



**VILLAGE OF GRAYSLAKE**

**CONTRACT**

**HVAC MAINTENANCE**

**PLEASE PROCEED TO NEXT PAGE**

VILLAGE OF GRAYSLAKE

CONTRACT

Full Name of Bidder Youna Mechanical Inc DBA The Ymi Group ("Bidder")  
Principal Office Address 350 Crossen Ave. Elk Grove Village IL 60007  
Local Office Address \_\_\_\_\_  
Contact Person George Zasadil Telephone Number 847-258-4650

TO: Village of Grayslake ("Owner" or "Village")  
10 South Seymour Avenue  
Grayslake, Illinois 60030

Attention: Michael J. Ellis  
Village Manager

*Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including the following Attachments, which are securely stapled to the end of this Contract/Proposal and are incorporated into this Contract/Proposal by this reference:*

- A. Supplementary Schedule of Contract Terms
- B. Schedule of Prices
- C. Specifications – Special Provisions

1. Work Proposal

A. Contract and Work. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the Village's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

- 1. General Standard. All Work shall be provided, performed, and completed in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent herewith. All equipment, materials, and supplies incorporated into the Work shall be

new and undamaged and shall be the best of their respective kinds for their intended use.

- 2. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the WORK at the WORK SITE.
- 3. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
- 4. Bonds and Insurance. Procure and furnish all bonds and procure all insurance and furnish all insurance certificates specified in this Contract/Proposal;
- 5. Taxes. Pay all applicable federal, state, and local taxes;
- 6. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and
- 7. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant to, this Contract/Proposal, and with the greatest economy, efficiency, and

expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto as Attachment C and by this reference made a part of this Contract/Proposal. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of the Owner or Bidder from those set forth in this Contract/Proposal.

C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to the Owner repair or replace, damage done to, and any loss or injury suffered by, the Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. The Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in the Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and the Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Bidder's expense and risk.

## 2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers; the compensation set forth below.

### A. SCHEDULE OF PRICES See Attachment B

### B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

C. In the event that Bidder is to receive periodic payments under this Contract/Proposal, each such periodic payment shall be subject to a 10% hold-back ("Retainage") that the Owner may utilize to cure any deficiency in Bidder's performance under the terms of the Contract/Proposal. After final acceptance of the Work by the Owner, the Owner's final payment to Bidder shall include the balance of the Contract Price (including any remaining Retainage).

## 3. Contract Time Proposal

A. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following the Owner's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work no later than Completion Date in Attachment A.

B. Time is of the Essence. The time of beginning, rate of progress, and time of completion of the Work is of the essence of this Contract. Contractor shall be solely responsible for completing the Work in a timely fashion. Contractor shall promptly, continuously, diligently,

vigorously, and systematically provide and perform the Work, and all component parts of the Work, within such time or times as may be set forth in this Contract.

#### 4. Financial Assurance

A. Bonds (if required by Attachment A). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract/Proposal.

B. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates of insurance and, if specified by the Owner, copies of policies evidencing that Bidder has obtained and will maintain insurance coverage and policies providing no less than the minimum insurance coverages and limits set forth in Attachment A within ten (10) days following the Owner's acceptance of this Contract/Proposal. Such policies shall be in a form, and from companies, acceptable to the Owner to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the Work until final acceptance and payment by the Owner. Such policies shall name the Owner as an additional insured and cancellation notice recipient, including without limitation naming the Owner as an additional insured for the Bidder's Comprehensive General Liability and Comprehensive Motor Vehicle Liability coverages. Such insurance shall provide that no cancellation or non-renewal of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Owner. In the event of any such cancellation or non-renewal, Bidder shall provide, with the notice thereof, evidence of replacement insurance. In the event of any change of or modification of coverage, Bidder shall notify Owner within thirty (30) days after Bidder receives such notice from the Owner. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or

damages under this Contract/Proposal. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. Contractor shall, prior to and at all times while providing, performing, or completing work for the Owner, procure, maintain, and keep in force, at Contractor's expense, all insurance necessary to protect and save harmless the Owner, the Work Site, and all property located at or about the Work Site, including but not limited to the insurance coverages specified in Attachment A. Bidder shall also provide the Owner with a copy of the actual additional insured endorsement demonstrating that the Owner is named as an additional insured. The policy of insurance shall contain no provisions that invalidate the naming of the Owner of Grayslake as additional insured. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as set forth in Attachment A to this Contract.

C. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend the Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. Subcontractor Insurance. Unless otherwise provided in the Attachment A, Bidder shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force Comprehensive General Liability insurance coverage equal to \$1,000,000 or the amount of its Subcontract, whichever is greater, and Workers' Compensation and Employer's Liability and Comprehensive Motor Vehicle Liability insurance coverages equal to those required of Bidder by this Contract.

E. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or

inconnection with Bidder's performance of, or failure to perform, the Work or any part thereof.

#### 5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the Owner accepts this Contract/Proposal within 60 days after the date this sealed Contract/Proposal is opened.

#### 6. Bidder's Representations and Warranties

In order to induce the Owner to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Owner.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq.; prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

To the extent that the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) (Act) applies to this Contract, it is the Bidder's obligation to pay (and require every Subcontractor to pay) prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Contract in accordance with the Act. The established prevailing wage rates are available at [www.state.il.us/agency/idol/rates/rates.HTM](http://www.state.il.us/agency/idol/rates/rates.HTM). If the contractor determines the Prevailing Wage Act is applicable to a project, they shall post or provide notice

of the prevailing wage rates in accordance with the Act. Any increases in costs to the Bidder due to changes in the prevailing rate of wages during the terms of this Contract shall be at the expense of the Bidder and not at the expense of the Owner. Any change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Bidder shall be solely responsible to maintain and file accurate records in the manner set forth in, and as required by the Act. The Bidder shall be solely liable for any violation of the Act and shall be required to (i) pay the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and (ii) defend and indemnify the Owner against any and all claims arising under or related to the Act, including any damages, attorneys' fees, and penalties or fines.

C. Not Barred. Bidder is not barred by law from contracting with the Owner or with any other unit of state or local government for any reason, including without limitation as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Bids set forth above.

## 7. Acknowledgements

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance. The Owner is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Bidder's Certification. All the facts and information submitted by Bidder in connection with this Contract and its procurement are true and correct in all respects and, in particular, the statements contained in Bidder's Certification are true and correct.

C. Conflicts of Interest. Bidder represents and certifies that, to the best of its knowledge: (1) no elected or appointed official, employee or agent of Owner has a personal financial interest in the business of Contractor or in this Contract, or has personally received payment or other consideration for this Contract; (2) as of the date of this Contract, neither Bidder nor any person employed or associated with Bidder has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither Bidder nor any person employed by or associated with Bidder shall at any time during the term of this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

D. Reservation of Rights. The Owner reserves the right to reject any and all bids, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

E. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in the Owner's written notification of acceptance in the form included in this bound set of documents.

F. Remedies. Each of the rights and remedies reserved to the Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.

G. Penalties. Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof.

H. Time. Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.

I. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Owner, whether before or after the Owner's acceptance of this Contract/Proposal; nor any information or data supplied by the Owner, whether before or after the Owner's acceptance of this Contract/Proposal; nor any order by the Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the Owner; nor any extension of time granted by the Owner; nor any delay by the Owner in exercising any right under this Contract/Proposal; nor any other act or omission of the Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of the Owner.

J. Severability. The provisions of this Contract/Proposal shall be interpreted when possible to sustain their

L. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the Owner.

M. Acceptance as Full Payment and Satisfaction. The acceptance by Bidder of full payment for the Work shall operate as a full and complete release of the Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Bidder for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work, except the claim against Owner for the unpaid balance, if any, of any amounts retained by Owner pursuant to this Contract.

N. Relationship of the Parties. Bidder shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Bidder or (2) to create any relationship between Owner and any subcontractor or supplier of Bidder.

