

VILLAGE OF HOMER GLEN CONTRACT FOR  
PROFESSIONAL ENGINEERING SERVICES  
FOR THE FIDDYMENT CREEK SANITARY SEWER –  
CEDAR ROAD EXTENSION

This agreement entered into this <sup>25<sup>TH</sup></sup> day of MAY, 2022, by and between the **Village of Homer Glen** herein after referred to as the “VILLAGE” and **Robinson Engineering, Ltd.**, consulting engineer, authorized to do business in the State of Illinois, hereinafter referred to as the “ENGINEER”.

WITNESSETH, that

WHEREAS, the Village requires municipal engineering services for its Fiddymment Sanitary – Cedar Road Extension, and

WHEREAS, the Engineer is able and desirous of performing such professional services as may be required by the Village upon the terms and conditions hereinafter provided:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES:

The Engineer shall perform and carry out in a satisfactory manner and in accordance with generally accepted and currently recognized engineering practices and principles which pertain to and concern the performance of the Engineering Services set forth in this agreement the following services:

A. Engineering Consulting Services

The Engineer will provide engineering consulting services to the Village for its Fiddymment Sanitary – Cedar Road Extension. The work includes the preparation of plans, specifications, a construction cost estimate and permits, bidding services and construction management and oversight for the proposed sanitary sewer extension project. The completed work will be ready for construction bidding. The work will include all task items contained in the Scope of Services as found in “Exhibit A” attached to and made part of this agreement.

B. Additional Services

When requested by the Village, the Engineer will furnish additional professional services mutually agreed to be outside the Scope of Services as set forth in “Exhibit A” which may be required and such other professional engineering services as the Village and Engineer shall agree upon in terms of time and compensation in accordance with rate schedule found in “Exhibit B”.

II. RESPONSIBILITY OF THE VILLAGE

The Village without cost to the Engineer will:

A. Make available on request by the Engineer all information available to the Village pertinent to the work. The Engineer, in the exercise of the Engineer’s professional judgment, may rely on the information provided by the Village if the Engineer determines that the information provided is accurate and reliable.

B. Provide notice to property owners, and make provisions, if necessary, for the Engineer to enter upon public and private lands as required for the Engineer to perform his work under this Agreement. If the Village is unable to

provide for the Engineer to obtain permission to enter upon public or private lands as required for the Engineer to perform a portion of his work, the parties agree to cooperate with one another to develop an acceptable alternative to enable the Engineer to perform this work.

It shall be the responsibility of the Engineer to prepare and submit applications for all necessary permits and approvals from any governmental entity from which a permit or approval is required prior to the performance of all or any portion of the services that are contemplated by this contract. It is agreed that any required permit fees, wetlands bank contributions, etc. are the responsibility of the Village, and that the Engineer cannot guarantee permit issuance from any governmental entity.

### III. COMPENSATION

The Village shall pay the Engineer as compensation for services rendered under this agreement in accordance with the Scope of Services in an amount of 12.5% of construction cost not to exceed \$180,469 plus an amount not to exceed \$22,000 for a geotechnical study/soil borings as detailed in the Scope of Services, "Exhibit A." The Village will be invoiced based upon a percentage of project completeness. The Engineer shall provide all necessary documents required to substantiate amount of work performed during each billing cycle.

### IV. NON-DISCRIMINATION

The Engineer agrees that in performing the work under this Contract he shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, or national origin, or otherwise commit an unfair labor practice.

### V. COMPLIANCE WITH LAWS

The Engineer shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, and local government which may in any manner affect the performance of the Contract.

### VI. CONFLICT OF INTEREST

No member of the governing body of the Village or other unit of government and no other officer, employee, or agent of the Village or other unit of government who exercises any functions or responsibilities in connection with the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

The Engineer covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains, which would conflict in any manner or degree with the performance of the services provided hereunder. The Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.

### VII. INSURANCE

The Engineer will purchase and maintain during the life of this Contract insurance coverage which will satisfactorily insure the firm and its employees against claims and liabilities which could arise because of the execution of this Contract. The policies of insurance shall name the Village of Homer Glen as an additional insured. Engineer will provide appropriate Certificates of Insurance and Additional Insured Endorsements to the Village naming the Village as an additional insured under all policies of insurance listed in the Certificate of Insurance attached hereto as "Exhibit C" prior to beginning any work pursuant to this contract. Engineer shall also require all persons, entities, contractors and subcontractors performing any portion of the services contemplated pursuant to this contract to provide Certificates of Insurance and Additional Insured Endorsements to the Village naming the Village as an additional insured in accordance with the provisions of this paragraph VII of the contract.

