



# Village of Villa Park

20 South Ardmore Avenue, Villa Park, Illinois 60181-2696

DEPARTMENT OF PUBLIC WORKS  
11 W. HOME AVE.

Phone (630) 834-8505  
Fax (630) 834-8509

## NOTICE OF AWARD

**DATED:** April 12, 2019

**TO:** Denler, Inc.

**ADDRESS:** 20502 S. Cherry Hill Rd.  
Joliet, Illinois 60433  
Attn: David J. Denler, President

**PHONE:** (708) 479-5005

**FAX:** (708) 479-7199

**PROJECT:** 2019 Crack Sealing and Seal Coating Services Program

**PROJECT NO.:** 2019-07

**CONTRACT FOR:** 2019 Crack Sealing and Seal Coating Services Program  
(Village of Villa Park 2019 Portion of Work)

**You are hereby notified that your Bid, dated March 21, 2019, for the above Contract has been considered. You are the successful bidder and have been awarded a contract for the Village of Villa Park 2019 Portion of Work.**

**The Contract Price of your Contract is forty-thousand, two-hundred Dollars and zero Cents (\$40,200.00).**

**A signed Agreement Acceptance form accompanies this Notice of Award.**

**NOTICE OF AWARD  
PAGE TWO**

You must comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, or if not a business day, by the first business day thereafter; that is, by Monday, April 22, 2019.

1. Deliver to OWNER this signed and accepted Notice of Award.
2. Deliver with the accepted Notice of Award the required Contract Bond (Performance and Payment Bond). A copy is attached for your use.
3. Deliver with the accepted Notice of Award the required Certificate(s) of Insurance and supporting documents as specified in the bidding documents. A copy of the insurance requirements is attached for your use.
4. Deliver with the accepted Notice of Award any required contractor certifications or other documents as may be specified in the bidding documents.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned and to annul this Notice of Award.

**AUTHORIZED BY:**

**ACCEPTANCE OF NOTICE**

The above Notice of Award is hereby acknowledged and accepted:

Village of Villa Park

OWNER



AUTHORIZED SIGNATURE

Rich Salerno

NAME

Deputy Director of Public Works

TITLE

Dentel, Inc.

CONTRACTOR



AUTHORIZED SIGNATURE

David J. Dentel

NAME

President

TITLE

This 12th day of April, 2019.

This 15<sup>th</sup> day of April, 2019.



IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 15th day of April A.D. 2019

**PRINCIPAL**

Denler, Inc.  
(Company Name)

By: [Signature]  
David J. Denler, President (Signature & Title)

Attest: [Signature]  
(Signature & Title)

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature & Title)

Attest: \_\_\_\_\_  
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF Will

I, Dean Marsteller, a Notary Public in and for said county, do hereby certify that  
David Denler

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15 day of April

My commission expires 5-19-21

[Signature]  
Notary Public



**SURETY**

Hudson Insurance Company  
(Name of Surety)

By: [Signature]  
Lynn M. Blaylock (Signature of Attorney-in-Fact)

STATE OF ILLINOIS.

COUNTY OF Cook

I, Dawn Denise Szpisjak, a Notary Public in and for said county, do hereby certify that  
Lynn M. Blaylock and David J. Denler

(SEAL)

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of April

My commission expires March 10th, 2022

[Signature]  
Notary Public



Approved this 26TH day of APRIL, A.D. 2019

Attest: [Signature]  
Village  
Clerk

VILLAGE OF VILLA PARK  
(Awarding Authority)  
[Signature]  
(Chairman/Mayor/President)





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Lewis Mark Spangler, Lynn M. Blaylock, Dawn-Denise Szpisjak and Maureen Rott of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly signed on this 7th day of November, 2017 at New York, New York.



Attest: Dina Daskalakis, Corporate Secretary

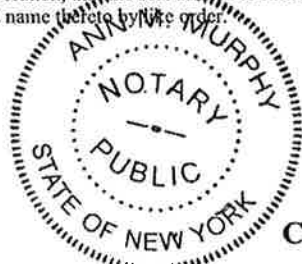
HUDSON INSURANCE COMPANY

By: Michael P. Cifone, Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 7th day of November, 2017 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 15th day of April, 2019.

