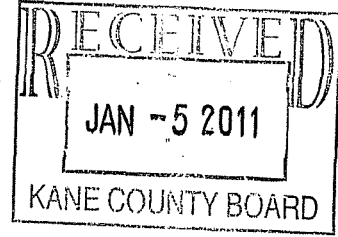


**DOCUMENT VET SHEET**  
for  
**Karen McConnaughay**  
**Chairman, Kane County Board**



Name of Document: Branch Court Construction -  
Kingston Tile Co. Ltd.

Submitted by: Jim Hansen

Phone Number: 41071

Date Submitted: 1-5-11

Examined by: KC Shapiro  
(Print name)

[Signature]  
(Signature)

1-10-11  
(Date)

Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chairman signed:  Yes  No 1-11-11  
(Date)

Document returned to: Jim Hansen

**KANE COUNTY  
OFFER TO CONTRACT FORM  
For  
Branch Court and Conference Center**

**Bid Due Date & Time:** **TUESDAY, DECEMBER 7, 2010 AT 11:00 A.M.**

To: Kane County Government Center  
Purchasing Department, Bldg A  
719 S. Batavia Ave.  
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: Kingston Tile Co Ltd

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
  - A. The bidder shall also include with his bid any necessary literature, samples, etc., as required within the Bidding Specifications (Branch Court and Conference Center) Project Manual, Construction Manager's Supplemental Documents and Drawings Dated November 12, 2010 as prepared by Wight and Company and IHC Construction Companies, LLC.
    1. The Vendor has examined the Contractor Disclosure section of the Instruction to Bidders, and has included or provided a certified document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.
  - B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
  - A. All bid documents have been examined: Instructions to Bidder, Special Conditions, Division 0-3, 6-10, 21-23, and 26-27 of the Bidding Specifications Project Manual Construction Manager's Supplemental Documents, and Drawings dated November 12, 2010 and the following addenda:  
No. 1, No. 2, No. \_\_\_\_\_, (Contractor to acknowledge addenda here.)

- B. The site and locality has been examined where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations, as Contractor deems necessary.
- C. To be prepared to execute a contract within the Owner within ten (10) calendar days after acceptance of the bid by the Owner, and furnish a Performance Bond and Labor Material Bond in accordance with the Instruction to Bidders.
- D. The bidder agrees to perform all work with their trades as specified per attached Bidding Specifications (Branch Court and Conference Center) Project Manual, Construction Manager’s Supplemental Documents and Drawings Dated November 12, 2010 for the following cost:

III. COST

A – Trade Bids

1. Trade Package 6b General Trades  
 The Sum of: \_\_\_\_\_ N/A \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

2. Trade Package 9a Metal Studs and Drywall  
 The Sum of: \_\_\_\_\_ N/A \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

3. Trade Package 9b Acoustical Ceilings  
 The Sum of: \_\_\_\_\_ N/A \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

4. Trade Package 9c Flooring and Wall Tile  
 The Sum of: ONE HUNDRED FORTY ONE THOUSAND EIGHTY HUNDRED THIRTY FOUR \_\_\_\_\_ Dollars (\$141,834.00)

5. Trade Package 9d Epoxy Resinous Flooring  
 The Sum of: \_\_\_\_\_ N/A \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

6. Trade Package 9e Painting  
The Sum of:                     N/A                     Dollars (\$                     )

7. Trade Package 27a Low Voltage/Technology  
The Sum of:                     N/A                     Dollars (\$                     )

Unit Price 1: State the amount to be added or deducted from the base bid for the following:

Each work area outlet array type including labor, 150' of cabling, faceplate, jacks and other ancillary equipment required for a complete installation.

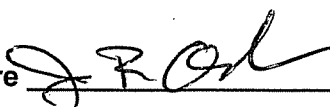
Add or deduct \$                     N/A                     /per each

**B - ALTERNATES**

The bidders agrees to add or deduct from the Base Bid sum the following amount to perform the alternate work described in Section 00300 Bid Scope, including all associated costs.