The insurance coverages provided are as follows:

A. Workmen's Compensation insurance covering the Engineer for any all claims which may arise against the Engineer because of the Illinois Workmen's Compensation Act and also the Illinois Workmen's Occupational Disease Act. The Employer's policy shall have a limit of not less than \$500,000 per claim.

B. Comprehensive General Liability Insurance protecting the Engineer against any and all Public Liability claims which may arise in the course of performance of the Contract. The limits of Liability Bodily Injury coverage will be not less than \$1,000,000 per person, including death, and \$2,000,000 per occurrence. The Property Damage limits of liability shall not be less than \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000.

C. Comprehensive Automobile Liability Insurance, including Employers Non-Ownership and Hired Car Coverage protecting the Engineer against Automobile claims whether on or off the Village's premises with Bodily Injury limits of not less than \$1,000,000 per person and \$1,000,000 per occurrence and Property Damage limits of not less than \$500,000 per occurrence.

D. Professional Liability Insurance covering the Engineer against all sums which the Engineer may become obligated to pay by reason of the liability imposed upon the Engineer by law for damage resulting from any claim made against the Engineer arising out of the performance of the professional services for the Village under this Contract, its capacity as Engineer and caused by any error, omission, or act of the Engineer or any others for whose actions the Engineer is legally liable. The limit of liability of this insurance will not be less than \$2,000,000 or the total estimated construction cost of the projects assigned to the Engineer pursuant to this Contract or any other contract which pertains to and concerns construction of the sanitary sewer system within the Bonnie Brae FPA.

E. Further, no cancellation or modification of the policy or policies described above shall occur without at least fifteen (15) days prior written notice given to the Village. The Engineer will not commence work on this Contract until all insurance is purchased and evidence of such is received and approved by the Village.

F. See "Exhibit C" for corporate insurance limits.

## VIII. CHANGES AND AMENDMENTS

The Village may from time to time, request changes in the scope of services of the Engineer to be performed hereunder. Such changes including any increase or decrease in the amount of the Engineer's compensation which are mutually agreed upon by and between the Village and the Engineer shall be incorporated in written amendments to this Contract. Such amendments shall not be effective until approved by the Village and by the Engineer.

The following items may not be necessary and are not included in this agreement as noted in Scope of Services, "Exhibit A:"

1. Detailed tree survey
2. Pavement cores
3. ACOE Section 404 Permit and related clearances
4. Work with private property owners for negotiating and obtaining utility and/or temporary access easements or right-of-way and the preparation of Plats of Easement or Plats of Dedication
5. Construction observation costs if actual construction time exceeds 12 weeks
6. Clean Construction and Demolition Debris (CCDD) Testing
7. Additional Village meetings beyond one (1) public meeting and three (3) staff meetings
8. More than one meeting per permitting agency

## IX. DELAYS AND EXTENSIONS

The Engineer agrees that no charges or claims for damages shall be made by them for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the Engineer to proceed to complete their services, or any part of them, after the date to which the time of completion may have been extended, shall in no way operate as waiver on the part of the Village or any of its rights herein.

## X. OWNERSHIP OF DOCUMENTS

All documents, data collected, drawings and plans generated (AutoCAD, PDF, etc.), reports and any and all instruments of service, and all intellectual property rights attributable thereto, developed or created by Engineer in the performance of its engineering services pursuant to this contract are to be the property of the Village. During the performance of the engineering services herein provided for, the Engineer shall be responsible for any loss or damage to the documents, data, plans, reports and instruments of service while they are in his possession. The documents, data, drawings, plans, reports and any all instruments of service, and all intellectual property rights attributable thereto, shall be provided to the Village, without any copyright or other restrictions limiting their use, in a format selected by and acceptable to the Village. There shall be no restriction on the lawful use of these materials by the Village.

