

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER PWU-0734

This agreement is made this 19th day of April, 2007, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Midwest Well Services, Inc. (hereinafter referred to as the "Contractor") and their respective successors. d.b.a. Municipal Well and Pump

Witnessed, that in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the Contract Documents:

Well #7 Repairs to include removal, inspection, repairs and reinstallation of well equipment such as but not limited to, well pump and motor, column pipe, check valves and electrical cable. Televise well and, bail as needed to restore depth. Provide testing of equipment, well and documentation in an amount not to exceed \$145,068.00

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. Contract Document Number WA-0701 for Well #7 Repairs, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number WA-0701 - Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: April 5, 2007
 - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
 - d. Executed Bidder's Certification Form.
2. The Village agrees to pay, and the Contractor agrees to accept as full payment the amount as shown on the Contractor's Bid Proposal, which is made a part hereof, subject to such additions and deletions as agreed to by the parties hereto.
3. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work under this contract on or before September 1, 2007. Time is of the essence in regard to this Contract, and the Contractor agrees to achieve completion within the time permitted by all proper and appropriate means including working overtime without additional compensation.
4. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment to the Contractor under this Contract, the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due each. This statement

must be made under oath or be verified by affidavit. The Village shall not issue final payment nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.

5. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois, and the Contractor have each hereunto caused this Contract to be executed by their respective duly authorized representatives this 19th day of April, 2007.

If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.

Midwest Well Services, Inc. d.b.a. Municipal Well and Pump
Print Company Name

Individual or Partnership _____ Corporation X

Accepted this 19th day of April, 2007.

By Donald W. Rens

Donald W. Rens, President
Position/Title

By _____

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 19th day of April, 2007.

William J. Mueller
William J. Mueller, Village President

Attest:

Brigitte O'Brien
Brigitte O'Brien, Village Clerk

VILLAGE OF LOMBARD
CONTRACTOR'S CERTIFICATION

Donald W. Rens, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

Midwest Well Services, Inc
d.b.a. Municipal Well and Pump, having submitted a proposal for:
(Name of Company)

Well #7 Repairs to the Village of Lombard, hereby certifies that said Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that All employee drivers
(Name of employee/driver or "all employee drivers")
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

By: Donald W. Rens
Authorized Agent of Contractor

Subscribed and sworn to
before me this 12
day of April, 2007.

Shelley S Schuff
Notary Public

VILLAGE OF LOMBARD

CONTRACT BOND

Midwest Well Services, Inc. dba
KNOW ALL MEN BY THESE PRESENTS, that we Municipal Well & Pump, a company organized under the laws of the State of Wisconsin and licensed to do business in the State of Illinois as Principal and Granite Re, Inc., a corporation organized and existing under the laws of the State of Oklahoma, with authority to do business in the State of Illinois, as Surety, are now held and firmly bound unto the Village of Lombard, State of Illinois in the penal sum of One Hundred Forty-Five Thousand Sixty-Eight and 00/100 dollars (\$ 145,068.00 ^{***}) lawful money of the United States, well and truly to be paid unto said Village for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas the said Principal has entered into a written contract with the Village of Lombard, acting through the President and Board of Trustees of said Village, dated April 19, 2007, for the construction of the work designated:

Well #7 Repairs

in Lombard, Illinois, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, and has further agreed to guaranty and maintain said work for a one (1) year period following final payment to such Principal, and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation from whom any such labor, materials, apparatus, fixtures or machinery was so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then upon the final payment by the Village to said Principal under said contract, the amount of this bond shall be reduced to ten percent (10%) of the amount set forth on the first page hereof for a period of one (1) year; otherwise to remain in full force and effect.

NOW, THEREFORE, if the said Principal shall well and truly perform said guaranty and maintenance work in accordance with the terms of said contract for said one (1) year period after final payment and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of performing such guaranty and maintenance work and shall commence and complete the guaranty and maintenance work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such guaranty and maintenance work during the time of the performance thereof and until the said guaranty and maintenance work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

APPROVED this 19th day of
April, 2007.

