AMENDMENT NO. 1

This Amendment modifies Contract No. 1945-18038B, for Acorn and Metcraft Plumbing Parts and Supplies by and between the County of Cook, Illinois, herein referred to as "County" and Johnson Pipe and Supply Company, authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on September 24, 2020, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Acorn and Metcraft Plumbing Parts and Supplies (hereinafter referred to as the "Supplies") from October 1, 2020 through September 30, 2023, in an amount not to exceed $378,345.10, with two, one-year renewal options; and

Whereas, the Contract will expire October 1, 2023, and the agreed upon Supplies are still required; and

Whereas, pursuant to GC-10 of the Contract, the County and Contractor desire to renew the Contract for twelve months beginning on October 1, 2023 through September 30, 2024.

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is renewed through September 30, 2024.

2. The attached updated Identification of Sub-Contractors/Suppliers/Sub-Consultants Form, MBE/WBE Utilization Plan forms, certificate of insurance, and Economic Disclosures Statement under Attachment A are incorporated and made a part of this Contract.

3. All other terms and conditions remain as stated in the Contract.

In witness whereof and pursuant to authority of the Chief Procurement Officer the County and Contractor have caused this Amendment No. 1 to be executed on the date and year last written below.

LEFT BLANK INTENTIONALLY

County of Cook, Illinois

By: Raffi Sarrafian
Digitally signed by Raffi Sarrafian
Date: 2023.05.17 17:35:08 -05'00'
Chief Procurement Officer

Date: _____

By: N/A
State's Attorney (if applicable)

N/A
Type or print name (if applicable)

Date: _____

Johnson Pipe and Supply Company

Signed

LANCE MARCO
Type or print name

PRESIDENT
Title

Date: 2/16/23

Contract #: 1945-18038B-A1

OCPO ONLY:	
☐	Disqualification
X	Check Complete

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1945-18038B-A1	Date: 02/16/2023
Total Bid or Proposal Amount: 378,345.10	Contract Title: Acorn and Metcraft Plumbing Supplies
Contractor: Johnson Pipe and Supply	Subcontractor/Supplier/ Subconsultant to be added or substitute: n/a
Authorized Contact for Contractor: Lance Marco	Authorized Contact for Subcontractor/Supplier/ Subconsultant: n/a
Email Address (Contractor): Lmarco@johnsonpipe.com	Email Address (Subcontractor): n/a
Company Address (Contractor): 999 W 37th St	Company Address (Subcontractor): n/a
City, State and Zip (Contractor): Chicago, IL 60609	City, State and Zip (Subcontractor): n/a
Telephone and Fax (Contractor): 773-927-2427	Telephone and Fax (Subcontractor): n/a
Estimated Start and Completion Dates (Contractor): 10/01/2023 - 09/30/2024	Estimated Start and Completion Dates (Subcontractor): n/a

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
Supplying Acorn & Metcraft Plumbing Supplies	0

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Johnson Pipe and Supply
Contractor

Lance Marco
Name

President
Title

Prime Contractor Signature — Date: 2/16/23

OFFICE OF CONTRACT COMPLIANCE
Nicole Mandeville
DIRECTOR
69 W. Washington Street, George W. Dunne Cook County Building, Suite 3000 ● Chicago, Illinois 60602 ● (312) 603-5502

April 5, 2023

Mr. Raffi Sarrafian
Chief Procurement Officer
69 W. Washington Street,
George W. Dunne
Cook County Building, Suite 3000
Chicago, IL 60602

Re: Contract No.: 1945-18038B (Amendment No. 1)
Metcraft Plumbing Parts and Supplies
Department of Facilities Management

Dear Mr. Sarrafian:

The Office of Contract Compliance is in receipt of the above-referenced contract amendment and has reviewed this contract for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance. After careful review of our records as reported by the vendor, it has been determined the vendor is in compliance with the MBE/WBE Ordinance.

Sincerely,

Jeanetta Cardine

Jeanetta Cardine
Contract Compliance Deputy Director

JC/ds

cc: Angela Sanchez, OCPO
Danuta Rusin, Department of Facilities Management
Belinda Henderson, Department of Facilities Management

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: No Problem Cleaning Service Inc.

