

RESOLUTION NO. R2022-03

**A RESOLUTION APPROVING AN AGREEMENT WITH FIVE ALARM
FIREWORKS FOR FIREWORKS DISPLAYS IN 2022, 2023, AND 2024**

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the City desires to host a fireworks display on July 4, 2022, July 4, 2023, and July 4, 2024 (collectively, the "**Fireworks Displays**"); and

WHEREAS, Five Alarm Fireworks ("**Vendor**") submitted a proposal to provide the Fireworks Displays in an amount not to exceed \$24,000 for each Fireworks Display, for a total contract price of \$72,000; and

WHEREAS, the City staff recommends that the City enter into an agreement with Vendor for the provision of the Fireworks Displays at the price proposed ("**Agreement**"); and

WHEREAS, the Mayor and City Council have determined that it is in the best interest of the City and the public to enter into the Agreement with the Vendor;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Approval of Agreement. The Agreement with Vendor for the provision of the Fireworks Displays in an amount not to exceed \$24,000 for each Fireworks Display is hereby approved substantially in the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Administrator and the City Attorney.

SECTION 3: Execution. The City Council hereby authorizes and directs the City Administrator and the City Clerk to execute and seal, on behalf of the City, the final Agreement only after receipt by the City Clerk of at least two executed copies of the Agreement from Vendor; provided, however, that if the City Clerk does not receive such executed copies of the Agreement from the Vendor within 60 days after the date of adoption of this Resolution, then the authority to execute and seal the Agreement shall, at the option of the City Council, be null and void.

SECTION 4: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

[Signatures and Voting Record on Following Page]

PASSED THIS ____ day of _____, 2022.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS ____ day of _____, 2022.

MAYOR

ATTEST:

CITY CLERK

#62245518_v1

{00124837.1}

EXHIBIT A
AGREEMENT

FIREWORK DISPLAY CONTRACT SERVICE AGREEMENT
TO ENGAGE THE SERVICES OF FIVE ALARM FIREWORKS AS
VENDOR AND DISPLAY OPERATOR.

THIS AGREEMENT is made this 22nd day of February, 2022 between the City of Warrenville, hereinafter "Client" and Five Alarm Fireworks, P.O. Box 67, Tinley Park, Illinois 60477, hereinafter "Vendor". "The Client and Vendor, for mutual consideration hereinafter set forth, agree as follows:

1. Definitions:

A. "Authority Having Jurisdiction (AHJ)" means any Government Entity or Official that has jurisdiction for the physical location of the display site and has the authority to grant, approve and sign the firework permit.

B. "Display Site" means the area designated for safe setup and execution of the firework display.

C. "Contract" means this agreement, any addendums, documents, agreements specifically referenced therein

D. "Vendor" and/or "Operator" means a professional fireworks display operator contracted or employed by Professional who shall oversee all aspects of the setup, execution, and cleanup of the firework display.

E. "Product" means display fireworks and other consumable goods necessary to execute the display, including but not limited to display shells, exhibition boxes, fuse and electronic match.

F. "Proposal" means Proposal #21-00116, a copy of which has been provided to Client prior to the execution of this contract and attached to this contract as Exhibit A.

2. Performance:

A. Vendor agrees to provide Client with three Fireworks Displays within the City of Warrenville, Illinois, on July 4, 2022, 2023 and 2024 in accordance with the Proposal (each a "Fireworks Display", collectively, the "Fireworks Displays"), The Fireworks Displays will be performed on July 4, 2022, 2023 and 2024, with a rain dates to be agreed by both parties as set forth in Proposal or at a later date as agreed to by the Parties in writing. The rain date must be within 3 months of original date for each year.

B. Vendor agrees to provide Client with product, equipment, and labor necessary for the execution of the Fireworks Displays as set forth in Proposal.

C. Vendor agrees to provide Client with the correct amount, size and description of product as specified in Proposal. However, Client acknowledges that in the event an item specified in Proposal is unavailable Vendor shall, without notice; substitute the unavailable product for an item of equal value. Vendor will make every effort to preserve the aesthetics of the show in the event product

substitution becomes necessary.

D. Vendor agrees to provide Client with a Certificate of Insurance evidencing Liability Insurance in the amount of \$5,000,000 in accordance with Exhibit B to this Contract. Vendor shall require all subcontractors and agents performing work on the Fireworks Displays to carry the same insurance coverages. Vendor, its agents and subcontractors, shall name the City of Warrenville, its employees, elected and appointed officials, and agents as additional insured on such coverages.

E. Client agrees to furnish a safe and reasonable display site for Fireworks Displays and provide security, spectator control, auto parking, and assistance in clearing of debris after the Fireworks Displays.

F. Vendor agrees to provide Firework Permit for the Fireworks Displays as described in this contract.

G. Client agrees in the event the Authority Having Jurisdiction (AHJ) due to any circumstances or conditions will not sign the firework permit for the Fireworks Display as described in this contract, then Vendor will not be obligated to provide the Fireworks Display as described in this contract.

