

AGREEMENT FOR FURNITURE SUPPLY, DELIVERY, ASSEMBLY AND INSTALLATION

This Agreement for Furniture Supply, Delivery, Assembly and Installation (the "Agreement"), made this 17th day of April, 2026, by and between the Wheaton Park District, an Illinois park district (the "Park District") with its principal place of business at 102 W. Wesley Street, Wheaton, Illinois, and Thomas Interior Systems, Inc., an Illinois corporation (the "Contractor"), with its principal place of business at 122 N. Main Street, Wheaton, Illinois, collectively referred to as the "Parties" or individually as "Party."

WITNESSETH

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

- A. The District requires supply, delivery, assembly and installation of furniture and related services and materials for the Community Center as more fully defined in the Scope of Work contained in the Instructions to Bidders and Bid Documents for the project "2026 Ray Morrill Community Center Room Furniture Supply/Delivery/Installation Bid".
- B. Contractor has represented to the District that Contractor is an experienced provider capable of providing, delivering and setting up/assembling the furniture, equipment and related materials as set forth in the Bid Documents, and Contractor desires to perform the work.
- C. The District deems it in the best interest of the District to enter into an agreement with the Contractor to provide and deliver the chemicals.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which each Party hereby acknowledges, the Parties respectively agree and represent as follows:

1. Labor and Materials

The Contractor shall provide all labor, furniture, equipment and materials required to complete the following work: supply, delivery, assembly and installation of furniture and related items/services as more fully described in the bid documents for the project "2026 Ray Morrill Community Center Room Furniture Supply/Delivery/Installation Bid" (the "Work"), as indicated in the Scope of Work in the Bid Documents, dated March 12, 2026, attached to and incorporated as part of this Agreement by reference (the "Project Manual"). Delivery shall F.O.B. be to Wheaton Park District Community Center, 1777 South Blanchard Road, Wheaton, Illinois 60189 or as otherwise directed by the Park District.

2. Contract Documents

The Contract Documents consist of this Agreement between the Park District and the Contractor, the Invitation to Bid, Instruction to Bidders, General Terms and Conditions, Supplementary Conditions, Special Conditions, Contractor's Bid Form dated March 27, 2026 and attached to and incorporated as part of this Agreement as **Exhibit A**, Contractor's Compliance and Certifications Attachment, attached to and incorporated as part of this Agreement as **Exhibit B**, Addendum #1 (dated March 16, 2026) and Addendum #2 (dated March 24, 2026), attached to and incorporated as part of this Agreement as **Exhibit C**, and any modifications issued after the execution of this Agreement. Modifications to this Contract may only be made in writing and endorsed by the Parties. All of the terms, conditions and specifications contained in the Project Manual are incorporated herein.

The Contract Documents represent the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the other Party that is not contained in the Contract Documents shall be valid or binding. In the event of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Documents, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following order of priority: a) Modifications; b) this Agreement and the General Conditions; c) Specifications; and d) Contractor's Proposal.

3. Term

Except for provisions that are stated to survive the expiration or termination of this Agreement, the term of this Agreement shall be from the date of execution through the date of Final Completion of the Work.

The Work, and each phase of the Work, shall be timely completed according to the dates set forth in the Scope of Work section of the bid documents provided, however, that Substantial Completion shall be not later than June 14, 2026 unless extended in writing by the Park District, and Final Completion of all Work shall be not later than June 29, 2026 unless extended in writing by the Park District. Notwithstanding the foregoing, the parties acknowledge and agree that remodeling construction by others must be completed prior to starting this project. Owner anticipates, but does not guarantee, that such work will be completed by May 11, 2026. No claim for escalation, storage costs, or delay damages will be permitted if the remodeling construction work by Others is not completed by May 11, 2026 or such other time as permitted by Owner; Contractor's only remedy in such case will be an extension of time to complete the Work.

4. Performance of Work

Contractor agrees to perform all Work in a good and workmanlike manner in accordance with the Contract Documents and to timely furnish, deliver, assemble and install all furniture and related items. Contractor shall not interfere in any way with and shall cooperate fully with other contractors used by Park District for any other work at the Project sites.

5. Contract Sum

The District agrees to pay Contractor for the proper and timely performance of all of the Work in strict accordance with the Agreement the sum of Sixty-One Thousand Eight Hundred Ninety-Nine dollars and Ninety-Three cents (\$61,899.93).

6. Payment

Contractor shall submit to the Park District monthly invoices itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice. Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

7. Performance of the Work

Contractor agrees to perform all Work in a good and workmanlike manner. Contractor acknowledges that the Community Center will remain open to the public during the Work. Therefore, in performance of the Work, Contractor shall not interfere in any way with and shall cooperate fully with District employees and any other contractors procured by the District.

8. Delivery; Assembly, Installation

As part of the Work, Contractor shall deliver, assemble and install all furniture and equipment to the locations set forth in Section 1 or as otherwise directed by the District.

9. Safety of Persons and Property

- A. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, the personnel, means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. The Contractor shall all take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - i. employees engaged in the Work and other persons who may be affected thereby;
 - ii. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors;
 - iii. Park District employees and other persons present at the site(s) of Contractor's Work, including members of the public; and
 - iv. Personal and real property owned by the Park District.