IV. The Contractor guarantees substantial completion work by March 17, 2011 and final completion by March 29, 2011.

V. By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE.**

Signature  Typed Signature Jason R. Adams Vice President  
Company Kingston Tile Co Ltd  
Address 14559 Waverly Avenue Midlothian, IL 60445  
Phone # 708 - 388-5990 Fax # 708 - 388-5993  
Federal I.D./Social Security # 36-3303956 Date Dec 7, 2010

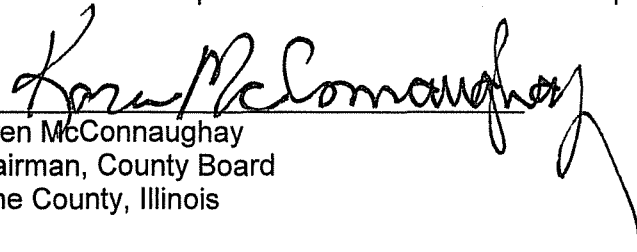
**ACCEPTANCE**

The Offer is hereby accepted for the following services:

- Branch Court and Conference Center

The Vendor is bound to sell the materials and services listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specification, amendments, and the Vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number 54-010. The Vendor has been cautioned not to commence any billable work or to provide any materials or services until this Vendor receives a purchase order and or notice to proceed.

  
Karen McConnaughay  
Chairman, County Board  
Kane County, Illinois

1-11-2011  
Date

\_\_\_\_\_  
John A. Cunningham  
Clerk, County Board  
Kane County, Illinois

\_\_\_\_\_  
Date

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That We, Kingston Tile Co., Ltd.

14559 Waverly Avenue, Midlothian, IL 60445

(hereinafter called "Principal"), as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa with its principal office in the CITY OF DES MOINES, IOWA,

and authorized to transact business in the State of Illinois

as Surety, are held and firmly bound unto

Kane County Randall Road Branch Court

719 S. Batavia Avenue, Geneva, IL 60134

(hereinafter called "Obligee"), in the penal sum of One hundred forty-one thousand and eight hundred thirty-four dollars xxxx

XX

DOLLARS (\$ 141,834.00 XXXXXXXXXXXXXXXXXXXXXXXX ), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents.

SEALED, with our seals and dated 8th day of December, 20 10.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above named Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, providing for the construction or supply of,

Furnish and install carpet, tile and flooring at the Kane County Government Center Purchasing Dept. Building, 719 S. Batavia Ave.,  
Geneva, IL 60134

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein for the purpose of explaining but not of varying or enlarging the obligation.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void; otherwise, to be and remain in full force and effect.

PROVIDED, HOWEVER, this bond is executed by the Surety, upon the express condition that no right of action shall accrue upon or by reason hereof, to or for the use or benefit of any one other than the Obligee named herein; and the obligation of the Surety is and shall be construed strictly as one of suretyship only.

WITNESS:

Kingston Tile Co., Ltd.  
Principal [Seal]  
By:

(If Individual or Firm)

ATTEST:  
  
(If Corporation)

**Employers Mutual Casualty Company**  
Surety [Seal]  
  
Sharon Van Wyhe Attorney-in-Fact

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That We, Kingston Tile Co., Ltd.

14559 Waverly Avenue, Midlothian, IL 60445

(hereinafter called "Principal"), as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to transact business in the State of

Illinois (hereinafter called "Surety"), as Surety, are held and firmly bound unto the

Kane County Randall Road Branch Court

719 S. Batavia Avenue, Geneva, IL 60134

(hereinafter called "Obligee"), in the penal sum of One hundred forty-one thousand and eight hundred thirty-four dollars

xx DOLLARS, (\$ 141,834.00 xxxxxxxxxxxxxxxxxxxx ), good and lawful money of the United

States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above named

Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, providing for the

construction or supply of, Furnish & install carpet, tile and flooring at the Kane County Government Center Purchasing

Dept. Building, 719 S. Batavia Avenue, Geneva, IL 60134

Which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, IF the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, then this obligation to be void; otherwise to remain in full force and virtue.