H. Client agrees to provide any and all other necessary permits for the fireworks display as described in this contract.

I. Client agrees to pay Vendor the sum of \$24,000.00 for each Fireworks Display

J. Client agrees that in the event of the use of the rain date, Client will be responsible for the minimum labor charge in the amount of \$2,400.00, plus the sum of \$24,000.00 for the Fireworks Display described in this contract. As such, Client agrees to pay the total amount of \$26,400.00 for a Fireworks Display performed on a rain date.

K. Client agrees that in the event that Client cancels a rain date Fireworks Display, Client will be responsible for the minimum labor charge in the amount of \$2,400.00, plus a restocking fee of 33% of the show budget. As such, Client agrees to pay the total amount of \$10,320.00 if a rain date Fireworks Display is cancelled by Client.

L. For each Fireworks Display, Client agrees to pay Vendor a deposit of \$8,000.00, payable for the 2022 Fireworks Display upon entering the contract but no later than March 4, 2022, March 4, 2023 for the 2023 Fireworks Display, and March 4, 2024 for the 2024 Fireworks Display. If the a Fireworks Display is cancelled by the Client for any reason 60 days or more prior to the Fireworks Display date as described in the contract, the Vendor will refund the deposit amount to the Client. If the Client elects to cancel a Fireworks Display within 30 days of the scheduled display date, the Client shall forfeit the deposit of \$8,000.

M. Client agrees to pay the \$16,000 balance due to Vendor for each Fireworks Display within 15 days after the Fireworks Display date specified in section 2(a) of this contract. In the event of nonpayment, Client acknowledges they may be charged a monthly late fee of 1% of any unpaid balance, plus all attorney's fees and all cost of collection incurred in enforcing this contract, in accordance with the Illinois Local Government Prompt Payment Act.

{00124835.3}

3. Access Control. Client and Professional agree to share responsibility ensuring that no unauthorized person(s) enters the display site, unless said person(s) is/are escorted by, and supervised by Operator, or Operator's agent.
4. Security. At least 60 days prior to each Fireworks Display, Vendor and Client will agree on what time set up for the Fireworks Display will start. During the Fireworks Display setup, unpacking and loading of product, Client agrees to provide police and/or other crowd security personnel to assist in preventing unauthorized person(s) from entering the display site. During the firing of the Fireworks Display, Client agrees to provide police and/or crowd security persons to assist in the prevention of unauthorized person(s) from entering the fallout area. Client agrees to provide security personnel at the display site until the Lead Shooter (Operator) advises that security is no longer necessary.
5. Display Interruption. Vendor and Client, their respective agents, employees, or assignees, reserve the right to pause the display in the event that unauthorized person(s) enter the secured display site or the continuation of the display otherwise becomes unsafe.
6. Promotional Use. Vendor may use this display for promotional purposes, including but not limited to videography and photography and providing invitations to current and/or potential customers to view the display setup site and the fireworks display.
7. Force Majeure. Force Majeure: Vendor will take all reasonable steps to complete its obligations under this contract. However, neither Party shall be held responsible for failure to perform its obligation under this contract if such failure is a result of; shipment delays, an act of God including extreme weather (such as winds of 30 mph or more, or lighting), natural disaster, terrorism, war, illness (serious) pandemic restrictions or mandates. (a "Force Majeure Event"). Lead shooter (Operator) and/or AHJ to make final judgment on whether to fire the display or not fire the display.
8. Indemnification and Limitation of Liability. Vendor agrees to indemnify, defend, and hold Client harmless against any and all demands, claims, causes of action, or other liabilities arising from injuries, damages, losses, expenses, and costs, including attorney fees, which arise out of the performance of the Fireworks Displays except for liability which is due solely to negligence on the part of Client.
9. Choice of Law. This Agreement shall be construed and controlled by the laws of the State of Illinois in Cook County.
10. Forum and Venue. Vendor and Client agree that any cause of action arising under this contract shall be litigated in the 18th Judicial Circuit Court, DuPage County, Illinois, or the Northern District of Illinois
11. Severability. In the event that any term, provision, paragraph, article, or section of this Contract is declared fully or partially illegal, void, invalid, or unenforceable by passage or legislation or judicial proceeding, the remainder of that part or provision and the Contract will remain in full force and effect unless the striking of said provision renders performance of this contract by professional as set forth in section two subsection illegal or imposable, in which case this Contract

becomes voidable at the option of either party.

12. Differentiate. Five Alarm shall not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law in the hiring, employment, promotion, or training of personnel. Five Alarm Fireworks certifies that it is an equal opportunity employer.

13. Assignment. Neither this Contract, nor any interest herein, will be assigned or subcontract in whole or in part by Vendor, except upon the prior written consent of Client.

Attest/Witness:

CITY OF WARRENVILLE

By: _____

By: _____

Julie Clark

John Coakley

Title: City Clerk

Title: City Administrator

Attest/Witness:

FIVE ALARM FIREWORKS CO.