O. Bidder's Duty to Administer the Work. Bidder shall have full and sole responsibility for administration of the Work. Bidder's field organization shall include fully qualified and adequate management, supervisory and technical personnel to insure competent and expeditious handling of all matters related to the Work. Bidder shall have full and sole responsibility for keeping all personnel, equipment, materials, supplies, and other things required to provide, perform, and complete the Work within the designated construction area limits of the Work Site and out of areas not designated for Bidder's use. On all other lands, Bidder shall have no rights unless it obtains them from the proper parties.

Owner shall have the authority to order Bidder to remove from the Work Site any of Bidder's employees or any Subcontractors' employees who fail to discharge responsibilities, refuse to obey instructions, who are incompetent, abusive, threatening, or disorderly in their conduct, or who otherwise fail to perform that part of the Work undertaken in a manner satisfactory to Owner. Any such Person so removed shall not be employed again on the Work. No adjustment in the Contract Price or Contract Time shall be made as a result of such removal.

All subcontractors, suppliers, and subcontracts used by Bidder shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Bidder of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract.

All Subcontractors and Suppliers shall be directly responsible to Bidder and shall be subject to Bidder's supervision and control. Bidder shall have the duty to coordinate all Subcontractors and Suppliers so as to avoid hindrance or interference among them and to ensure that the Work will be completed in full compliance with, and as required by or pursuant to, this Contract and within the Contract Time.

Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Bidder of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of

the provisions of this Contract in the same manner as if performed by employees of Bidder.

P. Claims. If the Work or any of Bidder's operations or property is damaged by any other Person, Bidder shall make its claim directly against such Person. If a dispute develops between Bidder and any such other Person concerning the responsibility for any such damage, the dispute shall be resolved with such other Person by whatever method may be available and appropriate, but such dispute shall not be cause for delay in the restoration of the damaged Work, and Bidder shall restore the Work immediately. Failure of Bidder to comply with this Subsection shall entitle Owner to perform, or to have performed, all Work necessary for compliance and to withhold or recover from Bidder the cost of such Work.

Q. Cleanliness of the Work Site and Environs. Bidder shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall remove and properly dispose of all waste and surplus materials from the Work Site each workday in such a manner as may be necessary to conform to Law. Bidder shall sweep and clean the Work Site, and shall remove from the Work Site all hoses, cables, extension cords and similar materials, as may be necessary to leave the Work Site and adjacent areas in a clean and orderly condition at the end of each workday. If Bidder fails to comply with its obligations under this Section, Owner shall have the right to perform, or to have performed, such obligations and to withhold or recover the cost thereof from Bidder.

R. Damage to the Work, the Work Site, and Other Property. The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Bidder from the Commencement Date until Final Payment.

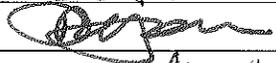
S. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

DATED this 29 day of March, 2016.

Bidder's Status:  IL Corporation ( ) \_\_\_\_\_ Partnership ( ) Individual Proprietor  
(State) (State)

Bidder's Name: Young Mechanical, Inc.

Doing Business As (if different): The YMI Group, Inc.

Signature of Bidder or Authorized Agent: 

Printed Name: Albert D. Young

(corporate seal) (if corporation)

Title/Position: President

Bidder's Business Address: 350 Crossen Ave

Elk Grove Village, IL 60007

Bidder's Business Telephone: 847-258-4650 Facsimile: 866-519-6172

If a Corporation or Partnership, list all Officers or Partners:

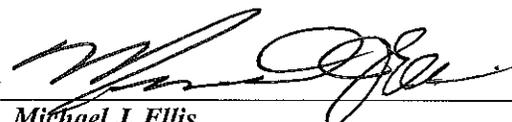
NAME	TITLE	ADDRESS
Albert Young	President	426 Crabtree Lane, Glenview, IL