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
19th day of April, 2007.

VILLAGE OF LOMBARD

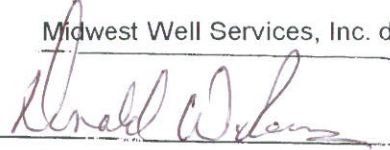
PRINCIPAL:

Midwest Well Services, Inc. dba Municipal Well & Pump

BY:


Village President

BY:



ATTEST:


Village Clerk

ATTEST:

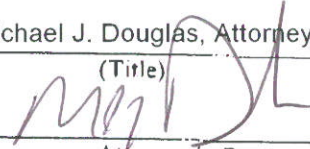


SURETY: Granite Re, Inc.

BY: Michael J. Douglas, Attorney-in-Fact

(Title)

BY:


Attorney in Fact

BY:

(SEAL)

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____ }
County of _____ }

On this _____ day of _____, in the year 20____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument, and acknowledge(s) to me that he executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____ }
County of _____ }

On this _____ day of _____, in the year 20____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Wisconsin }
County of Dodge }

On this 16th day of April, in the year 2007, before me personally come(s) Donald W. Rins, to me known, who, being duly sworn, deposes and says that he resides in the City of Waupun that he is the President of the Midwest Well Services, Inc. dba. Municipal Well and Pump. the corporation described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

Shelley S Schuebs
Notary Public 15-June-08

ACKNOWLEDGMENT OF SURETY

State of Wisconsin }
County of St. Croix }

On this 19th day of April, in the year 2007, before me personally come(s) Michael J. Douglas

Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she reside(s) in Hudson, WI that he/she is (are) the Attorney(s)-in-Fact of company Granite Re, Inc., the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.



[Signature]
Notary Public 16-Nov-08

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS, SUSAN FORNESS, CHRIS STEINAGEL, LIZ MOSCA its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS, SUSAN FORNESS, CHRIS STEINAGEL, LIZ MOSCA may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Secretary/Treasurer, this 30th day of August, 2005.




R. Darryl Fisher, Vice President

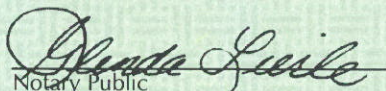
STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)


Rodman A. Frates, Secretary/Treasurer

On this 30th day of August, 2005, before me personally came R. Darryl Fisher, Vice President of the GRANITE RE, INC. Company and Rodman A. Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said R. Darryl Fisher and Rodman A. Frates were respectively the Vice President and the Secretary/Treasurer of the GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as Vice President and Secretary/Treasurer, respectively, of the Company.



My Commission Expires:
May 9, 2008
Commission # 00005708


Notary Public

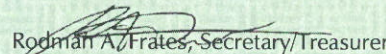
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 19th day of Apr, 20 07.




Rodman A. Frates, Secretary/Treasurer

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/12/2007

PRODUCER (920) 324-2071 FAX: (920) 324-5057
SIA Insurance Services
 999 West Main St.
 P. O. Box 72
Waupun WI 53963

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
MIDWEST WELL SERVICES, INC.
 DBA MUNICIPAL WELL & PUMP
 1212 Storbeck Drive
Waupun WI 53963-9691

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Selective Insurance Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	S 1793047	6/1/2006	6/1/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	S 1793047	6/1/2006	6/1/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	S 1793047	6/1/2006	6/1/2007	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 7931865	6/1/2006	6/1/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Installation Floater	S 1793047	6/1/2006	6/1/2007	\$200,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Village of Lombard is added as additional insured, as required by written contract, to the General Liability and Umbrella with respect to work performed by the insured.