- B. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor at its cost shall promptly remedy damage and loss to Park District real or personal property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except to the extent said damage or loss is attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.

10. Warranty

Contractor warrants to the Park District that furniture furnished under the Agreement will be of the best quality and new, that the Work will be free from defects and deficiencies, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Contractor shall unconditionally guarantee the furniture provided for the Work for a period of one year from the date of delivery or for the duration of the manufacturer's warranty, whichever is longer. If, within the guarantee period, any defects or signs of defects are noted which, in the opinion of the Park District, are due to faulty materials, the Park District shall notify the Contractor. At the Contractor's expense, the Contractor shall replace or adjust the materials to the correct condition to the complete satisfaction of the Park District.

11. Correction of Deficiencies.

If Contractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within forty-eight (48) business hours after receipt of written notice from the Park District to commence and continue correction of such default or neglect with diligence and promptness, the Park District may, without prejudice to other remedies the Park District may have, correct such deficiencies. In such case, the Park District shall deduct from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Park District. The rights and remedies of the Park District stated in this Agreement shall be in addition to and not in limitation of, any other rights of the Park District granted at law or in equity.

12. Cleaning Up

The Contractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement.

13. Title

Title to the waste materials removed by Contractor as part of the Work shall transfer to Contractor upon Contractor's receipt or collection of said materials unless otherwise provided by applicable law.

Title to all furniture, equipment and related supplies and materials shall transfer to the District upon delivery to the District.

14. Termination

- A. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for equipment, supplies, materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section, including without limitation any consequential damages, which Contractor hereby expressly waives.
- B. Park District may terminate the Agreement, in whole or in part, for cause as follows:
 - (i) In the event Contractor breaches any of the provisions of this Agreement, Park District may terminate the Agreement immediately upon written notice to Contractor, if Contractor shall not have cured such breach within forty eight (48) business hours after Park District shall have first notified Contractor of such breach in writing or, if by its nature the breach is not capable of being cured within said forty-eight (48) business hours, Contractor shall not have commenced such cure within said forty-eight (48) business hours and diligently pursued same to completion; provided, however, that if Contractor shall have repeatedly breached the same or other provisions previously, Park District may terminate the Agreement immediately without affording Contractor an opportunity to cure the breach, upon written notice to Contractor, and further provided that failure to maintain required insurance coverage shall be cause for immediate termination of the Agreement, or the immediate suspension of the Agreement until such insurance has been obtained and satisfactory proof thereof

provided to Park District, in either case upon written notice to Contractor without opportunity to cure. In the event of termination pursuant to this Section: a) the Park District shall not pay Contractor for any portion of the Work not completed in accordance with the Contract Documents; b) the Park District shall deduct from payments due to the Contractor the cost of correcting any deficiencies in accordance with Section 11 of this Agreement; and c) Contractor shall be liable to the Park District for the increased cost to the Park District of obtaining services from a substitute contractor(s).

(ii) If Contractor is adjudged as bankrupt, or if Contractor makes a general assignment for insolvency, or if any provision of the bankruptcy law is invoked by or against Contractor, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, a) immediately terminate the retention of Contractor and/or b) finish or cause to be finished the Contractor's services required under this Contract by whatever method and by whichever persons the Park District deems expedient. In such case, Contractor shall not be entitled to receive any payment until the Work is completed. If the unpaid balance of the Contract Sum exceeds: (1) the expenses of completing the Work, including compensation for additional managerial and administrative services, plus (2) the Park District's losses and damages because of Contractor's default (collectively "Park District Expenses and Damages"), such excess shall be paid to Contractor. If the Park District Expenses and Damages exceed such unpaid balance, Contractor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Contract.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination. Notwithstanding anything in this Agreement to the contrary, Contractor's obligations under Section 16 shall survive the termination or expiration of this Agreement.

15. Insurance

Contractor will procure and maintain, during the Term, the insurance coverage requirements as set forth in the bid documents and are incorporated or such other insurance coverages as shall be required by the Park District's insurer or the risk management agency of which the Park District is a member.

16. Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of Contractor's performance of the Work or the products supplied by Contractor, provided that any such claim, damage, loss or expense (i) arises out of bodily injury, sickness, disease or death, or injury to or

destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) arises from in whole or in part any act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify, defend and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement. Contractor's obligations under this Section shall survive the termination or expiration of this Agreement.

17. Compliance with Laws and Permits

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations, including but not limited to those laws specified in Contractor Compliance and Certifications Attachment. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement.

18. Choice of Law and Venue

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced exclusively in the Circuit Court of DuPage County, Illinois, and the parties hereby consent to, and waive objection to, the exclusive jurisdiction and venue of said court, but only after exhausting all possible administrative remedies. In the event the Park District initiates litigation under, regarding or to enforce this Agreement and is the prevailing party, it shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

19. No Liability

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Work and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

20. No Third-Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses, and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

21. No Waiver

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

22. Independent Contractor

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

23. Non-Assignment

This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

24. Subcontracts.

Contractor shall not subcontract this Agreement or any part of this Agreement without the prior written consent of the Park District. Any subcontract that Contractor enters into for the Work

shall be in writing and shall specifically provide that the Park District is an intended third-party beneficiary of such subcontract and that the Park District shall have the right to enforce the subcontractor's obligations thereunder after the occurrence of a default under the contract by the Contractor. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, including without limitation this Agreement, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Park District.