## XI. TERMINATION FOR DEFAULT

If through any cause, the Engineer shall default in performance of this Contract in accordance with its terms and has failed to cure such default within thirty (30) days after receipt of a notice specifying such default, the Village may terminate this Contract. In such event, all finished or unfinished documents, data, plans, reports and instruments of service prepared by the Engineer under this Contract shall be immediately provided to the Village by the Engineer and shall become the property of the Village. If the Contract is so terminated, the Engineer will be compensated in accordance with a progress report prepared at the date of termination. The Village shall be allowed to deduct from the compensation any and all costs incurred by the Village to engage an engineering firm to complete the unfinished work that remains to be completed in accordance with the Scope of Services. The Village will not be required to pay any compensation to Engineer until such time as the engineering services contemplated by this contract are completed by another engineering firm selected by the Village and the total of all costs incurred by the Village to replace Engineer is finally determined.

In case the Village shall act under the last preceding paragraph, the Engineer shall deliver to the Village within twenty (20) days all finished or unfinished documents, data, plans, reports and any and all instruments of service prepared by the Engineer under this Contract.

## XII. SUCCESSORS AND ASSIGNS

The Village and Engineer each bind themselves, their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party in respect to all covenants of this Agreement. Except as in this Agreement provided, neither the Village nor the Engineer shall assign, sublet or transfer its interest in this Agreement without the consent in writing of the other.

## XIII. NOTICES

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the Engineer at 10045 West Lincoln Highway, Frankfort, IL 60423; or to the Village at 14240 W. 151<sup>st</sup> Street, Homer Glen, IL 60491. Either party may change the place to which hereunder may be addressed by written notice to the other party at any time.

#### XIV. ENTIRE AGREEMENT

This Agreement shall constitute the sole understanding of the parties hereto and supersedes all prior negotiations, statements, instructions, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both Village and Engineer.

#### XV. COOPERATION BY THE VILLAGE

The Village shall furnish the Engineer all records, maps, reports and plans pertinent to this work. Village personnel shall be available at reasonable times to provide background information to the Engineer and to accompany and assist them on inspection of existing facilities as may be required.

#### XVI. INDEMNIFICATION

In addition to its agreement to provide insurance policies naming the Village as an additional insured pursuant to the provisions of Paragraph VII, above, the Engineer agrees, to the fullest extent permitted by law, to indemnify, defend and hold Village harmless from any loss, damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Engineer's negligent, willful and wanton or intentional acts, errors or omissions in the performance of professional services under this Agreement. Engineer also agrees that it will require all persons, entities, contractors and subcontractors to provide this same indemnification for the benefit of Village to be included in any contract to perform any portion of the services contemplated by this Agreement.

#### XVII. JOBSITE SAFETY AND DETERMINATION OF MEANS, METHODS AND PROCEDURES FOR JOB PERFORMANCE

Engineer is responsible for all job site safety precautions for the work performed by the Engineer or its subconsultant pursuant to this contract and any amendments to this contract. Engineer is also responsible for the means, methods, procedures and safety precautions for all work performed by the Engineer or its subconsultant pursuant to this contract. Conversely, the Engineer shall NOT be responsible for, supervise, direct, and/or have control over, construction means, methods, techniques, sequences and procedures, safety, and security for any persons other than the Engineer or its subconsultant.

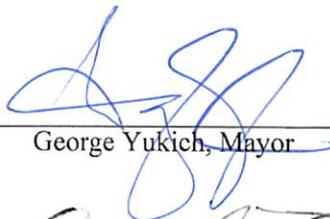
#### XVIII. DISPUTE RESOLUTION

Any dispute under this Contract shall first be submitted to non-binding mediation as a condition precedent to litigation. Mediation shall not take longer than 60 days from the date the dispute began, unless agreed upon by the parties. The costs of the mediation shall be divided equally by the parties. If the parties are unable to agree upon the selection of a mediator within 14 days of the date the dispute began, then ADR Commercial Services a division of ADR Systems of America, LLC, shall be asked to appoint a mediator from its list of approved mediators to act as mediator of the dispute. This selection shall then be final and the mediation shall proceed.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Village and the Engineer have executed this agreement as of the above listed date.