By: Dina Daskalakis, Corporate Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/15/2019

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

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


<b>PRODUCER</b> Cottingham & Butler L. Mark Spangler 1770 Park Street, Suite 210 Naperville IL 60563	<b>CONTACT NAME:</b> L. Mark Spangler <b>PHONE (A/C, No, Ext):</b> 630.420.3400 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> 630.420.8520													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Westfield Insurance Company</td> <td>24112</td> </tr> <tr> <td>INSURER B : Illinois Union Insurance Company</td> <td>27960</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Westfield Insurance Company	24112	INSURER B : Illinois Union Insurance Company	27960	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b> Denler & Sons, Inc. Denler, Inc. 20502 S. Cherry Hill Road Joliet IL 60433	DENINC1														

**COVERAGES**                      **CERTIFICATE NUMBER:** 1789090358                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		TRA9662124	3/17/2019	3/17/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		TRA9662124	3/17/2019	3/17/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			TRA9662124	3/17/2019	3/17/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCP9651411	3/17/2019	3/17/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B	Inland Marine Pollution Liability			TRA9662124 CPY G71168487 001	3/17/2019 8/10/2018	3/17/2020 8/10/2019	Leased/Rented \$30,000 \$2,000,000 OCC Pollution Retention \$2,000,000 AGG \$10,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: 2019 Crack Sealing and Seal Coating Services Program. Project No.: 2019-07. The Village of Villa Park and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives are additional insured on the General Liability and Auto policy on a primary and non contributory basis, if required per contract, subject to all terms and conditions of the policy forms.

<b>CERTIFICATE HOLDER</b>  Village of Villa Park 20 S. Ardmore Ave Villa Park IL 60181-2696	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

POLICY NUMBER. TRA9662124

COMMERCIAL AUTO

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

**WAIVER OF TRANSFER OF RIGHTS OF  
RECOVERY AGAINST OTHERS TO US  
(WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Denler & Sons, Inc. DBA Denler, Inc.

**Endorsement Effective Date:** 03/17/2018

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**  
**Automatic Status when required by Contract**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization

COMMERCIAL AUTO

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



**BUSINESS AUTO ENDORSEMENT**

This endorsement modifies insurance provided under the following

**BUSINESS AUTO COVERAGE FORM**

**SCHEDULE**

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. **Who Is An Insured broadened:**
  - Additional Insured by Contract, Agreement or Permit
  - Legally Incorporated Subsidiaries
  - Newly Acquired Organizations
- B. **Supplementary Payments**
  - Bail Bonds - \$5000
  - Loss of Earnings - \$500
- C. **Fellow Employee Exclusion Amendment**
- D. **Coverage Extensions**
  - Transportation Expenses
  - Personal Effects (Excess Basis)
- E. **Additional Coverages**
  - Expenses paid for returning a stolen covered auto
  - Fire Department Service Charge
- F. **Airbag Coverage - Accidental Discharge**
- G. **Glass Repair - Waiver of Deductible**
- H. **Knowledge and Notice of an Accident, Claim or Suit**
- I. **Unintentional Failure To Disclose Hazards**
- J. **Worldwide Coverage**
- K. **Definitions**
  - Bodily Injury Redefined

In addition to the policy amendments contained in A. through K. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Signature Series Business Auto Endorsement:

- Auto Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 04 44

**A. WHO IS AN INSURED BROADENED**

**SECTION II - LIABILITY COVERAGE, Item A. Coverage, 1. Who Is An Insured** is amended to include the following additional paragraphs:

- d. Any legally incorporated subsidiary of yours in which you own more than

50% of the voting stock on the effective date of this endorsement

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

- (1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
- (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

## B SUPPLEMENTAL PAYMENTS

**SECTION II - LIABILITY COVERAGE, Item A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, subparagraphs (2) and (4) are deleted and replaced with the following**

- (2) Up to \$5,000 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 per day because of time off from work

## C. FELLOW EMPLOYEE EXCLUSION AMENDMENT

**SECTION II - LIABILITY COVERAGE, Item B. Exclusions, 5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.**

## D. COVERAGE EXTENSIONS

**SECTION III - PHYSICAL DAMAGE COVERAGE, Item A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is replaced with the following**

### a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 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".

The following is added to Item 4. Coverage Extensions:

### c. Personal Effects

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

## E ADDITIONAL COVERAGES

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended to include the following additional coverage items.**

- 5 We will pay the expense of returning a stolen covered "auto" to you
- 6 **Fire Department Service Charge**  
When a fire department is called to save or protect a covered "auto", its equipment its contents or occupants from a Covered Cause Of Loss, we will pay up to \$1,000 for your liability for Fire Department Service Charges

(a) Assumed by contract or agreement prior to loss; or

(b) Required by local ordinance

No deductible applies to this additional coverage.