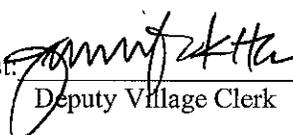
ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Grayslake ("Owner") this 29 day of March, 2016.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Village without further notice of objection and shall be of no effect nor in any circumstances binding upon the Village unless accepted by the Village in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by the Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF GRAYSLAKE

UBK  
By   
\_\_\_\_\_  
Michael J. Ellis  
Village Manager

Attest:   
\_\_\_\_\_  
Deputy Village Clerk



**ATTACHMENT A  
SUPPLEMENTARY SCHEDULE OF CONTRACT TERMS**

- I. Project: HVAC Maintenance
- II. Work Site: Village facilities in Grayslake, IL 60030
- III. Permits, Licenses, Approvals, and Authorizations: Bidder shall obtain all required governmental permits, licenses, approvals, and authorizations. The Owner will submit initial application materials for said permits. However, the Bidder will be responsible for meeting all requirements of any such permits, including the posting any required bonds and/or sureties.
- IV. Commencement Date: The date of execution of the Contract by Owner.
- V. Completion Date: April 30, 2017 with option for mutual 1 year contract extension
- VI. Insurance Limit Requirements

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability:

\$500,000 ea. accident-injury

\$500,000 ea. employee-disease

\$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of the Village.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

Contractor is required to name the Village of Grayslake as the additional insured for Comprehensive General Liability and Comprehensive Motor Vehicle Liability as required in the Contract and provide the Village with the certificate of insurance and additional insured endorsements.

VII. Per Diem Administrative Charge:

A. General. Two hundred and fifty dollars (\$250.00) per day for each day after the completion date.

VIII. Contract Bonds Required:

NO

**ATTACHMENT B  
SCHEDULE OF PRICES**

PLEASE SEE THE FOLLOWING PAGE(S)

**COMPLETE TABLE AS INDICATED**

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

ITEM NO.	UNIT PRICE ITEM (LOCATION)	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
1	Municipal Building, 10 S. Seymour Avenue	EACH	12	\$ 693.33	\$ 8,320.00
2	Heritage Center Building, 164 Hawley Street	EACH	12	\$ 185.41	\$ 2,225.00
3	Public Works Garage, 585 Berry Avenue	EACH	4	\$ 238.75	\$ 955.00
5	Water Reservoir, 700 Center Street	EACH	4	\$ 250.00	\$ 1,000.00
6	Esper A. Petersen Foundation Family Aquatic Center, 250 Library Lane	EACH	2	\$ 300.00	\$ 600.00
7	Washington Street Train Station, 330 West Washington Street	EACH	3	\$ 100.00	\$ 300.00

**TOTAL CONTRACT PRICE:**

Thirteen thousand four hundred Dollars and 0 Cents  
(in writing)

13,400.00 Dollars and 0 Cents  
(in figures)

\*Emergency Repairs (Not included in Total Contract Price)

Hourly Rate \$ 110.00

Material Markup 5 %

D. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. If applicable, the approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. The Price Proposal includes allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work that Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;
3. Bidder or Contractor, as the case may be, shall be compensated only in accordance with the Contract and shall not be entitled to equitable adjustments in the Contract Price as a result of any claims by Subcontractors or Suppliers arising only under their Subcontracts and not provided for in the Contract;
4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
5. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
6. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to (if applicable) dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

## Specifications

The Village of Grayslake requires the services of a Mechanical/HVAC Contractor to provide labor, material and equipment to perform preventative maintenance and inspection of HVAC heating/air conditioning systems at various Village facilities. Typical maintenance work shall include, but not be limited to the following:

### A. GENERAL

1. The contractor shall provide the Village with a detailed, written report for each service and emergency visit to the Village Manager or designee.
2. Preventive Maintenance visits shall include the following:
  - a. Operating inspections shall include the necessary tasks to confirm the equipment is properly operating. The inspection shall include, but not limited to checking refrigerant charge, refrigerant operating pressures and temperatures, safety controls, lube oil level, oil pressure, electrical voltage, electrical connections, compressors and motor current draws, belts, pulleys and sheaves, bearing and shaft, gas burner combustion or electrical element operations.
  - b. Pre-winter startup of HVAC system (furnaces and unit heaters) shall be done to coincide with quarterly tune up, belts/filter servicing in September/October. The pro-winter preventative maintenance shall include all necessary tasks to maintain the proper operation of the equipment. As part of the pre-winter startup wiring shall be inspected, contactors and motor starters checked, check operation, lubricate fan motors and bearings, clean and inspect burners, check heat exchangers for cracks and holes, and insure that all safety controls have been properly set and are working.
  - c. Pre-summer startup of HVAC system (A/C) shall be done to coincide with April/May quarterly tune up and belts/filters. The pre-summer preventative maintenance shall include all necessary tasks to maintain proper operation of the equipment. As part of the pre-summer startup check motors thoroughly for obstructions and cleanliness, check all motor bearings and lubricate if needed, make sure that starter contacts have not deteriorated from use and be sure all terminal connections are snug, test to insure that all safety controls have been properly set and are working properly, inspect the fan belts for condition and tension, check piping to see if is in good condition, and for nay excessive vibration or external damage.
  - d. Operational visits of HVAC system shall be as needed.
  - e. Quarterly tune up and belts/filters servicing to be done in December/January, March/April, June/July and September/October unless otherwise stated. Quarterly tune up shall include the inspection and cleaning of any

condensation drain, brushing of coils, oiling of motors as needed, checking refrigerant pressures, checking performances of heating and cooling cycles, checking electrical connections and belts, taking voltage and amperage reading checking all line sets and connections for coolant leaks, checking all gas lines and valves and checking and adjusting all control systems. Belts/filters servicing shall include replacement of defective belts and disposal filters with new belts and pleated quality air filters.

- f. Coil cleaning and inspection shall be done at the time of the pre-summer startup. Accessible evaporator coil surfaces shall be brushed cleaned and a nontoxic environmentally safe and manufacturer approved cleaner to be sprayed on the coil surfaces. Condenser coil surfaces will be brushed cleaned at the time of the pre-summer startup.
  - g. Monthly replacement of pleated quality filters and inspection of blower assembly and cleaning of any condensation drains at the Municipal Building and Heritage Center. Units shall be checked for operation and cycled at each visit.
  - h. The Esper A. Petersen Foundation Family Aquatic Center shall receive a pre-summer start-up and a pre-winter start up.
  - i. Washington Street Train Station shall a pre-winter start-up and the filters shall be replaced three (3) times during the heating season.
3. The contractor shall monitor the overall performance of all system equipment and provide the Village with written recommendations for any enhancements or changes necessary.

#### **B. CONTRACT TIME**

The Contractor shall perform the Work beginning on May 1, 2016 through April 30, 2017. Upon mutual agreement between the parties, the Contract may be extended through April 30, 2018. If the contract is extended, the unit prices may increase by the Chicagoland Consumer Price Index as defined by the United States Bureau of Labor Statistics no more 2% upon mutual agreement between the parties.

#### **B. SERVICE COVERAGE**

1. Buildings to be covered under this contract shall include the following:
  - a. Municipal Building, 10 South Seymour Avenue
  - b. Heritage Center, 164 Hawley Street
  - c. Public Works Garage, 585 Berry Avenue
  - d. Water Reservoir, 700 Center Street
  - e. Esper A. Petersen Foundation Family Aquatic Center, 250 Library Lane
  - f. Washington Street Train Station, 330 West Washington Street

- \*\* The Village reserves the right to add or delete service locations during the term of this contract.

**C. EQUIPMENT**

1. The contractor shall furnish all equipment to provide full service HVAC maintenance under the scope of this contractor. If work to be performed requires special equipment, which is outside the scope of services described herein, the Contractor with prior approval of the Village may bill for rental equipment or use of their own special equipment at cost, with no additional charges to the Village without prior approval.
2. If major work is required based on inspection, a detailed proposal for services must be submitted to the village and approved before work can proceed.