Certifying Agency: City of Chicago

Contact Person: Sherell Smith

Certification Expiration Date: 01/15/2026

Address: 2305 East 103rd St

Ethnicity: African American

City/State: Chicago IL Zip: 60617

Bid/Proposal/Contract #: 1945-18038B-A1

Phone: 773-437-5600 Fax: 844-353-5742

FEIN #:

Email: noproblemcleaningsrv1@gmail.com

Participation: ☐ Direct ☑ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☑ No ☐ Yes – Please attach explanation. Proposed Subcontractor(s):

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

janitorial services

Indicate the **Dollar Amount, Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

weekly service net 15 days

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (*M/WBE*)

Sherell Smith

Print Name

No Problem Cleaning Service Inc.

Firm Name

02/16/23

Date

Subscribed and sworn before me

this 17th day of February, 2023.

Notary Public Lorri Colbert

SEAL

M/WBE Letter of Intent

Signature (*Prime Bidder/Proposer*)

Lance Marco

Print Name

Johnson Pipe & Supply

Firm Name

02/16/23

Date

Subscribed and sworn before me

this 20 day of February, 2023.

Notary Public Christy Duerr

SEAL

CHRISTY DUERR
My Commission Expires
10-17-2029
NOTARY PUBLIC SEAL
Porter County
Commission Number NP0736835
STATE OF INDIANA

Revised: 1/29/14

CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

FEB – 2 2021

Sherell Smith
No Problem Cleaning Service, Inc.
2305 East 103rd Street
Chicago, Illinois 60617

Dear Ms. Smith:

We are pleased to inform you that **No Problem Cleaning Service, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** and **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** certification is valid until **1/15/2026**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit.** Your firm's annual No-Change Affidavit is due by **1/15/2022, 1/15/2023, 1/15/2024 and 1/15/2025.** Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **1/15/2026.** You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **11/15/2025.**

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE/WBE** if you fail to:

OMD

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than $5,000 and not more than $10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):
561720 – Building Cleaning Service, Interior
561790 – Building Exterior Cleaning Service (except sand blasting, window cleaning)

Your firm's participation on City contracts will be credited only toward **MBE/WBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

Shannon E. Andrews
Chief Procurement Officer

SEA/cm

Cook County
Office of the Chief Procurement Officer

Economic Disclosure Statement Recertification Affidavit

Applicant/Holder Name: Marco Supply Co. Inc. d/b/a Johnson Pipe & Contract #: 1945-18038B

Address: 999 West 37th Street City: Chicago

County: Cook State: IL Zip: 60609

Phone: 773-927-2427 Email: Lmarco@johnsonpipe.com

Instructions

If the Applicant is a corporation, the President must execute this affidavit. If executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization, satisfactory to the County that permits the person to execute this affidavit for the corporation.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute this affidavit, unless one partner or joint venturer has been authorized to sign.

If the Applicant is a member-managed LLC all members must execute this affidavit, unless otherwise provided in the operating agreement, resolution or other corporate documents.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute this affidavit.

This recertification is being submitted in connection with

Contract Name: Acorn Plumbing Supplies

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this Economic Disclosure Statement ("EDS") recertification on behalf of the Applicant/Holder, (2) warrants that all certifications and statements contained in the Applicant/Holder's last submitted EDS dated 08/10/2020 are true, accurate and complete as of the date furnished to the County and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

Recertification of:

☑ Certifications (SECTION 2), if applicable, as updated on: 1-23-20

☑ Economic and Other Disclosures (SECTION 3), if applicable, as updated on: 1-23-20

☐ Cook County Child Support Affidavit (Please submit any additional Child Support Obligations as an attachment to this form), if applicable, as updated on:

☑ Cook County Disclosure of Ownership Interest Statement, if applicable, as updated on: 1-23-20

☐ Cook County Board of Ethics Familial Relationship Disclosure Form, if applicable, as updated on:

☑ Cook County Affidavit for Wage Theft Ordinance (SECTION 4), if applicable, as updated on: 1-23-20

If your recertification of any of the above is related to information contained in an updated form submitted after the last submitted full EDS, please indicate the date such information was updated.

IMPORTANT: If you are unable to re-certify any section(s) of your previous EDS, please submit a truthful, fully updated version of that section(s) of the EDS including separate signatures where required.