**F. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, Item B. Exclusions, subparagraph 3.a. is deleted and replaced with the following:**

a. Wear and tear, freezing, mechanical or electrical breakdown.

Mechanical breakdown does not apply to the accidental discharge of an airbag.

**G. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, item D. Deductible the following paragraph is added:**

No deductible shall apply to glass damage if the glass is repaired rather than replaced.

**H. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT**

**SECTION IV - BUSINESS AUTO CONDITIONS, Item A. Less Conditions is amended as follows:**

Subparagraph a. under Item 2. Duties In The Event Of Accident, Claim, Suit Or Loss, is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership, or
- (3) An executive officer or insurance manager, if you are a corporation

Subparagraph b.(2) under 2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended as follows:

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not

mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

**I. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud** is amended to include the following additional paragraph.

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

**J. WORLDWIDE COVERAGE**

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, subparagraph (5)** is deleted and replaced with the following.

(5) Anywhere in the world if:

(a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

(b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits in the United States of America, Puerto Rico or Canada or in a settlement we agree to

(c) If, for such "autos" a "suit" is brought outside the territory described in 7.(1) through 7.(4) above, we will reimburse the insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages

**K. DEFINITIONS**

Under **SECTION V - DEFINITIONS, Item C.** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these "Bodily Injury" includes mental anguish or other mental injury resulting from "bodily injury".

**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 Person or Organization:**

All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.

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

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B. With respect to the Insurance afforded to these additional insureds, the following exclusion is added:**

**2. Exclusions**

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 site 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.

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name of Person or Organization:</b> All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.
<b>Location And Description of Completed Operations:</b> All locations Designated in a written contract or agreement
<b>Additional Premium:</b> included

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

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

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



**COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT**

This endorsement modifies insurance provided under the following.

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Coverage afforded under this expanded coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Form

**SCHEDULE**

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details effecting each coverage please refer to the terms and conditions in this endorsement

- A. **Expected or Intended Injury**
  - Reasonable force
- B. **Liquor Liability Coverage Extension**
- C. **Non-Owned Watercraft**
  - Increased to 60 feet
- D. **Non-Owned Aircraft**
- E. **Damage To Property - Borrowed Equipment**
- F. **Damage To Premises Rented To You**
- G. **Personal And Advertising Injury**
  - Contractual Personal and Advertising Injury
  - Exclusions
- H. **Supplementary Payments**
  - Bail Bonds - \$2,500
  - Loss of Earnings - \$1,000
- I. **Additional Insureds - Automatic Status**
  - State or Governmental Agency or Subdivision or Political Subdivision Controlling Interest
  - Managers or Lessors of Premises
  - Mortgagee, Assignee or Receiver
  - Owners or Other Interests From Whom Land Has Been Leased
  - Co-Owners of Insured Premises
  - Lessor of Leased Equipment
- J. **Who Is An Insured broadened**
  - Joint Ventures / Partnership / Limited Liability Company
  - Health Care Professionals (Incidental Medical Malpractice)
  - Individual Owners of Building are Insured's
  - Newly Formed or Acquired Entities
- K. **Knowledge and Notice of Occurrence**
- L. **Other Insurance Condition Amended**
- M. **Unintentional Failure To Disclose Hazards**
- N. **Waiver of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status**
- O. **Liberalization**
- P. **Definitions**
  - Bodily Injury redefined
  - Insured Contract redefined
  - Expanded Personal and Advertising Injury definition

**A. EXPECTED OR INTENDED INJURY**

Under SECTION 1, COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE exclusion a, is replaced with the following:

- a. **Expected Or Intended Injury**

"Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily Injury" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

**B. LIQUOR LIABILITY COVERAGE EXTENSION**

**SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions c. Liquor Liability is deleted**

**C. NON-OWNED WATERCRAFT**

**Under SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g.2(a) is replaced with the following:**

- (a) Less than 60 feet long; and

**D. NON-OWNED AIRCRAFT**

**Under SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g. Aircraft, Auto or Watercraft, the following is added:**

- (6) An aircraft you do not own provided that:

- (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

- (b) It is rented with a trained, paid crew; and

- (c) It does not transport persons or cargo for a charge.