SIGNED and sealed this 6th day of December, 20 10.

WITNESS:

\_\_\_\_\_  
(If individual or firm)

ATTEST:

Parmitto A. Owen  
(If Corporation)

Kingston Tile Co., Ltd

\_\_\_\_\_  
Principal [Seal]  
By: [Signature]

Employers Mutual Casualty Company

\_\_\_\_\_  
Surety  
By: Sharon Van Wyhe  
Sharon Van Wyhe Attorney-in-Fact



No. 898541

**CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT**

**KNOW ALL MEN BY THESE PRESENTS, that:**

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint **RANDALL LAGESTEE, SHARON VAN WYHE, ROBERTA MARCINKEWICZ, JOYCE EITZEN, INDIVIDUALLY, LANSING, ILLINOIS.....**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:  
**IN AN AMOUNT NOT EXCEEDING FIVE HUNDRED THOUSAND DOLLARS..... (\$500,000.00)**

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company; and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2011 unless sooner revoked.

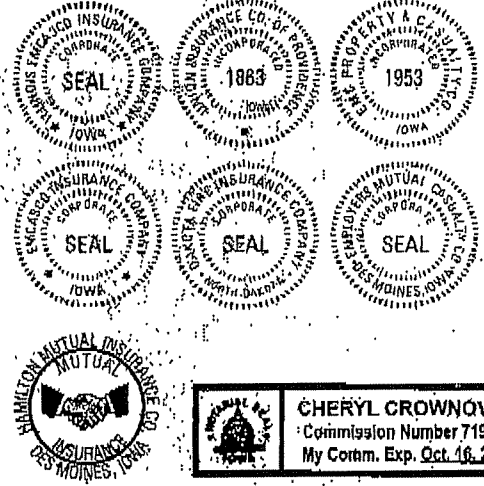
**AUTHORITY FOR POWER OF ATTORNEY**

This Power of Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification, as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed:

**IN WITNESS WHEREOF**, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 5TH day of JUNE, 2009

Seals



*Bruce G. Kelley*  
Bruce G. Kelley, Chairman  
of Companies 2, 3, 4, 5 & 6; President  
of Company 1; Vice Chairman and  
CEO of Company 7

*Jeffrey S. Birdsley*  
Jeffrey S. Birdsley  
Assistant Secretary

On this 5TH day of JUNE, AD 2009 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Jeffrey S. Birdsley, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Jeffrey S. Birdsley, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies.  
My Commission Expires October 16, 2011.

*Cheryl Crownover*  
Notary Public in and for the State of Iowa

**CERTIFICATE**

I, David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on JUNE 5, 2009 on behalf of Randall Lagestee, Sharon Van Wyhe, Roberta Marcinkewicz, Joyce Eitzen are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of June, 2009  
*David L. Hixenbaugh*  
Vice-President



STATE OF IL  
County of Cook } ss.

On this 8th day of December, 20 10, before me, a Notary Public in and for said County, personally

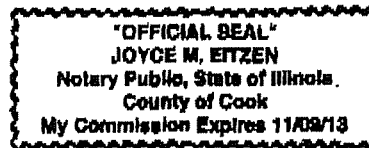
appeared Sharon Van Wyhe, personally known to me who being by me sworn did state that he is Attorney-In-Fact of the Employers Mutual Casualty Company, an Iowa Corporation, Illinois EMCASCO Insurance Company, an Illinois Corporation, EMCASCO Insurance Company, an Iowa Corporation, Dakota Fire Insurance Company, a North Dakota Corporation, Union Insurance Company of Providence, an Iowa Corporation, EMC Property & Casualty Company, an Iowa Corporation and The Hamilton Mutual Insurance Company of Ohio, an Ohio Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that the instrument was signed, sealed and executed on behalf of said corporation by authority of its Board of Directors and further acknowledged that the said instrument and the execution thereof to be the voluntary act and deed of said corporation, by him voluntarily executed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at 3043 Ridge Road, Lansing, IL 60438 the day and year last above written.