By: Marco Supply Co. Inc d/b/a Johnson Pipe & S Date: 02/16/23

(Print or type legal name of Applicant/Holder)

President or authorized signatory (Signature)

Print or type name of President or authorized signatory:

Lance Marco

Title of signatory:

President

Subscribed and sworn to before me on this 16th day of February, 2023

Notary Public Signature: Seal:

"OFFICIAL SEAL"
RONALD P. GILLIS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/21/2025

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Marco Supply Co Inc dba Johnson Pipe & Supply Co Inc

Address of Person Doing Business with the County: 999 W 37th St Chicago IL 60609

Phone number of Person Doing Business with the County: 773-927-2427

Email address of Person Doing Business with the County: lmarco@johnsonpipe.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Lance Marco President 773-927-2427

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County:

contract# 1945-18038B

The aggregate dollar value of the business you are doing or seeking to do with the County: $378,345.10

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County:

angelique.randle@cookcountyil.gov, 312-603-4478 Angelique Randle, Contract Negotiator, Office of the Chief Procurement,

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Donna Rusin, Business Manger III, Department of Facilities Management

danuta,rusin2@cookcountyil.gov, 312-603-4175

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒ The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

☐ The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
	N/A		

If more space is needed, attach an additional sheet following the above format.

☐ The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows**:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
	N/A		

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
lance Marco	none		

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
LANCE MARKO	None		

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
LANCE MARKO	None		

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
LANCE MARKO	None		

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient

2-16-23
Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

MARCSUP-01 ASTREENZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/16/2023

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	CONTACT NAME:	
Alliant Insurance Services, Inc. 353 N Clark St 11th Fl Chicago, IL 60654	PHONE (A/C, No, Ext): (847) 444-1060	FAX (A/C, No): (847) 201-4720
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Johnson Pipe & Supply Corp. 999 W. 37th Street Chicago, IL 60609	INSURER A : Mitsui Sumitomo Insurance USA Inc.	22551
	INSURER B : Mitsui Sumitomo Insurance Company of America	20362
	INSURER C : Hartford Insurance Group	00914
	INSURER D : Travelers Property Casualty Company of America	25674
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X		PKG3126889	11/1/2022	11/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X		BVR8406541	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			UMB5700370	11/1/2022	11/1/2023	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		83WECAE1YYE	11/1/2022	11/1/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Commercial Li			EX 2S999360	11/1/2022	11/1/2023	Each Occ/Aggregate	1,000,000

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

RE: Master Certificate for various projects;

Cook County, it's officials, employees and agents are Additional Insureds with respect to the General Liability on a Primary, Non-Contributory basis if required by written contract with the Named Insured, per forms #MS 6401 and #MS 64108 attached.

Cook County, it's officials, employees and agents are Additional Insureds with respect to the Auto Liability if required by written contract with the Named Insured, per form #MS 1431 attached.¬
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Cook County Office of the Chief Procurement Officer
118 North Clark Street
Room 1018
Chicago, IL 60602

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

AGENCY CUSTOMER ID: MARCSUP-01 ASTREENZ

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Alliant Insurance Services, Inc.		Johnson Pipe & Supply Corp. 999 W. 37th Street Chicago, IL 60609
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Coverage is limited to liability arising out of the operations of the Named Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

ENHANCED COMMERCIAL GENERAL LIABILITY COVERAGE FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMON POLICY CONDITIONS

This endorsement modifies coverage and provides increased limits of insurance to enhance your insurance program. The Limits of Insurance stated below are granted by us as enhancements to your insurance program and are subject to the terms and conditions of this endorsement and the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** and **COMMON POLICY CONDITIONS**.

If these Limits of Insurance are not sufficient, you may purchase additional Limits of Insurance. The premium charge will be based on the additional Limits of Insurance you purchase. When you purchase additional Limits of Insurance for any coverage, the Limit of Insurance stated in the Declarations will be in addition to any Limit of Insurance we have granted below.