**E. DAMAGE TO PROPERTY - BORROWED EQUIPMENT**

**Under SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions j. is deleted and replaced by the following:**

**j. Damage To Property:**

- (1) Property you own, rent or occupy;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

- (3) Property loaned to you,

- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any real property that must be restored, replaced, or repaired because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to:

- (i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or

- (ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied to you with the permission of the owner or to the contents of premises rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

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

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

**F. DAMAGE TO PREMISES RENTED TO YOU**

**Under SECTION 1 - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions, the last paragraph of Item 2. Exclusions is replaced with the following:**

Exclusion c. through n. do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

**G. PERSONAL AND ADVERTISING INJURY**

Under SECTION 1, COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, Item 2. Exclusions e. Contractual Liability is deleted.

Under SECTION 1 - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, the following are added to Item 2. Exclusions:

**q. Discrimination Relating To Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

**r. Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

**H. SUPPLEMENTARY PAYMENTS**

Under SECTION 1 - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, item 1.b. is replaced with the following:

- b. Up to \$2,500 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" Liability Coverage applies. We do not have to furnish these bonds.

Under SECTION 1 - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, item 1.d. is replaced with the following:

- 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 \$1,000 a day because of time off from work.

**I. ADDITIONAL INSURED - AUTOMATIC STATUS**

**SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization (called additional insured) described in paragraphs a. through g. below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of the policy; and
2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

**a. State or Governmental Agency or Subdivision or Political Subdivisions**

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies;

- (a) The existence, repair maintenance, erection, construction, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures, or

- (b) The construction, erection, or removal of elevators

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

**b. Managers or Lessors of Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**c. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured

**d. Owners Or Other Interests From Whom Land Has Been Leased**

An owner or other interest from who land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions

This insurance does not apply to

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**e. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises

**f. Lessor of Equipment**

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

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

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs a. through f. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this provision, Paragraph 4.b.(1) of Section IV - Commercial General Liability Conditions is deleted and replaced with the following

**4. Other Insurance**

**b. Excess Insurance**

- (1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and non-contributing. Where required by written contractor written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

**J. WHO IS AN INSURED BROADENED**

Under SECTION II - WHO IS AN INSURED the following is added to item 1:

**f. Joint Ventures / Partnership / Limited Liability Company Coverage**

You are an insured when you had an interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- (1) Prior to the termination date of any joint venture, limited liability company or partnership; or

- (2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under SECTION II - WHO IS AN INSURED, 2.a.(1)(d) is deleted and replaced with the following.

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under SECTION II - WHO IS AN INSURED the following is added.

4. For COVERAGE A and COVERAGE B only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:
- a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or
  - b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner

Under SECTION II - WHO IS AN INSURED, 3.a. is deleted and replaced with the following:

- a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization whichever is earlier.

Under SECTION II - WHO IS AN INSURED the last paragraph in this section is deleted and replaced with the following:

Except as provided in 3. above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

#### K. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Suit, the following is added:

- e. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

- f. The requirement in Condition 2.b. will not be breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual,
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance manager, if you are a corporation, or
- (4) A manager, if you are a limited liability company.

- g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

#### L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, Condition 4 of Section IV - Commercial General Liability Conditions is deleted and replaced by the following:

##### 4. Other Insurance

If other valid and collectible insurance is available for a loss we cover under Coverage A or B of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary and non-contributory except when b. below applies.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

- (1) That is Fire, Extended Coverage, Builders Risk, Installation Risk, or similar coverage for your work;
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A.
- (4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defends, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the declarations of this Coverage Part.

**M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 6. Representations, the following is added:

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

**N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS**

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 8. Transfer Of Rights Of Recovery Against Others To Us is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of Intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

**O. LIBERALIZATION**

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

**P. DEFINITIONS**

Under SECTION V - DEFINITIONS, item 3. is deleted and replaced with the following

3. "Bodily Injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury"

Under SECTION V - DEFINITIONS, item 9. is deleted and replaced with 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 by fire to premises 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.

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.

Under SECTION V - DEFINITIONS, Item 14, the following is added to the definition of "Personal and advertising injury":

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
  - (1) Not done intentionally by or at the direction of:
    - (a) The insured; or
    - (b) Any "executive officer", director, stockholder, partner, member or manager (if you are a limited liability company) of the Insured;
  - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any Insured