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT A
PROPOSAL

Five Alarm Fireworks Co.
Post Box 67
Tinley Park, Il 60477
Tel: (708) 429 – 0520

20 MIN: FIREWORKS PROPOSAL FOR THE CITY OF WARENVILLE PROPOSAL # 21-00116

EXHIBITION DISPLAY SHELLS

OPENING:

24 – 2.5” RED, WHITE AND BLUE DISPLAY SHELLS W/ TAILS
1 – 280 SHOT 3 X WHISTLE TO BROCADE AND REPOSRTS

MAIN:

216 - 3” ASSORTED DISPLAY SHELLS MOST W/ TAILS
144- 4” ASSORTED DISPLAY SHELLS MOST W/ TAILS
6 – 4” LAMPARE’S (FIRE BALL SHELL LOUD BOOM)
96 – 5” ASSORTED DISPLAY SHELLS MOST W/ TAILS
2- 2.5” 35 SHOT BROCADE WITH CARCKLE TAILS
2 – 2.5” 35 SHOT SHOTS RAINBOW PEONIES W/TAILS

FINALE:

120 - 3” ASSORTED DISPLAY SHELLS W/ TAILS
80 - 4” ASSORTED DISPLAY SHELLS MOST W/ TAILS
18 – 5” ASSORTED DISPLAY SHELLS MOST W/ TAILS

SHOW SUMMARY

OPENING	304
MAIN BODY	602
GRAND FINALE	218
TOTAL SHELL COUNT	1,124
<hr/>	
SHIPPING, SETUP, SHOOTING AND CLEAN UP LABOR	INCLUDED
5 MILLION DOLLAR LIABILITY	INCLUDED
ELECTRONICALLY FIRED	INCLUDED
PORTABLE BARAGE	NOT INCLD
MUSICAL – CD	NOT INCLD
TOTAL	\$24,000.00

SHOW DATE: JULY 4, 2022, 2023 AND 2024

* PROPOSAL VALD FOR 30 DAYS

** NOTE: ALL PYROTECHNICIANS OF FIVE ALARM FIREWORKS CO. ARE INSURED.

*** ITAMS MAY VARY BUT WILL BE OF GREATER OR EQULE VALUE.

INSURANCE

Vendor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth below. Such policies shall be in form, and from companies, acceptable to the City and shall name "The City of Warrenville, its elected and appointed officials, officers, employees, agents, attorneys, consultants and representatives" as additional insureds. 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 Vendor's duty to carry adequate insurance or on Vendor's liability for losses or damages under this Contract. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Services are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$1,000,000 each accident-injury
\$1,000,000 each employee-disease
\$1,000,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois.

2. Commercial 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. Commercial 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.

INSURANCE

Vendor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth below. Such policies shall be in form, and from companies, acceptable to the City and shall name "The City of

{00124835.3}

Warrenville, its elected and appointed officials, officers, employees, agents, attorneys, consultants and representatives” as additional insureds. 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 Vendor's duty to carry adequate insurance or on Vendor's liability for losses or damages under this Contract. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Services are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$1,000,000 each accident-injury
\$1,000,000 each employee-disease
\$1,000,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois.

2. Commercial 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. Commercial General Liability

Limits shall not be less than:

\$2,000,000 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:

\$5,000,000 Bodily Injury and Property Damage Combined Single Limit.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ryder Rosacker McCue & Huston (MGD by Hull & Company) 509 W Koenig St Grand Island NE 68801	CONTACT NAME: Kristy Wolfe	
	PHONE (A/C. No. Ext): 308-382-2330	FAX (A/C. No):
E-MAIL ADDRESS: kwolfe@ryderinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : SCOTTSDALE INS CO		41297
INSURED Five Alarm Fireworks Co PO Box 67 Tinley Park IL 60477	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	
	INSURER G :	

COVERAGES

CERTIFICATE NUMBER: 929459025

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

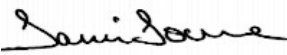
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPS3385328	3/4/2021	3/4/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ZBO0004061	3/4/2021	3/4/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CXS0019349	3/4/2021	3/4/2022	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
 Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.

The City of Warrenville, it's agents, officials & employees; Bower Elementary School and for the permit the Warrenville Fire Protection District are Additional Insured as respects the Fireworks Display at 4 South 241 River Rd., Warrenville, IL 60555

CERTIFICATE HOLDER**CANCELLATION**

City of Warrenville 3S258 Manning Ave Warrenville IL 60555	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2010 ACORD CORPORATION. All rights reserved.

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:

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.

Additional Premium is Included

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.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the “bodily injury,” “property damage,” or “personal and advertising injury.”

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

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

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item **2. Exclusions** of **SECTION I—COVERAGES**:

This insurance does not apply to “bodily injury,” “property damage” or “personal and advertising injury” 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.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 4. Coverage is not provided for “bodily injury,” “property damage,” or “personal and advertising injury” arising out of the sole negligence of the additional insured.
 5. The insurance provided to the additional insured does not apply to “bodily injury,” “property damage,” or “personal and advertising injury” arising out of an architect’s, engineer’s or surveyor’s rendering of or failure to render any professional 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; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any “suit” if any other insurer has a duty to defend the additional insured against that “suit.” If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured’s rights against all those other insurers.

AUTHORIZED REPRESENTATIVE DATE

Includes copyrighted material of ISO Properties, Inc., with its permission.
Copyright, ISO Properties, Inc., 2004