VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the Village of Tinley Park, an Illinois home-rule municipal corporation (the “Village”), and Olsson Roofing Company, Inc. (the “Contractor”), for the following work: Roof Repairs (Item #1 – Item #5, per Exhibit A) at Village of Tinley Park Fire Station #3, 9191 W 175th Street in Tinley Park, IL.

1 In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit “A” and incorporated by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

2 Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor’s final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed $4,999.00. The Contract sum is based upon the Base Bid (Items #1 - #5). Within seven (7) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than thirty (30) calendar days from the date of the Village’s receipt and the Village’s approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor’s Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.

3 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.

4 Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than $10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.

5 Time is of the essence on this Contract. The Contractor shall complete all work under this Contract by the dates set forth below.

This contract allows for three (3) working days. The contractor shall commence the work within fifteen (15) calendars after contract award.

6 No “Notice to Proceed” may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto,
It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys’ fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the Village, any other party indemnified hereunder, the Contractor, or any third party.

The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the Village, any other party released hereunder, the Contractor, or any third party. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.

The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by
the Contractor in performing the services under this contract.

11 The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.

12 At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed up to the date of termination.

13 No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

14 This Contract may only be amended by written instrument approved and executed by the parties.

15 This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.

16 The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.

17 This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.

18 Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

19 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20 This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

21 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

22 The contractor agrees to comply with the Illinois Prevailing Wage Act, if the work is to be performed under this Contract is covered by said Act.

23 The contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act.
CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Olsson Roofing Company, Inc.  
Name of Contractor (please print)  
Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with the Title 7 of the 1964 Civil Rights Act as amended in the Illinois Human Rights Act as amended.

Olsson Roofing Company, Inc.  
Name of Contractor (please print)  
Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Olsson Roofing Company, Inc.  
Name of Contractor (please print)  
Submitted by (signature)

Title
Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Olsson Roofing Company, Inc.  Submitted by (signature)
Name of Contractor (please print)
Project Manager
Title

Certificate of Compliance with Illinois Prevailing Wage Act

The undersigned hereby certifies that the Contractor will comply with the Illinois Prevailing Wage Act, as follows:
This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Olsson Roofing Company, Inc.  Submitted by (signature)
Name of Contractor (please print)
Project Manager
Title
Written Program that is in Compliance with the Substance Abuse Prevention on Public Works Project Act

CONTRACTOR'S CERTIFICATION
(PUBLIC WORKS PROJECT SUBJECT TO THE PREVAILING WAGE ACT)

Olsson Roofing Co., Inc., having submitted a proposal for:
(Name of Company)

(PROJECT) hereby certifies that the undersigned Contractor:

4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village.

4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

(Cross out either 4A or 4B, depending upon which is correct.)

By: [Signature]
Officer or Owner of Company named above

Subscribed and sworn to before me this 30th day of July, 2011.

Notary Public

OLSSON ROOFING COMPANY, INC.

BY: Brett Plank
Printed Name: Brett Plank
Title: Project Manager

VILLAGE OF TINLEY PARK

BY: Edward Zabrocki, Mayor
(required if Contract is $10,000 or more)

Date: 7-30-15
Date
ATTEST:

Village Clerk
(required if Contract is $10,000 or more)

VILLAGE OF TINLEY PARK

BY: 

Village Manager

Date

8-4-15

Date
Exhibit A

SCOPE OF SERVICES
Roof Area 3 – Item # 1 (+/- 54 lineal feet)

Remove all existing sealant from the counter flashing/reglet joint.

Clean the counter flashing and joint surfaces.

Prime the joint surfaces.

Apply and tool one part polyurethane sealant to prepared joints.
Roof Area 3 – Item # 2 (3 locations)

Clean and prime the roof surfaces and the existing patch.

Torch an oversized APP modified bitumen membrane patch over the existing patch; extending new patch a minimum of four (4) inches onto the existing roof surface beyond extents of existing patch on all sides.

(if needed, cut and remove ridges/blisters before completing repair to ensure proper torching of new patch)
Village of Tinley Park

Fire Station #3
9191 W 175th Street
Tinley Park, IL

Roof Areas 2 & 3 – Item # 3 (+/- 7 locations)

At holes/breaks/open laps in the roof membrane or perimeter flashing, complete three course repairs.

Clean and prime repair area with asphalt primer. Allow to dry.

Top dress the area to be repaired with alternating courses of asphalt mastic and fiberglass reinforcement.

