss covered by this coverage.

M. Increased Limits of Insurance

1. The General Aggregate Limit is increased to three times the Each Occurrence Limit.
2. The Products-Completed Operations Aggregate Limit is increased to three times the Each Occurrence Limit.
3. The Damage To Premises Rented To You Limit is increased to $250,000.
4. The Medical Expense Limit is increased to $10,000.

The Limits of Insurance shown here do not replace and are not in addition to the Limits of Insurance shown in the Declarations.

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