My Commission expires 11-9, 20 13.

Joyce M. Eitzen  
Notary Public

Form 7831 (3-00)



<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 12/8/2010
PRODUCER (708) 339-7330 FAX: (708) 339-1933 Lagestee Insurance Agency, Ltd. 3043 Ridge Road Suite 101 Lansing IL 60438-3068		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED KINGSTON TILE CO LTD 14559 WAVERLY AVE MIDLOTHIAN IL 60445-2941		
		INSURERS AFFORDING COVERAGE
		NAIC #
		INSURER A Illinois Emcasco 32808
		INSURER B EMC Insurance Companies 21415
		INSURER C
		INSURER D
		INSURER E

**COVERAGES**  
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	2D86875	3/1/2010	3/1/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 3,000,000
					PRODUCTS - COM/POP AGG \$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	2E86875	3/1/2010	3/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY AGG \$
A	EXCESS/UMBRELLA LIABILITY	2J86875	3/1/2010	3/1/2011	EACH OCCURRENCE \$ 7,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 7,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$10,000				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2H86875	3/1/2010	3/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E L DISEASE - EA EMPLOYEE \$ 1,000,000
					E L DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS  
 Projec: Kane County Circuit court IHC Job #10154 . Blanket Additional Insured CG7174.3(6-05) Blanket Waiver of Subrogation CG7555(11-04); Waiver of our Right to Recover from Others Endorsement WC000313(4-84) and CA7218(8-99) Umbrella Follows form.

<b>CERTIFICATE HOLDER</b> (847) 742-6610 Kane County 719 S. Batavia Avenue Geneva, IL 60134	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Randall <i>Randall Lagestee</i>
---	--

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**COMMENTS/REMARKS**

Additional insured required by contract includes: Kane County (owner); IHC Construction Companies, LLC (GC) and Wight & Company (architect).

**COMMERCIAL GENERAL LIABILITY**

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

**BLANKET ADDITIONAL INSURED – CONSTRUCTION CONTRACTS  
INCLUDING COMPLETED OPERATIONS**

This endorsement modifies the 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 any person or organization when you have agreed in writing in a contract or agreement 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 for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions;
  2. The acts or omissions of those acting on your behalf;
- In the performance of:
- a. your ongoing operations for the additional insured; or
  - b. "Your work" for the additional insured and included in the "products – completed operations hazard".
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or 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.
- C.** The limits of insurance applicable to the additional insured are those specified in the Declarations of this policy or in the written contract or written agreement, whichever is lower.
- D.** Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether that insurance is primary, excess, contingent or on any other basis, unless you and the additional insured have specifically agreed in a written contract or written agreement that this insurance be primary.
- When coverage is provided on a primary basis we will not seek contribution from any other insurance available to the additional insured if a written contract or written agreement requires that this insurance be noncontributory.
- E.** All other terms and conditions of this policy remain unchanged.

**COMMERCIAL GENERAL LIABILITY**

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

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN  
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement 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".

**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 any one not named in the Schedule.

Schedule

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  
Insured  
Insurance Company

Policy No.

Endorsement No.  
Premium \$

Countersigned By \_\_\_\_\_

**WC 00 03 13**  
**(Ed. 4-84)**

**COMMERCIAL AUTO**

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

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

This endorsement modifies insurance provided under the following:

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

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

We have the right to recover our payments from anyone liable for a "loss" covered by this policy. We will not enforce our right against the person or organization named in the schedule below.

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 below.

**SCHEDULE**

**PREMIUM**