**D. MATERIALS PROVIDED BY THE CONTRACTOR**

1. All materials to be used shall be new and compatible with the equipment being serviced.

**E. WARRANTY & GUARANTEES**

1. Unless other wise specified herein, all goods shall be guaranteed and warranted for a period of twelve (12) months form the date of delivery, including parts and labor except damage caused by misuse, vandalism or act(s) of nature.

**F. CONTRACTOR QUALIFICATION**

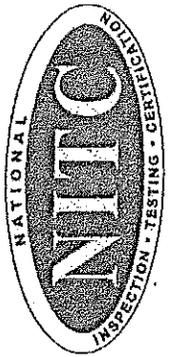
1. Bidders shall include verification of HVAC technician certifications attached to their submitted bid proposal.

**G. CONTRACTOR'S PERFORMANCE**

1. The contractor shall perform all services required within these specifications. All services shall be performed in the highest professional manner, and in accordance with the applicable, current industry standards, regulations, codes and statutes.
2. All service dates and times shall be scheduled with Kevin McCrory 847-223-8515, at least two weeks before the proposed service date, for each facility.



# Certificate of Achievement



**Gerardo Mendoza**  
*has qualified as a*

**STAR HVACR Mastery**  
*who has successfully fulfilled the conditions of eligibility in accordance*

*with procedures formulated and approved by the*

*National Inspection Testing Certification Corporation Committee.*

*In Witness Whereof, the undersigned*

*Have affixed their signatures*

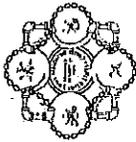
*William P. Hite*  
William P. Hite  
General President  
United Association

*Christopher Haslinger*  
Christopher Haslinger  
Director of Training  
United Association

Granted On: 05/17/2014  
Valid Until: 05/17/2019  
Certification #: 12326386

*Michael T. Massey*  
Michael T. Massey  
Executive Vice President  
National Inspection Testing Certification

**Joint Apprenticeship Committee and  
Pipe Fitters' Association, Local 597**



THIS CERTIFICATE IS AWARDED TO

**GERARDO MENDOZA**

For having completed an Advanced Journeyman Course in

**RF201 REFRIGERATION INTERMEDIATE #1**

in accordance with the High Standard of Craftsmanship of  
the Journeymen of the Pipefitting Industry. LU 597.

Done this 28 day of January 20 09.

*BWA*

Chairman

*James Buchanan*

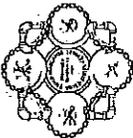
Business Manager

*John W. Leen*

Director of Training

• 225

# Joint Apprenticeship Committee and Pipe Fitters' Association, Local 597



THIS CERTIFICATE IS AWARDED TO

GERARDO MENDOZA

For having completed an Advanced Journeyman Course in

RF203 REFRIGERATION INTERMEDIATE #3

in accordance with the High Standard of Craftsmanship of  
the Journeymen of the Pipefitting Industry. LU 597.

Done this 20 day of May 20 09.

*R. M. ...*

Chairman

*James Buchanan*  
Business Manager

*John W. Leen*  
Director of Training

••••• 228

This is to certify that

**JERRY MENDOZA**

Has Successfully Completed the **ProficienTECH** Training  
UTILITY PRODUCTS TRAINING SYSTEM

**Basic Electrical Troubleshooting**

September 26, 2007

*Mike Bishop*

Mike Bishop  
YORK MIDWEST BRANCH  
Regional Branch Service Manager

(N.A.T.E. COURSE #)



This is to certify that

Gerardo Mendoza

Has Successfully Completed  **YORK** Training on:

**ROOFTOP UNIT ECONOMIZERS**

**TOTAL CLASS HOURS: 2**

This class will cover 3 – 20 Ton Roof top unit Economizer control systems troubleshooting, and the indoor air quality economizer and controls.  
This class will also cover installation of the indoor air quality CO2 sensors.