25. Notices

All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by facsimile or e-mail transmission, provided such transmission together with confirmation of such transmission is also sent on the transmission date to the other Party by United States mail, with postage therewith prepaid; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other party at the following addresses:

If to Park District: Wheaton Park District
 102 E. Wesley Street
 Wheaton, IL 60187
 (Fax) 630-665-5880
 Attention: Executive Director

If to Contractor: Thomas Interior Systems, Inc.
 122 N. Main Street
 Wheaton, IL 60187
 Attn: Paul T. Klobucher, President

26. Entire Agreement; No Amendment

This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

27. Headings

The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

28. Severability

The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

29. Waiver of Consequential Damages

The Contractor expressly waives all claims against the Park District for consequential damages arising out of or relating to this Contract including, without limitation, damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work. This waiver is applicable, without limitation, to all consequential damages due to termination in accordance with Section 14. Nothing contained in this Section shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

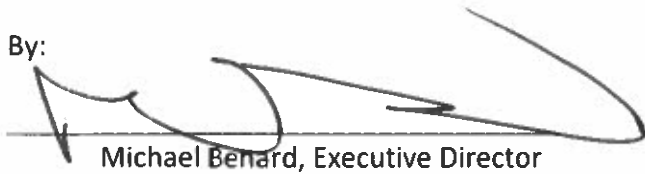
30. Prevailing Wages

This Project is subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the wage determination, and any subsequent determinations issued by, the Illinois Department of Labor. These revisions may be accessed by computer at <http://labor.illinois.gov/>. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. All certified payroll documents for this project shall be submitted directly to the Illinois Department of Labor ("IDOL") through the IDOL Certified Transcript of Payroll Portal, which can be accessed at: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>. All bonds provided by the Contractor and its subcontractors shall include a provision guarantying performance of the prevailing wage clause contained in the Contract. Notwithstanding anything else in this Agreement to the contrary, the Owner's obligation to make payment to Contractor shall be expressly contingent upon Contractor's timely submission of certified payrolls as required by the Prevailing Wage Act on forms promulgated by the Illinois Department of Labor. The Contractor shall insert into each subcontract a requirement that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work on the project and a requirement that each subcontractor insert a comparable requirement into each lower tiered subcontract.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

WHEATON PARK DISTRICT

By:

A handwritten signature in black ink, appearing to be 'Michael Benard', written over a horizontal line.

Michael Benard, Executive Director

Attest:

By:

CONTRACTOR

By:

A handwritten signature in black ink, appearing to be 'Paul T. Klobucher', written over a horizontal line.

Paul T. Klobucher, President

Attest:

By:

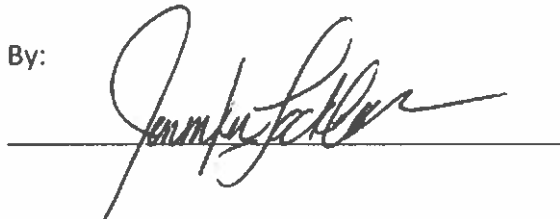
A handwritten signature in black ink, written over a horizontal line.

Exhibit A
Contractor's Proposal Attachment

PROPOSAL TO THE WHEATON PARK DISTRICT
BOARD OF PARK COMMISSIONERS
FOR THE PROVISION AND INSTALLATION OF
2026 RAY MORRILL COMMUNITY CENTER ROOM FURNITURE SUPPLY/DELIVERY BID

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

- A. That he has carefully examined the written Specifications and Drawings and is thoroughly familiar therewith, and that he has visited the site of the proposed Work to arrive at a clear understanding of the conditions under which the Work is to be done, and that he has compared the site with the Drawings and Specifications and has satisfied himself as to all conditions affecting the execution of the Work;
- B. That all modifications have been submitted with this bid;
- C. That he has checked carefully the bid figures and understands that he shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;
- D. That it is understood and agreed that the Wheaton Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or Work, and to waive any technicalities;
- E. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;
- F. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
 - (a) Furnish all bonds and insurance required by the Contract Documents;
 - (b) Accomplish the Work in accordance with the Contract Documents; and
 - (c) Complete the Work within the time requirements as set forth in the Bid Documents.
- G. That if this bid is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Bid Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
- H. Omitted;
- I. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its

- completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;
- J. That the Bidder shall have full responsibility for coordinating, expediting, and managing payment requests, and administering the Project and subcontractors;
 - K. That the Bidder has submitted, in order to be considered eligible for this job, a list of at least five projects of similar size and scope within the past three years; and
 - L. That Bidder has submitted an executed Contractor Compliance and Certification Attachment.

Submitted this 27th day of March, 2026.