Summary Of Coverage

1.	**Broad Form Named Insured**	
2.	**Nonowned Watercraft**	
3.	**Property Damage – Property Loaned To You**	
4.	**Property Damage Liability - Elevators**	
5.	**Damage To Premises Rented To You**	
6.	**Personal and Advertising Injury Assumed By Contract**	
7.	**Medical Payments - Increased Period**	**3 Years**
8.	**Supplementary Payments - Increased Limits**	
	Cost of Bail Bonds	**Up To $2,500**
	Loss of Earnings	**Up To $500 Per Day**
9.	**Automatic Additional Insureds By Contract, Agreement Or Permit**	
10.	**Who Is An Insured Redefined - Fellow Employee Coverage and Incidental Medical Malpractice**	
11.	**Duties In The Event Of Occurrence, Claim Or Suit Redefined**	
12.	**Unintentional Failure To Disclose All Hazards**	
13.	**Waiver Of Transfer Of Rights Of Recovery Against Others To Us**	
14.	**Liberalization**	
15.	**Bodily Injury Redefined**	
16.	**Insured Contract Redefined**	
17.	**Mobile Equipment Redefined (<u>This provision is not applicable in New York or Virginia</u>)**	
18.	**Personal and Advertising Injury Redefined**	
19.	**Additional Definitions**	
20.	**Cancellation Condition**	**90 Days**

The following **OPTIONAL COVERAGE** applies only if a YES is indicated next to the coverage below.

YES **Additional Insured – Broad Form Vendors**

1. **Broad Form Named Insured**

   a. The second paragraph of the preamble of this Coverage Form is replaced by the following:

      Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, any other person or organization qualifying as a Named Insured under this policy, and any "controlled business entity". The words "we", "us" and "our" refer to the company providing this insurance.

      As used in this endorsement, the term "controlled business entity" means any business entity in which the Named Insured owns an interest of more than 50 percent during the policy period and for which similar coverage is not otherwise more specifically provided. However, we will not pay any sums such a "controlled business entity" must pay as damages because of "bodily injury" or "property damage" to which this insurance applies caused by an "occurrence" that occurred before the Named Insured acquired or formed the "controlled business entity", or because of "personal and advertising injury" to which this insurance applies caused by an offense committed before the Named Insured acquired or formed the "controlled business entity." Notwithstanding the foregoing, we will not pay any sums or perform any acts or services on behalf of any person or organization for which coverage is specifically excluded by endorsement.

   b. Paragraph **3.** of **Section II – Who Is An Insured** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is deleted in its entirety.

2. **Nonowned Watercraft**

   Paragraph **g.(2)** of **2. Exclusions** of **Section I – Coverage A Bodily Injury And Property Damage Liability** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by the following:

   (2) A watercraft you do not own that is:

      (a) Less than 75 feet long; and

      (b) Not being used to carry persons or property for a charge;

3. **Property Damage – Property Loaned To You**

   Paragraph **j.(3)** of **2. Exclusions** of **Section I – Coverage A Bodily Injury And Property Damage Liability** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended by adding the following:

   This exclusion **j.(3)** does not apply to property loaned to you, which is not being used by you to perform "your work".

   Our obligation to pay for damages because of such "property damage" is excess over any valid and collectible insurance (including any deductible), whether primary, excess, contingent or on any other basis.

4. **Property Damage Liability - Elevators**

   Exclusions **j.** and **k.** of **Section I – Coverage A Bodily Injury And Property Damage Liability** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** are amended as follows:

   a. Exclusion **j.** is amended to add the following:

      Paragraphs **(3), (4)** and **(6)** of this exclusion **j.** do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

   b. Exclusion **k.** is amended to add the following:

      This exclusion **k.** does not apply to:

      (1) The use of elevators; or

      (2) Liability assumed under a sidetrack agreement.

   Our obligation to pay sums for damages because of such "property damage" is excess over any other valid and collectible

insurance (including any deductible), whether primary, excess, contingent or on any other basis.

5. Damage To Premises Rented To You

Paragraph **6.** of **Section III – Limits Of Insurance** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by the following:

a. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, or "explosion", while rented to you or temporarily occupied by you with permission of the owner.

b. The most we will pay for Damage To Premises Rented To You will be the greater of:

(1) $300,000; or

(2) The amount shown in the Declarations.