March 29, 2011

*Mike Bishop*

JOHNSON CONTROLS -- YORK CENTRAL BRANCH  
Regional Branch Service Manager  
450 Wrightwood  
Elmhurst, IL 60126  
630-279-0050 Ex 1563



**Johnson  
Controls**

This is to certify that

**GERRY MENDOZA**

Has Successfully Completed



**YORK**

Training on:

***Economizer Training***

April 9, 2008

*Mike Bishop*

Mike Bishop  
YORK MIDWEST BRANCH  
Regional Branch Service Manager



**Johnson  
Controls**

(N.A.T.E. COURSE # CEU'S)

Educational Services

# CERTIFICATE OF COMPLETION

**Gerardo Mendoza**

Has Successfully Completed

Hands-On AC/Ref Simulator Technology Day

On September 18, 2014

Conducted in Elk Grove Village, IL

and is hereby awarded 0.7 CEUs



A handwritten signature in black ink, appearing to read "Tony Bonas".

Director, Educational Services



**EMERSON**  
Climate Technologies

Educational Services

# CERTIFICATE OF COMPLETION

**Jerry Mendoza**

Has Successfully Completed  
Compressor & System Troubleshooting

On September 25, 2014

Conducted in Elk Grove Village, IL

and is hereby awarded 0.7 CEUs



A handwritten signature in cursive script that reads "Jerry Banda".

Director, Educational Services



**This is to certify that**

Gerardo Mendoza

Has Successfully Completed  **YORK** Training on:  
**SIMPLICITY CONTROLS**

**TOTAL CLASS HOURS: 2**

This class covered the Simplicity controls used in all COMMERCIAL products up to 25 tons. Basic troubleshooting is covered. This class covered how accessories such as Smoke Detectors and Phase Monitors are connected into SHUT DOWN part of the control system.

March 29, 2011

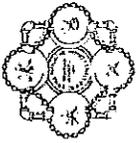
*Mike Bishop*

JOHNSON CONTROLS -- YORK CENTRAL BRANCH  
Regional Branch Service Manager  
450 Wrightwood  
Elmhurst, IL 60126  
630-279-0050 Ex 1563



**Johnson  
Controls**

Joint Apprenticeship Committee and  
Pipe Fitters' Association, Local 597



THIS CERTIFICATE IS AWARDED TO

**GERARDO MENDOZA**

For having completed an Advanced Journeyman Course in

**BOILER AND BURNERS #1**

in accordance with the High Standard of Craftsmanship of  
the Journeymen of the Pipefitting Industry. LU 597.

Done this **SIXTEENTH** day of **JANUARY** 20 **2013**.

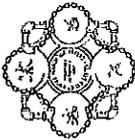
*BMA*

Chairman

*James Buchanan*  
Business Manager

*John W. Leen*  
Director of Training

Joint Apprenticeship Committee and  
Pipe Fitters' Association, Local 597



THIS CERTIFICATE IS AWARDED TO

**GERARDO MENDOZA**

For having completed an Advanced Journeyman Course in  
**BOILER AND BURNERS #2**

in accordance with the High Standard of Craftsmanship of  
the Journeymen of the Pipefitting Industry. LU 597.

Done this **FIRST** day of **APRIL** 20 **13**.

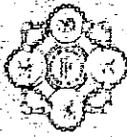
*B. A. H.*  
Chairman

*James Buchanan*  
Business Manager

*John W. Leen*  
Director of Training

10-226

Joint Apprenticeship Committee and  
Pipe Fitters' Association, Local 597



THIS CERTIFICATE IS AWARDED TO

GERARDO MENDOZA

For having completed an Advanced Journeyman Course in

DIRECT DIGITAL CONTROLS BASIC I

in accordance with the High Standard of Craftsmanship of  
the Journeyman of the Pipefitting Industry, LU 597.

Done this ELEVENTH day of JANUARY 20 12.

