THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2018-R-043

A RESOLUTION APPROVING A CONTRACT BETWEEN VILLAGE OF TINLEY PARK AND MEADE ELECTRIC OF MCCOOK, IL FOR LED STREET LIGHTING REPLACEMENT

JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
JOHN A. CURRAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
RESOLUTION NO. 2018-R-043

A RESOLUTION APPROVING A CONTRACT BETWEEN VILLAGE OF TINLEY PARK AND MEADE ELECTRIC OF MCCOOK, IL FOR LED STREET LIGHTING REPLACEMENT

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Meade Electric, a true and correct copy of such Agreement being attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 17th day of July, 2018, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Younker, Pannitto, Berg, Brady, Glotz, Curran

NAYS: None

ABSENT: None

APPROVED this 17th day of July, 2018, by the President of the Village of Tinley Park.

[Signature]
Village President

ATTEND:
[Signature]
Deputy Village Clerk
STATE OF ILLINOIS )
COUNTY OF COOK ) SS
COUNTY OF WILL )

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2018-R-043, “A RESOLUTION APPROVING A CONTRACT BETWEEN VILLAGE OF TINLEY PARK AND MEADE ELECTRIC OF MCCOOK, IL FOR LED STREET LIGHTING REPLACEMENT,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 17, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this ______ day of __________________ 2018.

________________________________
VILLAGE CLERK
EXHIBIT 1

MEADE ELECTRIC AGREEMENT
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 MEADE, Inc. (the “Contractor”), for the following work: LED Street Lighting Replacement-Phase 2.

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 to exceed Two Hundred and Fourteen Thousand Four Hundred Thirty Eight and 97/100 Dollars ($214,438.97). The Contract sum is based upon the Total Base Bid. 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 sixty (60) working days.

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 Contr. 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 resale 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.
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.

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.

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.

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

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

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

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.

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.

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.

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.

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

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.

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 contract 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.

MEADE, Inc. __________________________________________
Name of Contractor (please print) __________________________
Submitted by (signature) ________________________________

Vice President _______________________________________
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.

MEADE, Inc. __________________________________________
Name of Contractor (please print) __________________________
Submitted by (signature) ________________________________

Vice President _______________________________________
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.

MEADE, Inc. __________________________________________
Name of Contractor (please print) __________________________
Submitted by (signature) ________________________________

Vice President _______________________________________
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.

Meade, Inc. ____________________________
Name of Contractor (please print) Submitted by (signature)

Vice President ________________________
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.

MEADE, Inc. ____________________________
Name of Contractor (please print) Submitted by (signature)

Vice President ________________________
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)

Michael K Knutson, having been first duly sworn deposes and states as follows:
(Officer or Owner of Company)

MEADE, 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 certification is correct.)

By: 
Officer or Owner of Company named above

Subscribed and sworn to before me this 26th day of
August 2018

Notary Public

NAME OF CONTRACTOR Meade Inc.

BY:  

Printed Name: Michael K Knutson

Title: Vice President

VILLAGE OF TINLEY PARK

BY: Jacob C. Vandenberg, Mayor
(required if Contract is $10,000 or more)

8/2/18 
Date

7-17-18 
Date
ATTEST:

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

VILLAGE OF TINLEY PARK

BY: __________________________

Village Manager

7-17-18
Date
Exhibit A

SCOPE OF SERVICES

**TAB 1 – BIDDING REQUIREMENTS**

<table>
<thead>
<tr>
<th>Page</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Notice to Bidders</td>
</tr>
<tr>
<td>5</td>
<td>Instructions to Bidders</td>
</tr>
<tr>
<td></td>
<td>Standard General Conditions of the Construction Contract</td>
</tr>
<tr>
<td>9</td>
<td>Supplemental Special Provisions</td>
</tr>
</tbody>
</table>