6. Personal and Advertising Injury Assumed by Contract

Paragraph **e. Contractual Liability** of **2. Exclusions** of **Section I – Coverage B Personal And Advertising Injury Liability** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by the following:

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in an "insured contract", provided the "personal and advertising injury" arises out of an offense committed subsequent to the execution of the "insured contract". Solely for the purpose of liability assumed in an "insured contract", where the "personal and advertising injury" arises out of an offense committed subsequent to the execution of the "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

7. Medical Payments - Increased Period

Paragraph **a.** of **1. Insuring Agreement** of **Section I – Coverage C Medical Payments** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

(c) The injured person submits to examination, at our expense, by

physicians of our choice as often as we reasonably require.

8. Supplementary Payments - Increased Limits

Paragraphs **1.b.** and **1.d.** of **Section I – Supplementary Payments – Coverages A and B** of the **COMMERCIAL GENERAL LIABILITY COVEAGE FORM** are replaced by the following:

b. Up to $2,500 for the 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.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

9. Automatic Additional Insureds By Contract, Agreement Or Permit

a. Paragraph **2.** of **Section II – Who Is An Insured** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended by adding the following:

Any person or organization with whom you agreed, in a written contract, agreement or permit, to provide insurance such as is afforded under this Coverage Form, but only with respect to your operations, "your work" or facilities owned or occupied by, or rented or loaned to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a written contract, agreement, or permit, the insurance afforded to such additional insured will not be broader than that which you are required by the written contract, agreement, or permit, to provide for such additional insured.

b. The following additional exclusions apply to the insurance afforded by Paragraph **a.** above.

This insurance does not apply:

(1) Unless the written contract, agreement or permit has been issued prior to the "bodily injury", "property damage" or "personal and advertising injury";

(2) To any person or organization included as an insured by any other endorsement issued by us and made part of this Coverage Form;

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage" or "personal and advertising injury" arises out of the sole negligence of the lessor.

(4) To any engineer, architect or surveyor if the "bodily injury", "property damage" or "personal and advertising injury" arises out of the rendering or the failure to render professional architectural, engineering or surveying services by or for you, including:

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

(b) 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", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

(5) To any:

(a) Owners or other interests from whom land has been leased; or

(b) Managers or lessors of premises

If:

(i) The "occurrence" takes place after you cease to be a tenant of such land or premises; or

(ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the owner, manager or lessor.

c. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**
If coverage provided to the additional insured is required by a written contract, agreement, or permit, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, agreement, or permit; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

10. Who Is An Insured Redefined - Fellow Employee Coverage and Incidental Medical Malpractice

Paragraph **2.a.(1)** of **Section II – Who Is An Insured** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by the following:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company);

(b) For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** above; or

(c) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to nurses, emergency medical technicians or paramedics who are employed by you to provide medical or paramedical services.

11. Duties In The Event Of Occurrence, Offense, Claim, or Suit Redefined

Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim or Suit** of **Section IV – Commercial General Liability Conditions** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended by adding the following::

e. With respect to an "occurrence", offense, claim or "suit":

(1) Knowledge of an "occurrence", offense, claim or "suit" by an agent,

servant or "employee" of any insured, and receipt of any demand, notice, summons or other legal paper in connection with a claim or "suit" by any agent, servant or "employee" of any insured, shall not in itself constitute knowledge or receipt of such information by you or by an involved insured, unless and until you, or an "executive officer", in-house or outside counsel, risk manager or "employee" assigned to the risk management, insurance or safety department (other than clerical staff), or any other agent or "employee" designated to receive or handle notices of an "occurrence" or offense which may result in a claim or "suit" shall have such knowledge or shall have received such demand, notice, summons or legal paper from the agent, servant or "employee."

(2) Failure of any agent, servant or "employee" of any insured to notify us of a known "occurrence", offense, claim or "suit" shall not prejudice coverage afforded by this policy, provided that we are notified of the "occurrence", offense, claim or "suit" once it is known to you, or to an "executive officer", in-house or outside counsel, risk manager, or "employee" assigned to the risk management, insurance or safety department (other than clerical staff) or any other agent or "employee" designated to receive or handle notices of an "occurrence" or offense which may result in a claim or "suit."