R. W. Allen

Chairman

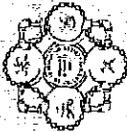
James Buchanan

Business Manager

John W. Leen

Director of Training

Joint Apprenticeship Committee and  
Pipe Fitters' Association, Local 597



THIS CERTIFICATE IS AWARDED TO

**GERARDO MENDOZA**

For having completed an Advanced Journeyman Course in  
**DIRECT DIGITAL CONTROLS 2**

in accordance with the High Standard of Craftsmanship of  
the Journeymen of the Pipefitting Industry. LU 597.

Done this NINETEENTH day of APRIL 2012.

*BVA*

Chairman

*James Buchanan*  
Business Manager

*John W. Leen*  
Director of Training



**EMERSON™**  
Climate Technologies

# Certificate of Completion

This is to certify that

**Salvatore Allegra**

has satisfactorily completed a training course in

**Hands-On AC/Refrigeration Simulator Technology Day**

conducted in **Elk Grove Village, IL**

and is hereby awarded **0.7** CEUs

Larry Banas  
Director, Educational Services  
Emerson Climate Technologies

September 23, 2015

Date of Issue





# Certificate of Achievement

*Patrick S. Byers*

*has qualified as a*

## STAR HVACR Mastery

*who has successfully fulfilled the conditions of eligibility in accordance  
with procedures formulated and approved by the  
National Inspection Testing Certification Corporation Committee.*

*In Witness Whereof, the undersigned*

*Have affixed their signatures*

*William P. Hite*

William P. Hite  
General President  
United Association

*Christopher Haslinger*

Christopher Haslinger  
Director of Training  
United Association

*Michael T. Massey*

Michael T. Massey  
Executive Vice President  
National Inspection Testing Certification



Granted On: 05/17/2014  
Valid Until: 05/17/2019  
Certification #: 12857764





**ADDITIONAL REMARKS SCHEDULE**

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED YOUNA MECHANICAL INC 350 CROSSEN AVE ELK GROVE VILLAGE, IL 60007	
POLICY NUMBER SEE CERTIFICATE # 136.1		EFFECTIVE DATE: SEE CERTIFICATE # 136.1	
CARRIER SEE CERTIFICATE # 136.1	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PROJECT: VILLAGE FACILITIES IN GRAYSLAKE IL  
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSORS OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.  
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.  
 WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER.  
 COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.  
 CONTRACTUAL LIABILITY, BROAD FORM PROPERTY DAMAGE AND X, C, U IS INCLUDED SUBJECT TO THE CONDITIONS OF THE CG 00 01, COMMERCIAL GENERAL LIABILITY COVERAGE FORM.  
 INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.  
 INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.

**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.

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

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization 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 an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such 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.

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

This insurance does not apply to:

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
- a. 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
  - b. 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:**
- The most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement you have entered into with the additional insured; 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.

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

**ADDITIONAL INSURED BY CONTRACT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE PART**

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

- A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:  
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
  - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.
- In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.
- C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.
- D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
  2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
  3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

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**FEDERATED INSURANCE COMPANIES**

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

**PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE PART

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

It is agreed that the insurance provided by any additional insured endorsement is primary when primary coverage is required in a written contract. We will not seek contribution from any insurer when insurance on a non-contributing basis is required in a written contract. For coverage to apply, the written contract must have been executed prior to the occurrence of "loss".

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CA-F-129 (10-13)

Policy Number: 9866882

Transaction Effective Date: 03-08-2018

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WC

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

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

This endorsement, effective on 09-30-2015 at 12:01 A.M. standard time, forms a part of

Policy No. 9866685

Issued to YOUNA MECHANICAL INC

Issued by FEDERATED MUTUAL INSURANCE COMPANY

Endorsement No. 1

-----  
Authorized Representative

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 anyone not named in the Schedule.

Schedule

Any person or organization for whom the Named Insured has  
agreed by written contract to furnish this waiver.

Copyright 1983 National Council on Compensation Insurance.

WC 00 03 13 (04-84)

Issue Date: 02-26-2016