Name: Thomas Interiors
 By: Paul Klobucher
 Signature: *Paul Klobucher*
 Title: President

SUBSCRIBED AND SWORN TO before me
 this 27th day of March, 2026.

Donna M Smith
 Notary Public

STATE OF ILLINOIS)
)
 COUNTY OF DUPAGE)



PROPOSAL TO THE WHEATON PARK DISTRICT
BOARD OF PARK COMMISSIONERS
FOR THE PROVISION AND INSTALLATION OF
2026 RAY MORRILL COMMUNITY CENTER ROOM FURNITURE SUPPLY/DELIVERY BID

The undersigned Bidder agrees that should this bid be accepted by the Owner, the undersigned will be bound to the Wheaton Park District Board of Park Commissioners to furnish and deliver all materials, tools and equipment, and perform all work necessary for the Wheaton Park District to complete the construction of all items detailed in the written Specifications for the amounts set forth as follows:

This is a lump sum bid. The quantities provided by Owner in the Bid Form are estimated and provisional and are given for the Bidder's convenience as well as provide a common basis for bidding. **The Bidder is responsible for verifying all estimated quantities and/or perform his or her own quantity take-off of work items.**

BASE BID PROPOSAL

(Please complete in ink, and print or type)

Base Bid	Total Amount
NEW ROOM FURNITURE (Supply, Delivery Assembly and Installation)	\$ 61,899.93
Base Bid Total (from page 17 of bid worksheet)	

Addendum # 1 2 have been received and acknowledged.

The Bidder further certifies that the official name or title and the business address of the Bidder to be considered as of the making of this bid is as follows:

COMPANY NAME: Thomas Interiors
NAME OF BIDDER
(please print): Jennifer Locklear
TITLE: Business Development Sales Representative
ADDRESS OF BIDDER: 122 N. Main Street
CITY, STATE and ZIP: Wheaton IL 60178 **FAX NUMBER:** n/a
PHONE NUMBER: 630-980-4200 **E-MAIL:** jenniferl@thomasinteriors.com
CELL PHONE NUMBER: 630-269-2893
DATED THIS 27th **DAY OF** March **2026**

SIGNATURE:



PROJECT: 2026 RAY MORRILL COMMUNITY CENTER ROOM FURNITURE SUPPLY/DELIVERY BID

(Please complete in ink, and print or type)

The Bidder is responsible for verifying all estimated quantities and/or perform his or her own quantity take off of work items.

ALTERNATE BID	Total Amount
None	\$ 0.00

COMPANY NAME: Thomas Interiors

PROJECT: 2026 RAY MORRILL COMMUNITY CENTER ATHLETIC ROOM FURNITURE
SUPPLY/DELIVERY BID

UNIT COSTS: **NONE**

(Please complete in ink, and print or type)

This is a lump sum bid. Unit prices shall be provided for the purpose of facilitating adjustments to the base bid where unforeseen work is needed or by the request of the Owner. The Owner must agree to the quantity of work and shall provide written notice prior to proceeding with additional work.

The Bidder is responsible for verifying all estimated quantities and/or perform his or her own quantity take off of work items.

COMPANY NAME: Thomas Interiors

PROJECT: 2026 Ray Morrill Community Center Room Furniture Supply/Delivery Bid
REFERENCES - MUST SUBMIT FIVE (Within the past three 3 years)

1. Project Name & Address: Gateway Foundation Chicago Independence Detox Center
3828 W Taylor St Chicago IL 60624
Project Date: May 2025 Phone: 312-663-1130
Owner & Contact Name: John Kearney Director of Facilities
Contact Email Address: jkearney@gatewayfoundation.org
Description of Project: New Department was added to an existing part of the building. We added workstations & private offices for staff and Cafeteria, Lounge and Bedroom furniture for the patients.
2. Project Name & Address: Decatur Public Library, 130 N Franklin St Decatur, IL 62523
Project Date: June 2025 Phone: 217-421-9713
Owner & Contact Name: Rick Meyer, City Librarian
Contact Email Address: rmeyer@decaturlibrary.org
Description of Project: The library was refreshed with ancillary furniture as well as custom new circulation desk. We were able to provide decommission services for the existing circulation desk right before the new one was installed by another contractor.
3. Project Name & Address: Relativity, 231 South LaSalle St , 20th Floor, Chicago, IL 60604
Project Date: July 2024 Phone: 312-730-5462
Owner & Contact Name: Mar Tenas i Bastida, Sr. director Corporate Services
Contact Email Address: mar.bastida@relativity.com
Description of Project: Relativity moved to an entirely new space which was 70,000 sq feet. We provided either new furniture or repurposed existing furniture from their old space.
4. Project Name & Address: Wheaton College Campus Commons, 421 N Chase St, Wheaton, IL 60187
Project Date: 2023 Phone: 630-752-5596
Owner & Contact Name: Whitley Grey, Assistant Director – Facilities Planning & Design
Contact Email Address: whitley.grey@wheaton.edu
Description of Project: Wheaton College refreshed a 15,000 sq. ft multipurpose space with all new ancillary furniture.
5. Project Name & Address: NBC Universal Chicago, 455 N City Front Plaza Drive, Chicago IL
Project Date: June 2025, Phone: 570-709-1216
Owner & Contact Name: Lea Berta | Associate at Design Republic
Contact Email Address: l.bera@designrepublic.us.com
Description of Project: NBCUniversal renovated the 2nd floor of the NBC Tower and purchased all new workstations, private offices, and ancillary furniture for 29,600 sq. ft of space
COMPANY NAME: Thomas Interiors