12. Unintentional Failure To Disclose All Hazards

Paragraph **6. Representations** of **Section IV – Commercial General Liability Conditions** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended by adding the following:

Your failure to disclose hazards existing as of the inception date of this policy shall not prejudice you with respect to the insurance provided by this Coverage Form, provided such failure or omission was not intentional. However, this provision does not affect our right to collect additional premium for any such hazard or to exercise our right of cancellation or nonrenewal

13. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended by adding the following:

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", if:

a. The waiver of such rights is required in a written contract or agreement with that person or organization; and

b. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract"; but,

these provisions only apply to the person or organization addressed in **a.** and **b.** above, and only if the injury or damage occurs after the execution of the written contract of agreement.

14. Liberalization

Section IV – Commercial General Liability Conditions of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended by adding the following:

Liberalization

If we adopt a change in the insurance provided by this policy that would broaden the scope of insurance afforded to you without additional premium charge, then the broader insurance will apply. It will apply

when the change becomes effective in your state.

15. Bodily Injury Redefined

The definition of "bodily injury" in Paragraph **3.** of **Section V – Definitions** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by the following:

3. "Bodily injury" means bodily injury, sickness, disease or "incidental medical malpractice" sustained by a person, including mental anguish or injury, humiliation, embarrassment, or death resulting from any of these at any time.

16. Insured Contract Redefined

The definition of " insured contract" in Paragraph **9.** of **Section V – Definitions** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended as follows:

Paragraph **a.** is replaced by the following:

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 water, fire, lightning, explosion, or smoke to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

Paragraph **c.** is replaced by the following:

c. Any easement or license agreement;

Paragraph **f.** is replaced by the following:

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," "property damage" or "personal and advertising injury" 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 Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

17. Mobile Equipment Redefined - <u>This provision is not applicable in New York or Virginia.</u>

Paragraph **f.(1)** of the definition of "Mobile Equipment" in Paragraph **12.** of **Section V – Definitions** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight, designed for use principally off highways.

18. Personal and Advertising Injury Redefined

The definition of "Personal and Advertising Injury" in Paragraph **14.** of **Section V – Definitions** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended by adding the following:

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) An insured; or

(b) Any "executive officer", director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

19. Additional Definition

Section V – Definitions of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended by adding the following definitions:

"Incidental medical malpractice" means injury arising out of the negligent rendering of, or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services provided you are not engaged in the business or occupation of providing any services referred to in this definition.

"Explosion" means a sudden release of expanding pressure accompanied by a noise, a bursting forth of material and evidence of the scattering of debris to locations further than would have resulted by gravity alone.

"Explosion" does not include any of the following:

a. Artificially generated electrical current including electrical arcing, that disturbs electrical devices, appliances or wires;

b. Rupture or bursting of water pipes;

c. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control; or

d. Rupture or bursting caused by centrifugal force.

20. Cancellation Condition

Paragraph **2.b.** of **Section A. Cancellation** of the **COMMON POLICY CONDITIONS** is replaced by the following:

a. 90 days before the effective date of cancellation if we cancel for any other reason.

OPTIONAL COVERAGE

The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended to provide the following **Optional Coverage** only if a YES is indicated next to **Additional Insured – Broad Form Vendors** on the first page of this endorsement.

Additional Insured - Broad Form Vendors

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) with whom you have agreed, in a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your product" which is distributed or sold in the regular course of the vendor's business.

However:

a. The insurance afforded to such vendor only applies to the extent permitted by law; and

b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

2. The insurance afforded by this paragraph does not apply to:

a. "Bodily Injury" or "property damage" for which the vendor is obligated to pay

damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in "your product" made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution or parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in connection with the sale of "your product";

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product"; or

g. "Your product" which, after distribution or sale by you, has been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its "employees" or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Paragraphs **d.** or **f.** above; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in connection with the sale of "your product."

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

4. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

a. Required by the contract or agreement; 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.

All other terms and conditions remain unchanged.

MSIG

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENHANCED COMMERCIAL AUTO COVERAGE ENDORSEMENT – BUSINESS AUTO COVERAGE FORM

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
COMMON POLICY CONDITIONS

This endorsement broadens coverage and provides additional limits of insurance that enhances your insurance program. The limits of insurance for coverages stated below are granted by us as additions to your insurance program and are subject to the terms and conditions of this endorsement and the Business Auto Coverage Form.