CERTIFICATE HOLDER

VILLAGE OF LOMBARD
 255 E. Wilson Aveune
 Lomard, IL 60148

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Peter Hansen/LISA



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

COMMERCIAL GENERAL LIABILITY
CG 79 21 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 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" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

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

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

This coverage shall be excess with respect to the person or organization included as an additional insured by its provisions; any other insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and not contributory in the contract or agreement referred to above.

- f. products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; but this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

This coverage shall be excess with respect to the person or organization included as an additional insured by its provisions; any other insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and not contributory in the contract, agreement or permit referred to above.

The provisions of this coverage extension do not apply unless the written contract or agreement has been executed (executed means signed by the named insured and additional insured) or permit issued prior to the "bodily injury" or "property damage".

- **Incidental Malpractice**

With respect to the section of **WHO IS AN INSURED** dealing with employees as insureds, the exclusion relating to providing or failing to provide professional health care services does not apply to nurses, emergency medical technicians or paramedics. But this exception does not apply if you are in the business or occupation of providing any such professional services.

- **"Golfing Facilities" - Golf or Tennis Pros**

The following are also additional insureds under **WHO IS AN INSURED**:

If you operate a "golfing facility", any golf or tennis pros. Golf or tennis pros means any person, other than your "employees", whose primary responsibilities include golf or tennis instruction or operation of a golf or tennis pro shop, but only with respect to their liability for your activities, or activities they perform on your behalf, or their liability for the maintenance, use or operation of golf or tennis pro shop premises you lease to them.

LIMITS OF INSURANCE

- **Product Recall Amendment**

The provision relating to the Products-Completed Operations Aggregate Limit is replaced by the following:

The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

- a. Damages under **COVERAGE A** because of "bodily injury" and "property damage" included in the "products-completed operations hazard"; and
- b. "Product recall expenses".

The following paragraph is added to this section:

Subject to the application of the Each Occurrence Limit, as described in this section, \$25,000 is the most we will pay for all "product recall expenses" arising out of the same defect or deficiency.

- **Increased Medical Payments**

The following is added to **LIMITS OF INSURANCE**:

The Medical Expense Limit under **COVERAGE C** will be \$10,000, or the amount shown in the Declarations for Medical Expense Limit, whichever is higher.

All other terms and conditions of **COVERAGE C. MEDICAL PAYMENTS** remain unchanged.

COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

- **Knowledge Of Occurrence, Claim, Suit Or Loss**

The requirements for reporting and sending claim or "suit" information to us, including provisions related to the subsequent investigation of such claims or "suits", under **Duties In The Event Of Occurrence, Offense, Claim Or Suit** do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, trustees, board members, or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

- **Employees As Insureds Modified**

The exclusion relating to injury to a co-"employee" does not apply to injury to, or property damage to the property of, a "temporary worker" caused by a co-"employee" who is not a "temporary worker".

- **Newly Formed Or Acquired Organizations**

The following amendments are made to the insured provision relating to newly acquired or formed organizations, as granted under **WHO IS AN INSURED**:

Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. But, **COVERAGE A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed any organization under this provision.

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. But, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that relationship. This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months. This coverage extension will be excess over any other coverage, on any basis, available to the insured, and will be subject to the Other Insurance provisions of this policy for Excess Insurance.

(All other provisions of this section continue unchanged.)

- **Blanket Additional Insureds - Broad Form Vendors — As Required By Contract**

WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you have agreed in writing in a contract, agreement or permit 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" or "property damage" caused, in whole or in part, by:

1. Your ongoing operations performed for that person or organization, "your product," or premises owned or used by you; but this provision does not include any architects, engineers, or surveyors with respect to any injury or damage arising out of the rendering or failure to render any professional services by or for you, 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.
2. Your maintenance, operation or use of equipment, other than aircraft, "auto" or watercraft, leased to you by such person or organization. A person or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. "Bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, but the insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; but this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract, agreement;
 - b. any express warranty unauthorized by you;
 - c. any physical or chemical change in the product made intentionally by the vendor;
 - d. repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or