Exhibit B
Contractor's Compliance and Certification Attachment

PROJECT: 2026 RAY MORRILL COMMUNITY CENTER ROOM FURNITURE SUPPLY/DELIVERY BID

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. Intentionally omitted.
- D. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company, or a new company created by the officers or Owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment

under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- G. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- H. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- I. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- J. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- K. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free

workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

- L. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- M. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Wheaton Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR

By: P. Klobucher
Its: President

STATE OF IL)
)ss
COUNTY OF DuPage)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that Paul Klobucher appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: 3/27/26

Donna M. Smith
(Notary Public)

(SEAL)



SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., ("Act") prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor [circle one], by its undersigned representative, hereby certifies and represents to the Wheaton Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]:**

A. The Contractor/Subcontractor [circle one] has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Dated: _____

B. The Contractor/Subcontractor [circle one] has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq.

Thomas Interiors

Name of Contractor/Subcontractor (print or type)

Paul Klobucher, President

Name and Title of Authorized Representative (print or type)



Signature of Authorized Representative

Dated: 3/27/26

Exhibit C
Insurance Attachment

Contractor shall obtain insurance of the types and in the amounts listed below.

1. INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner, its elected and appointed officials, employees, agents and volunteers shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following Substantial Completion of the Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 13, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed Work equivalent to that provided under ISO form CG 00 01.

C. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident of \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's Work.

Contractor shall provide a waiver of subrogation on its workers compensation policy in favor of Owner and shall waive any limitation of its or its subcontractors' liability notwithstanding the limitation set forth in *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991).

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning Work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency

from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any Subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of the Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

2. Acceptability of Insurers

For insurance companies that obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors

Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

2. INDEMNIFICATION

The Contractor shall indemnify the Owner and others as required in Section 16 of The Agreement for Furniture Supply and Delivery (the "Contract").

Project Name or Description: _____

Name of Contractor (Business Name): _____

Name of Responsible Party (Owner or Officer): _____
Print name and Title

Signature: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/22/2025

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 Connor & Gallagher Ins. Serv. 750 Warrenville Road, Ste. 400 Lisle IL 60532	CONTACT NAME: CGO Certificate Team PHONE (A/C, No, Ext): 630-810-9100 FAX (A/C, No): 630-810-0100 E-MAIL ADDRESS: certs@gocgo.com														
INSURED Thomas Interior Systems Inc. 122 N Main St. Wheaton IL 60187	THOMA-5 <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Acuity</td><td>14184</td></tr><tr><td>INSURER B : Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Acuity	14184	INSURER B : Continental Casualty Company	20443	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:** 904819040**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	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y Y	Z32335	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PO/OP AGG \$ 3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		Z32335	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y Y	Z32335	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Z32335	11/1/2025	11/1/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B	Employee Dishonesty Cyber Liability		Z32335 5096765773	11/1/2025 11/1/2025	11/1/2026 11/1/2026	Limit Limit 250,000 1,000,000

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

RE: 2024 Community Center Athletic Offices Furniture Supply/Delivery
Wheaton Park District, its elected and appointed officials, employees, agents and volunteers are Additional Insured on a primary and non-contributory basis with respects to General Liability and Auto Liability when required in written contract. Waiver of Subrogation applies to Additional Insureds with respects to General Liability, Auto Liability, and Workers Compensation Policies when required in written contract. Umbrella Follows Form. Additional Insured including Ongoing and Completed Operations with respects to General Liability when required in written contract. Policy cancellation clause will follow policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

Wheaton Park District
102 E. Wesley Street
Wheaton IL 60189

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

AUTHORIZED REPRESENTATIVE

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ACUITY ENHANCEMENTS - BUSINESS AUTO

CA-7247(10-16)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

A. Temporary Substitute Vehicle Physical Damage

The following is added to item C Certain Trailers, Mobile Equipment and Temporary Substitute Autos under Section I - Covered Autos:

If Physical Damage Coverage is provided by this Coverage Form, any *auto* you do not own while used with permission of its owner as a temporary substitute for a covered *auto* you own that is out of service because of its breakdown, repair, servicing, loss or destruction is a covered *auto* for Physical Damage Coverage.

B. Who Is an Insured

The following are added to Who Is an Insured under Section II - Liability Coverage:

1. Newly Acquired Organizations

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. This coverage does not apply to *bodily injury* or *property damage* that occurred before you acquired or formed the organization;
- c. No person or organization is an *insured* with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

2. Employees as Insureds

Any *employee* of yours is an *insured* while using a covered *auto* you do not own, hire or borrow in your business or your personal affairs.