If these limits of insurance are not sufficient, you may purchase additional limits of insurance for one or more coverages. The premium charge will be based on the additional limits of insurance you purchase. When you purchase additional limits of insurance for any coverage, the limit of insurance stated in the Declarations will be in addition to any limit of insurance we have granted below.

Summary Of Coverage

1.	**Broad Form Named Insured**	
2.	**Automatic Additional Insureds – By Contract, Agreement Or Permit**	
3.	**Employees As Insureds**	
4.	**Coverage Extensions – Supplementary Payments**	
	Bail Bonds – Up To	**$5,000**
	Loss Of Earnings – Up To	**$500 Per Day**
5.	**Deletion Of Fellow Employee Exclusion**	
6.	**Limited Waiver - Glass Breakage Deductible**	
7.	**Physical Damage Coverage - Coverage Extensions**	
	Transportation Expenses	
	Per Day Limitation	**$50**
	Maximum Limit	**$1,500**
	Loss Of Use - Expenses	
	Per Day Limitation	**$20**
	Maximum Limit	**$600**
	Loss Of Use – Hired Auto Physical Damage	
	Actual Financial Loss – Any One Accident	**$750**
	Maximum Annual Limit – All Accidents Or Losses	**$3,500**
	Hired Auto Physical Damage	
	Maximum Days	**30 Days**
	Maximum Limit – Any One Loss	**$50,000**
	Physical Damage - Personal Effects	**$500**
8.	**Physical Damage - Accidental Discharge Of Airbag Coverage**	
9.	**Rental Reimbursement Coverage**	
	Per Day Limitation	**$30**

Maximum Days **45 Days**

10. **Unintentional Failure To Disclose All Hazards**
11. **Duties In The Event Of Accident, Claim, Suit Or Loss**
12. **Cancellation Condition – Any Other Reason** **90 Days Notice**
13. **Additional Definitions**

1. Broad Form Named Insured

Throughout this policy the words "you" and "your(s)" refer to the Named Insured shown in the Declarations and any "controlled business entity". As used in this endorsement, the term "controlled business entity" means any business entity not otherwise specifically excluded elsewhere in this policy, in which the Named Insured owns, during the policy period, an interest of more than 50 percent and for which similar coverage is not otherwise more specifically provided.

However, we will not pay any sums such a "controlled business entity" must pay as damages because of "bodily injury" or "property damage" to which this insurance applies caused by an "accident" that occurred anytime during the policy period when the Named Insured owned an interest of 50% or less in such business entity and resulting from the ownership, maintenance or use of a covered "auto" owned or hired by the "controlled business entity". In addition, we will not pay any "loss" to a covered "auto" owned or hired by the "controlled business entity" or its equipment that occurred anytime during the policy period when the Named Insured owned an interest of 50% or less in such business entity.

2. Automatic Additional Insureds – By Contract, Agreement Or Permit

Paragraph **1. Who Is An Insured** of **A. Coverage** of **Section II – Liability Coverage** in the Business Auto Coverage Form is amended to include as an "insured" any person or organization with whom you agreed, in a written contract, agreement or permit, to provide insurance such as afforded under this Coverage Part, but only with respect to your ownership, maintenance or use of a covered "auto."

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

3. Employees As Insureds

Paragraph **1. Who Is An Insured** of **A. Coverage** of **Section II – Liability Coverage** in the Business Auto Coverage Form is amended to include as an "insured" any "employee" of yours while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

4. Coverage Extensions – Supplementary Payments

Subparagraphs **a. (2)** and **a. (4)** of Paragraph **a. Supplementary Payments** of **2. Coverage Extensions** of **A. Coverage** of **Section II – Liability Coverage** in the Business Auto Coverage Form are deleted in their entirety and replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

5. Deletion Of Fellow Employee Exclusion

Paragraph **5. Fellow Employee** of **B. Exclusions** of **Section II – Liability Coverage** in the Business Auto Coverage Form does not apply if "bodily injury" results from the use of a covered "auto" you own or hire. This insurance is excess over any other collectible insurance.

6. Limited Waiver - Glass Breakage Deductible

The following is added to paragraph **3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles** of **A. Coverage** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form:

Any deductible shown in the Declarations as applicable to a covered “auto” will not apply to glass breakage if such glass is repaired, rather than replaced.