**TAB 2 – TECHNICAL SPECIFICATIONS**

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
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<tbody>
<tr>
<td>01 33 00</td>
<td>Equipment Submittals</td>
</tr>
<tr>
<td>01 50 00</td>
<td>Traffic Control and Protection</td>
</tr>
<tr>
<td>01 50 95</td>
<td>Maintenance of Work Site and Daily Clean-Up</td>
</tr>
<tr>
<td>26 56 00</td>
<td>LED Roadway Luminaire</td>
</tr>
<tr>
<td>26 56 40</td>
<td>Removal of Luminaire</td>
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</table>

**TAB 3 – CONTRACT FORMS**

<table>
<thead>
<tr>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Form</td>
</tr>
<tr>
<td>Schedule of Prices</td>
</tr>
<tr>
<td>Contract Specification – Supplement to Bid Form</td>
</tr>
<tr>
<td>Affidavits</td>
</tr>
<tr>
<td>Bid Rigging and Rotating</td>
</tr>
<tr>
<td>Prevailing Wage Requirements</td>
</tr>
<tr>
<td>Agreement</td>
</tr>
</tbody>
</table>
Exhibit B

INSURANCE REQUIREMENTS

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

PRODUCER
ROBERT B MCMANUS INC
111 W Jackson Blvd #1134
Chicago, IL 60604

INSURED
Meade, Inc.
6950 West 62nd Street
Chicago, IL 60638

COVERAGE

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>ADDITIONAL INSURED</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>CGA 0960193</td>
<td>EACH OCCURRENCE: $2,000,000</td>
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<tr>
<td>XCU Coverage</td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (EXCEPTforc-4) $100,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>MED EXP (any one person) $5,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE $4,000,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMMODITY ACQ $4,000,000</td>
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AUTOMOBILE LIABILITY

<table>
<thead>
<tr>
<th>OWNED AUTO</th>
<th>HIRD AUTO</th>
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<tbody>
<tr>
<td></td>
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<td>COMBINED SINGLE LIMIT (Per accident) $2,000,000</td>
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<td></td>
<td></td>
<td>BODILY INJURY (Per person) $</td>
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<tr>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per accident) $</td>
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UMBRELLA LIABILITY

<table>
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<tr>
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<tbody>
<tr>
<td>AUC-0195849</td>
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WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

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PROPERTY & EQUIPMENT

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<tr>
<td>QTY531F23268A</td>
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<td></td>
</tr>
</tbody>
</table>

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

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY OWNER, LESSEE OR CONTRACTOR THAT YOU ARE REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED</td>
<td>ALL LOCATIONS</td>
</tr>
</tbody>
</table>

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

A. Section II – Who Is An Insured is amended to include an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

1. Required by the contract or agreement; or

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

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) or Organization(s)</th>
<th>Location(s) of Covered Operations</th>
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</thead>
<tbody>
<tr>
<td>ANY OWNER, LESSEE OR CONTRACTOR THAT YOU ARE REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED</td>
<td>ALL LOCATIONS</td>
</tr>
</tbody>
</table>

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

A. Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

1. Required by the contract or agreement; or

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

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:
AS REQUIRED BY WRITTEN CONTRACT

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV -Conditions:
We waive any right of recovery we may have against the person or organization shown in the Schedule above 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". This waiver applies only to the person or organization shown in the Schedule above.
ENDORSEMENT

BLANKET WAIVER OF SUBROGATION

Effective 12:01 A.M., Local Time, May 25, 2018

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that the Recovery From Others section of this Agreement is amended to include the following additional language:

The CORPORATION has the right to pursue subrogation recoveries from anyone liable for an injury covered by this Agreement. The CORPORATION will not enforce its right against any person or organization for whom the EMPLOYER performs work under a written contract that requires the EMPLOYER to obtain this agreement from the CORPORATION.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers’ Compensation and Employers’ Liability Insurance Agreement No. AGC4056843, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to MEADE ELECTRIC COMPANY, INC., ET AL., dated May 25, 2018.

SAFETY NATIONAL CASUALTY CORPORATION

[Signatures]
Secretary

[Signatures]
President
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

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

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

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