C. Increased Supplementary Payments

1. The limit shown in paragraph A2a(2) of Section II - Liability Coverage is increased to \$3,000.
2. The limit shown in paragraph A2a(4) of Section II - Liability Coverage is increased to \$300.

D. Fellow Employee Coverage

The Fellow Employee Exclusion contained in Section II - Liability Coverage does not apply.

E. Towing for Covered Autos after Covered Losses

The following is added to paragraph A4 Coverage Extensions of Section III - Physical Damage Coverage in the Business Auto Coverage Form and to paragraph - A4 Coverage Extension under Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form and the Towing Coverage endorsement, if it applies to your policy:

If a covered *loss* to a covered *auto* renders the vehicle undriveable, we will pay for reasonable and necessary costs to tow the vehicle to the nearest service or salvage facility. This coverage only applies to a covered *auto* insured for Comprehensive or Collision coverage. Such payments will not reduce the limits of insurance described in C Limit of Insurance.

F. Transportation Expenses

The Transportation Expenses Coverage Extension is replaced by the following:

We will also pay up to \$75 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 or *light truck* 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*.

G. Increased Sub-limit for Audio, Visual and Data Electronic Equipment Coverage

The sub-limit shown in paragraph C2 of the Limit of Insurance Provision of Section III - Physical Damage Coverage in the Business Auto Coverage Form is increased to \$3,000.

H. The following are added to Coverage Extensions under Section III - Physical Damage Coverage in the Business Auto Coverage Form and to Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form:**1. Accidental Airbag Discharge**

We will pay to replace an airbag that deploys without the car being involved in an accident. This coverage applies only to a covered *auto* which you own.

2. Loan/Lease Gap Coverage

In the event of a total *loss* to a covered *auto* of the private passenger or *light truck*

type, we will pay any unpaid amount due on the lease or loan, less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the loss;
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

3. Hired Auto Physical Damage Coverage

If hired autos are covered autos for Liability Coverage, then the Physical Damage Coverages provided under this Coverage Form for any auto you own are extended to autos of the private passenger or light truck type which you lease, hire, rent or borrow for a period of 30 days or less, subject to the following limit.

The most we will pay under this extension is the lesser of the actual cash value, the cost of repair or \$50,000, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned auto of the private passenger or light truck type for that coverage. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered auto you own of the private passenger or light truck type.

4. Rental Reimbursement Coverage for Private Passenger Vehicles or Light Trucks

- a. This coverage applies only to a covered auto of the private passenger or light truck type.
- b. We will pay for rental reimbursement expenses incurred by you for the rental of an auto because of a covered loss to an auto to which this extension applies. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered auto. No deductibles apply to this coverage.
- c. 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) 30 days.
- d. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred.
 - (2) \$75 per day to a maximum of \$1,500.
- e. This coverage does not apply while there are spare or reserve autos available to you for your operations.
- f. If loss results from the total theft of a covered auto to which this extension applies, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extensions.
- g. The Rental Reimbursement Coverage described above does not apply to a covered auto that is described or designated as a covered auto on Rental Reimbursement Coverage Form CA-9923F.

5. Fire Department Service Charge

When the fire department is called to save or protect a covered auto, its equipment, its contents, or occupants from a covered loss, we will pay up to \$1,000 for your liability for fire department service charges:

- a. Assumed by contract or agreement prior to loss; or
- b. Required by local ordinance.

No deductible applies to this additional coverage.

6. Fire Extinguisher Recharge

We will pay the actual cost of recharging or replacing, whichever is less, fire extinguishers kept in your covered auto that are intentionally discharged in an attempt to extinguish a fire.

7. Rental Reimbursement, Business Income and Extra Expense Coverage Limits

The most we will pay for all loss for each covered auto involved in any one accident for Rental Reimbursement, Business Income and Extra Expense combined is \$10,000.

Coverage

a. Rental Reimbursement Coverage

- (1) We will pay for expenses incurred by you during the *period of restoration* for the rental of an *auto* made necessary because of a covered *loss* to a covered *auto* used in your business. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.
- (2) This Rental Reimbursement Coverage does not apply to a covered *auto* of the private passenger or *light truck* type because coverage for these vehicles is provided in item 4 of this endorsement.

b. Business Income and Extra Expense Coverage

(1) Business Income Coverage

- (a) Actual Loss Sustained Coverage - We will pay the actual loss of *business income* sustained by you as the result of the necessary suspension of your business during the *period of restoration* due to a *loss* to a covered *auto* used in your business. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.
- (b) Specified Amount per Day Coverage - At your option, we will pay up to \$250 per day for a maximum of seven days during the *period of restoration* for income loss. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

(2) Extra Expense Coverage

We will pay the necessary and reasonable *extra expenses* that you incur during the *period of restoration* that you would not have incurred had there been no *loss* to a covered *auto* used in your business. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

Conditions

- a. Any payment for Business Income made under Specified Amount per Day Coverage reduces the payment we

make under any other coverages listed in extension 7.