7. Physical Damage Coverage - Coverage Extensions

Paragraph **A.4. Coverage Extensions** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form is deleted in its entirety and replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,500 for temporary 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 temporary 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".

b. Loss Of Use Expenses

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

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for “loss of use” is $20 per day, to a maximum of $600.

c. Loss Of Use - Hired Auto Physical Damage

We will pay for "actual financial loss” up to a maximum of $750 for any one "accident" or "loss", subject to a maximum annual limit of $3,500 for all such "accidents" or "losses", when you are required by written contract to indemnify a lessor for "actual financial loss" because of “loss of use” of a hired “auto” resulting from a covered “accident” or “loss”. This insurance is excess over any other insurance for “Loss Of Use” - Hired Auto Physical Damage coverage where provided by statutory provisions.

d. Hired Auto Physical Damage

If Comprehensive, Specified Causes of Loss or Collision Coverages are provided under this policy, we will provide coverage for “autos” that you hire, lease, rent or borrow from others without a driver or your “employee” hires, without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, equal to the broadest physical damage coverage applicable to any covered “auto” shown in the

Declarations. With respect to coverage provided under this Coverage Extension, the most we will pay for any one “loss” is $50,000 or Actual Cash Value or Cost of Repair, whichever is less, minus a deductible for each covered “auto” that is equal to the largest deductible applicable to any owned “auto” for that coverage. No deductible applies to “loss” caused by fire or lightning. In addition, coverage provided under this Coverage Extension is excess over any other collectible insurance. This Coverage Extension does not provide coverage for “loss of use” of a hired "auto".

e. Physical Damage - Personal Effects

In the event of a total theft of a covered “auto”, we will pay up to a maximum of $500 per loss for personal effects in the covered “auto” at the time of loss.

8. Physical Damage - Accidental Discharge Of Airbag Coverage

The following is added to paragraph **3.** of **B. Exclusions** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form:

This exclusion does not apply to the accidental discharge of an airbag caused by or arising from mechanical or electrical breakdown, provided the covered “auto” does not also incur other physical damage. This insurance is excess over any other collectible insurance or warranty. No deductibles apply to this Airbag Coverage.

9. Rental Reimbursement Coverage

a. We will pay up to $30 per day, for up to 45 days, for rental reimbursement expenses incurred by you for the rental of an “auto” because of “loss” to a covered “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(1) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

(2) 45 days.

c. Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred.

(2) $1,350

d. This coverage does not apply while there are spare or reserve “autos” available to you for your operations.

e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **Physical Damage CoverageE** Coverage Extension.

10. Unintentional Failure To Disclose All Hazards

Your failure to disclose hazards existing as of the inception date of this policy shall not prejudice you with respect to the insurance provided by this Coverage Part, provided such failure or omission was not intentional. However, this provision does not affect our right to collect additional premium for any such hazard or exercise our right of cancellation or nonrenewal.

11. Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **2.a. Duties In The Event Of Accident, Claim, Suit Or Loss** of **A. Loss Conditions** of **Section IV - Business Auto Conditions** in the Business Auto Coverage Form is amended as follows:

Your obligation to provide prompt notice applies only when the “accident” or “loss” is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

Paragraph **2.b. Duties In The Event Of Accident, Claim, Suit Or Loss** of **A. Loss Conditions** of **Section IV - Business Auto Conditions** in the Business Auto Coverage Form is amended as follows:

Your obligation relative to providing us with documents concerning a claim or “suit” will not be considered breached unless the breach occurs after such claim or “suit” is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

12. Cancellation Condition – Any Other Reason

Paragraph **2.b.** of **A. Cancellation** of the Common Policy Conditions is deleted in its entirety and replaced by the following:

b. 90 days before the effective date of cancellation if we cancel for any other reason.

13. Additional Definitions

As used in this endorsement:

"Actual financial loss" means the actual loss of earnings that would have been earned by the lessor of a hired "auto" if there had been no "property damage" to the hired "auto".

“Loss of use” means the “loss” incurred by a person engaged in the business of renting or leasing vehicles that are rented or leased without a driver, to persons other than the owner, during the period of time that such vehicle is out of use because of actual damage to or “loss” of that vehicle.

All other terms and conditions remained unchanged.