Repair shall extend a minimum of six (6) inches beyond extents of the defect in all directions.
Village of Tinley Park

Fire Station #3
9191 W 175th Street
Tinley Park, IL

Annual Maintenance Repairs

Roof Areas 2 & 3 – Item #4 (2 locations)

1. Reflash existing drain bowl.
   a. After removing drain strainer and clamping ring, cut away existing membrane and lead flashing as necessary to fully exposed top flange of the drain bowl and providing smooth transition for new membrane/flashing.
   b. Torch down a new APP modified bitumen membrane, extending into drain bowl. Set in bed of roof cement on top flange of drain bowl. New membrane shall extend 12" minimum onto surrounding existing membrane. Install 3 courses of roof cement and mesh around all edges.
   c. Install 30"x30" lead flashing in a bed of roof cement on new membrane. Turn lead flashing down into drain bowl. Strip in all sides of lead flashing with APP modified bitumen strip-in flashing.
   d. Reinstalled clamping ring (with new studs, washers, and nuts) and drain strainer.

2. Remove existing lead/oakum packing at bowl-to-pipe connection and repack with molten lead. *(this item is to be done by a licensed plumber)*

15570 Fire Station 3 Roof Repair
Roof Area 1 – Item #5 (+/- 12 lineal feet)

Remove and reinstall membrane protection pads and slip sheets as necessary to perform the work.

Along all 4 sides of the existing square modified bitumen membrane patch, torch APP modified bitumen membrane 18-inches wide centered on the edges of the patch.

Install three course repair (alternating courses of asphalt mastic and fiberglass reinforcement) to the base of the round pipe portal.
Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)
CERTIFICATE OF LIABILITY INSURANCE

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 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
MARSH USA INC.
540 W. MADISON
CHICAGO, IL 60606
Att: chicago.CertRequest@marsh.com
575913-GAWX-15-16

INSURED
Cision Roofing Company, Inc
740 S. Lake Street
P.O. Box 1490
Aurora, IL 60507-1450

CONTACT
NAME: 
PHONE: 
EMAIL: 
FAX: 
ADDRESS:

INSPRER(S) AFFORDING COVERAGE
NAIC #
INSURER A: Illinois National Insurance Company 23817
INSURER B: American Guarantee and Liability Insurance Company 26247
INSURER C: New Hampshire Insurance Company 20641

COVERAGES
CERTIFICATE NUMBER: CHI-00939393-01 
REVISION NUMBER: 4

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.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if more space is required)
Re: Project Fire Station #3 9191 W. 173rd Street Tinley Park, IL.
Roof Repairs / IRS Job # 15570
Village of Tinley Park, its officials, employees, agents and volunteers are additional insured per the attached endorsement(s).

CERTIFICATE HOLDER

Village of Tinley
16250 South Oak Park Avenue
Tinley Park, IL 60477

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
of Marsh USA inc.
Manosh Mulkarjeet

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Exhibit C

CONTRACTOR'S INSURANCE CERTIFICATE
ENDORSEMENT

This endorsement, effective 12:01 A.M. 07/01/2015 forms a part of policy No. QL 244-94-98 issued to OLSSON ROOFING COMPANY, INC. by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AS REQUIRED BY CONTRACT (OWNERS, LESSEES OR CONTRACTORS) ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, 1., is amended to include as an insured any person or organization you become obligated to include as an additional insured under this policy as a result of a written contract or agreement you enter into which requires you to furnish insurance for that person or organization for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your ongoing operations.

No coverage is afforded under this endorsement unless the following preconditions to coverage are satisfied:

(i) the written contract or agreement is executed prior to, and is in effect at the time of, the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability hereunder;

(ii) the "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by your negligent acts or omissions or the negligent acts of your subcontractors.

This insurance provided for under this endorsement does not apply to "bodily injury", "property damage" and "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard", unless the written contract or agreement expressly and specifically provides for such coverage, in which case such coverage will be limited to (i) the period of time for coverage as required by the written contract or agreement but in no event shall such period of time exceed the period of time in which coverage is provided under the terms of this policy.

This insurance does not apply to "bodily injury", "property damage" and "personal and advertising injury" caused by the sole negligence of the additional insured or those acting on behalf of the additional insured, unless the written contract or agreement expressly and specifically provides for such coverage and only if such coverage is permitted by law. In such an instance, paragraph (ii) above will not apply.

Any and all coverage under this endorsement will be limited to:

(a) the limits specifically required in such contract or agreement, but in no event shall such amount exceed the available limits as set forth in this policy; and

(b) the scope of coverage specifically required in such contract or agreement, but in no event shall such scope of coverage exceed the coverage available as set forth in this policy.

117220 (1/14) Includes copyrighted material of Insurance Services Office, Inc., with its permission.
With respect to coverage afforded under this endorsement, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance. b. Excess Insurance, (1) is amended to include the following:

(e) Any insurance that is available to the additional insured, whether excess, contingent or primary, unless the written agreement or contract with the additional insured requires you to provide insurance on a primary basis.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

117220 (1/14) Includes copyrighted material of Insurance Services Office, Inc., with its permission.
ENDORSEMENT

This endorsement, effective 12:01 A.M. 07/01/2015 forms a part of

policy No. CA 350-63-49 issued to OLSSON ROOFING COMPANY, INC.

by ILLINOIS NATIONAL INSURANCE CO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

Authorized Representative or Countersignature (In States Where Applicable)