- b. No other deductible applies to these coverages.
- c. We will not pay under these coverages if you do not repair or replace the covered *auto*.
- d. You must resume all or part of your business as quickly as possible.
- e. If you have other *autos* you can use to reduce the amount of loss payable under these coverages, you are required to use them.
- f. We will not pay for loss or expenses caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of your business, we will cover such loss that affects your *business income*.
- g. We will pay for expenses you incur to reduce the amount that would otherwise have been payable under this coverage. We will not pay more than the amount by which you actually reduce the *business income* loss or *extra expense* incurred.

8. Fuel in Vehicle Coverage

We will also pay, with respect to a covered *loss*, the actual loss sustained for the *loss* to the fuel used to operate your vehicle but only with respect to a covered *auto*. You must provide documentation supporting your claim for damages.

Deductible

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages.

9. Miscellaneous Equipment Used With Covered Vehicle Coverage

We will also pay, with respect to a covered *loss*, the actual cash value, repair cost or replacement cost, whichever is less, for *loss* to your *miscellaneous equipment* but only with respect to a covered *auto*.

Exclusions

We will not pay for *loss* caused by:

- a. Theft, unless there are visible signs or marks of forcible entry into the covered *auto* and the theft is reported to law enforcement authorities; or
- b. Mysterious disappearance.

Deductible

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages.

10. Electronic Logging Devices or Electronic On-Board Recorders

We will also pay, with respect to a covered loss, up to \$3,000 for the actual loss sustained to an electronic on-board recorder or electronic logging device permanently installed in the *auto* but only with respect to a covered *auto*.

Deductible

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages for further information.

I. Deductible Provision

Paragraph D, Deductible of Section III - Physical Damage Coverage in the Business Auto Coverage Form and paragraph D, Deductible of Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form are replaced by the following:

1. For each covered *auto*, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to loss caused by fire or lightning.
2. For combinations of tractor, truck, semi-trailer or trailers when attached together by coupling devices at the time of loss, one deductible will apply.
 - a. If more than one *auto* of the combination is damaged or stolen, the largest applicable deductible shown in the Declarations will apply.
 - b. If only one *auto* of the combination is damaged or stolen, the deductible shown in the Declarations for that *auto* will apply.
3. The deductibles will not apply to loss caused by a collision of a covered *auto* with any other *auto* insured by us.
4. If the insured chooses to have a damaged windshield or other glass repaired instead of replaced, no deductible will apply to the loss.

J. Knowledge of Claim or Suit

The following is added to the Duties in the Event of Accident, Claim, Suit or Loss Condition:

Knowledge of an *accident*, claim, *suit* or *loss* by an agent or *employee* of any insured shall not in itself constitute knowledge of the insured unless your partners, executive officers, directors, managers, members or a person who has been designated by them to receive reports of *accidents*, claims, *suits* or *loss* shall have received such notice from the agent or *employee*.

K. Waiver of Subrogation for Written Contracts

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition:

We waive any right of recovery we may have against a person or organization because of payments we make for *bodily injury* or *property damage* arising out of your use of a covered *auto* which occurs while under a contract with that person or organization. The waiver applies only to a person or organization with whom you have a written contract or agreement requiring you to waive the right of recovery under this policy. The written contract or agreement must have been executed prior to the *accident* causing *bodily injury* or *property damage*.

L. Worldwide Coverage Territory for Hired Autos

The following is added to paragraph B7 of Section IV - Business Auto Conditions in the Business Auto Coverage Form and to paragraph B7 of Section V - Motor Carrier Conditions in the Motor Carrier Coverage Form:

With respect to *autos* hired for 30 days or less, the coverage territory is extended to include all parts of the world if the insured's responsibility to pay damages is determined in a suit in the United States of America (including its territories and possessions), Puerto Rico or Canada or in a settlement we agree to.

M. Mental Anguish Coverage

The Definition of *bodily injury* is amended to include mental anguish.

N. Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages and Electronic Logging Devices or Electronic On-Board Recorders

1. If loss to property covered by these extensions is the result of a loss to the covered *auto* under this Coverage Form's Comprehensive or Collision Coverage, then for each covered *auto* our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any

Comprehensive Coverage deductible shown in the Declarations does not apply to *loss* to property covered by an extension caused by fire or lightning.

2. If *loss* to property covered by these extensions is the result of a *loss* to the covered *auto* under this Coverage Form's Specified Causes of Loss Coverage, then for each covered *auto* our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
3. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

O. Coverage Extensions Definitions

1. "*Business income*" means the:
 - a. Net income (Net profit or loss before income taxes) that would have been earned or incurred if no *loss* would have occurred; and
 - b. Continuing normal operating expenses incurred, including payroll.
2. "*Extra expense*" means those expenses you incur to avoid or minimize the suspension of business and to continue your business operations.
3. "*Light truck*" means a truck with a gross vehicle weight of 10,000 pounds or less.

4. "*Miscellaneous equipment*" means hand trucks, dollies, pallets, pads, covers, binders, tarps, tie-downs, chains and other similar equipment used in the handling of property being transported.

5. "*Period of restoration*" means the period of time that:

- a. Begins:

- (1) Twenty-four hours after the time of *loss* for Rental Reimbursement Coverage or Business Income Coverage; or
- (2) Immediately after the time of *loss* for Extra Expense Coverage; and

- b. Ends at the earliest of:

- (1) The time required to resume your normal business operations; or
- (2) The time that is reasonably necessary to repair or replace the covered *auto*.

Period of restoration does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of pollutants.

The expiration date of this policy will not cut short the *period of restoration*.

ACUITY ENHANCEMENTS - GENERAL LIABILITY

CG-7305(11-14)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM**A. Extended Non-Owned Watercraft**

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

(a) Less than 51 feet long; and

B. Increased Bail Bond Amount

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

C. Increased Reasonable Expenses Incurred by the Insured

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

D. Newly Acquired Organizations

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

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

E. Tenants Legal Liability

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

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

F. Knowledge of Claim or Suit

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

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

G. Unintentional Failure to Disclose Hazard

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

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards

at the inception date of your policy, we will not reject coverage under this policy based solely on such failure.

H. Waiver of Subrogation for Written Contracts

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

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard*. The waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive rights of recovery under this policy. Such contract or agreement must have been executed prior to the *occurrence* causing injury or damage.

I. Liberalization

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

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

J. Broadened Bodily Injury

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

K. Electronic Data Liability

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

2. Exclusions

This insurance does not apply to:

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

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, in-

ment to others of any aircraft that is an *unmanned aircraft*.

This exclusion does not apply to:

- (1) The use of another's advertising idea in your *advertisement*; or
- (2) Infringing upon another's copyright, trade dress or slogan in your *advertisement*.

C. The following definition is added to the Definitions section:

"Unmanned aircraft" means an aircraft that is not:

- (1) Designed;
- (2) Manufactured; or
- (3) Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU - PRIMARY AND NONCONTRIBUTORY

CG-7194(5-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

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

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

a. *Bodily injury, property damage or personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

b. *Bodily injury or property damage* occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. The insurance provided by this endorsement is primary and noncontributory.

**ADDITIONAL INSURED - COMPLETED OPERATIONS - PRIMARY
AND NONCONTRIBUTORY AUTOMATIC STATUS WHEN REQUIRED
IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR
CONTRACTORS)**

CG-7274(5-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

- a. Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy for completed operations; and
- b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the *products-completed operations hazard* for *bodily injury or property damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

2. This insurance does not apply to:

- a. *Bodily injury or property damage* which occurs prior to the execution of the contract or agreement described in item 1; or
- b. *Bodily injury or property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or
- c. *Bodily injury or property damage* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:
 - (1) The preparing, approving or failing to prepare or approve maps, shops drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

3. The insurance provided by this endorsement is primary and noncontributory.

**REVISION OF OTHER INSURANCE CONDITION FOR ADDITIONAL
INSURED - AUTOMATIC STATUS - PRIMARY OR PRIMARY AND NONCON-
TRIBUTORY**

CU-7098(11-15)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

1. The amended Other Insurance condition in paragraph 2 below applies only to persons or organizations qualifying as additional insureds under the *underlying insurance*, subject to all other terms and conditions of this policy not modified by this endorsement.
2. Solely with respect to the insurance afforded to persons or organizations described in paragraph 1 above, the Other Insurance condition in Section III - Conditions is replaced by the following:

Other Insurance**a. Excess Insurance**

Unless provision (1) or (2) in paragraph b below applies, this insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except other insurance written specifically to be excess over this insurance.

b. Primary Insurance

- (1) If you have agreed in writing in a contract or agreement prior to an *occurrence*, claim, or suit, to provide insurance to the additional insured on a primary basis, then after:
 - (a) The *underlying insurance* applicable to that contract or agreement; and
 - (b) All other applicable insurance providing coverage on a primary or similar basis (except insurance available to the additional insured where they are a Named Insured);

are exhausted, this insurance will be primary.

- (2) If you have agreed in writing in a contract or agreement prior to an *occurrence*, claim, or suit, to provide insurance to the additional insured that is both primary and noncontributory, then after:

- (a) The *underlying insurance* applicable to that contract or agreement; and
- (b) All other applicable insurance providing coverage on a primary or similar basis (except insurance available to the additional insured where they are a Named Insured);

are exhausted, this insurance will be primary and we will not seek contribution from or require exhaustion of other insurance available to the additional insured where they are a Named Insured.

- (3) The most we will pay for a person or organization as primary insurance under paragraphs (1) and (2) above will be the lesser of:

- (a) The Limits of Insurance shown in the Declarations of this policy and as described in Section II - Limit of Insurance; or
- (b) The amount of insurance you are required to provide the additional insured in the written contract or agreement, less any amount paid by *underlying insurance*.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

WC 00 03 13(4-84)

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

We will not enforce our right against any person or organization with whom you have a written contract or agreement which you are required to waive rights of recovery under this policy. We will not enforce our right against any other person or organization named in these contracts or agreements which you are also required to waive rights of recovery. Such a contract or agreement must have been executed prior to the occurrence causing injury or damage. An entity meeting these requirements does not have to be named in the Schedule for the waiver to apply.