VILLAGE OF HOMER GLEN



George Yukich, Mayor

ATTEST:



Christina Neitzke-Troike, Clerk

6/6/2022

Date

ROBINSON ENGINEERING, LTD.  
Professional Engineers



Aaron E. Fundich, PE  
Chief Executive Officer

SEAL



**EXHIBIT A  
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES FOR THE VILLAGE OF HOMER GLEN  
FIDDYMENT CREEK SANITARY SEWER – CEDAR ROAD EXTENSION**

**Project Description**

The Proposed Fiddymment Creek Sanitary Sewer – Cedar Road Extension will connect to the existing manhole, approximately 350-feet south of the centerline of Cinnamon Creek West Lane, along the west side of Cedar Road. The proposed sewer is planned to be extended south along Cedar Road, and east along 159th Street, to a point approximately 1,350-feet east of the centerline of Cedar Road. However, the final alignment shall be determined as part of the project, and shall be approved by the Village of Homer Glen. In addition, the project shall consider an alternate sewer stub and manhole, for future extension and service, at the northwest corner of 159th Street and Cedar Road.

**Scope of Required Services**

The selected civil engineering firm will be required to prepare plans, specifications, applications and a construction cost estimate for the proposed sanitary sewer extension project. Construction observation and oversight will also be included as part of the project scope. The services listed below are not all-inclusive, but represent those normally expected as part of a project of this type:

1. Complete all necessary field work for the design of the proposed sanitary sewer extension.
2. Prepare plans, details, specifications and bid documents for permitting, bidding and construction of the proposed sanitary sewer.
3. Assist with obtaining approval of necessary permits and/or approvals, including but not limited to, the City of Lockport, IEPA, IDOT and FPDWC, etc.
4. Provide bidding services for the proposed sewer extension project.
5. Assist with obtaining approval from the Homer Township Road District and the Illinois Department of Transportation, to potentially locate the proposed sanitary sewer within their existing rights-of-way. (Work with private property owners for negotiating and obtaining utility easements and the preparation of Plats of Easement, will be considered extra, and will be billed at the previously approved rates negotiated with the Village of Homer Glen, under the As Needed Engineering Agreements.)
6. Assistance with conducting preconstruction meetings/conference.
7. Construction engineering support services, including the review of contractor submittals, shop drawings, inspection reports, requests for information, change order requests and inspections and material testing.
8. Field staking, layout, on-site supervision of construction work, and preparing inspection reports.
9. Reviewing and making recommendations regarding all contractor requests for payment and submitting approved requests to the Village.

The detailed Approach to Scope of Work submitted by Robinson with their RFP response is incorporated into this Exhibit A Scope of Services understanding.

**EXHIBIT A1**

**ROBINSON ENGINEERING LTD. APPROACH TO SCOPE OF WORK**

**PROFESSIONAL ENGINEERING SERVICES FOR THE VILLAGE OF HOMER GLEN  
FIDDYMENT CREEK SANITARY SEWER – CEDAR ROAD EXTENSION**

## Project Approach

Robinson provides experienced staff for every aspect of each project we undertake and is fully qualified to complete all required aspects of this project utilizing in-house staff, along with a wetland subconsultant and geotechnical consultant. The scope of engineering services needed for the project will closely resemble those listed in the Village's RFP, including but not limited to the following:

## Design Phase

- **Project kick-off meeting.** We will meet with Village staff to review the general scope of the project, supplemental design criteria, and to obtain the Village's input regarding scope, alignment, stub and service locations and schedule details, as well as other potential stakeholder concerns associated with the project. Another prime objective of this meeting will be to clarify the Village's desired communications protocol for all aspects of the project, not only with project management, but with stakeholders that will be directly involved in the project. A site visit will also be conducted by the project's design engineer in conjunction with the project kick-off meeting. Photographs of the project area will be taken to document existing conditions. It is our strong opinion, gained through experience on similar projects, that meticulous data gathering, on-site experience, and face-to-face conversations with Village staff by the design engineer are key components in a successful design process. We will coordinate with Lockport in advance to verify any special requirements they may have.
- **Data Collection.** Other pertinent data and information that will be collected and reviewed are the Village's water and sewer atlases, design standards, applicable municipal code, rights-of-way/easement information, and private utility information in the various project areas. We will seek to obtain and clarify as much 'local information' as we can during the kick-off meeting.
- **159<sup>th</sup> Street Plans / As-Builts.** The recently completed 159<sup>th</sup> Street improvements by IDOT **offer the potential for some engineering cost savings if electronic copies of these plans are available / on file with the Village.** If electronic files of the quarter-mile segment of the sewer along 159<sup>th</sup> Street are available, it is likely we could utilize these drawings to design the proposed sanitary sewer in this area, reducing our costs for field surveying and drafting of existing conditions in this area. If these are in fact available, we will pass the associated savings along to the Village.
- **Field Work.** Using continuously updated state-of-the-art technology, our experienced office and field personnel will collect all relevant site condition information in anticipation of the agreed upon alignment for the sanitary sewer extension and then prepare an existing conditions file in CAD to be used for design.
- **Design Analysis.** The sewer alignment, size and slope will be determined using the collected existing conditions, standard engineering methods and meeting all applicable regulations. Forecasted wastewater generation will also include collaboration with the Village's planning staff as well as the existing and future land uses published in the Village's Comprehensive Plan.
- **Wetland Investigations.** According to the online USFWS Wetland Mapper, there are likely wetlands within the project limits. We would utilize Hey and Associates, Inc. to perform a wetlands delineation, wetland report, and jurisdictional determination. It is our assumption that the project will not require a ACOE Section 404 Permit and other related clearances using construction techniques that avoid open trenching in these sensitive areas.



- **Tree Investigations.** We understand the importance of trees to the Village and it is our assumption that a sewer alignment could be planned without disruption to the trees in the Cedar Glen subdivision. We have not included a detailed tree survey in our scope of services, but it could be performed by our team for an additional cost if the sewer alignment will be in the proximity of the trees.
- **Soil Borings & Pavement Cores.** We would utilize Geocon Professional Services, LLC to perform soil borings and geotechnical analysis. Pavement cores could also be included for additional cost if necessary and agreed upon by the Village.
- **ROW/Easements.** We will provide recommendations for temporary and/or permanent easements (if required). Coordination with property owners, easement plats, and legal descriptions can be provided by the Village or performed by Robinson at an additional agreed upon cost. Work with private property owners for negotiating and obtaining utility easements and the preparation of Plats of Easement will be considered extra and will be billed at the previously approved rates negotiated with the Village.
- **Permitting.** We will prepare and submit all permit applications for required design improvements. Anticipated permitting will include an IEPA permit application for sewer construction, a Notice of Intent (NOI) under the National Pollutant Discharge Elimination System for an ILR10 permit, an IDOT permit for work in 159<sup>th</sup> Street the right-of-way, and approval from the Homer Township Road District for work within its jurisdiction. A permit will also be needed from the City of Lockport since the wastewater from this sewer will ultimately be treated by the City. Meeting attendance with regulatory agencies, if warranted, is included in this scope. Our approach with any delineated wetlands along the sewer alignment would be to select an installation method that does not require open trenching so that the wetland would be preserved. In addition to observing the importance placed on wetlands preservation by Homer Glen, this approach will eliminate the need for an ACOE permit, although submittal for a “No Permit Required” is recommended as a best practice.
- **Utility Coordination.** At the project onset, we will contact all known private utilities in the project area, including pipelines, gas, electric, phone, internet, and cable TV facilities. Since it typically takes 3-6 weeks for utility companies to respond to these requests, we suggest this be done immediately upon the Village determining its selected consultant. As previously noted, efforts will be made to avoid utility relocations, if possible. However, if relocations are needed, our team is accustomed to the procedures and submittal requirements required for relocations by the various utility companies. We typically submit pre-final plans to affected utility companies early in the plan preparation process to ensure that conflicts are identified and minimized during the design.
- **Meetings.** We will attend public Village meetings and/or neighborhood meetings to present the project, answer questions, and collect input from stakeholders. We will also prepare for and attend progress meetings for Village staff. Our cost proposal includes one public meeting and three staff meetings, but more meetings can be added at our standard hourly rates if desired by Village.

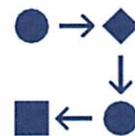


- **Develop Detailed Design Drawings.** Plans will be prepared for bidding and construction purposes, including but not limited to, a cover sheet, summary of project quantities, general notes, plan and profile sheets, erosion control & SWPPP sheets, specifications, restoration details, including pavement and curb and gutter replacement. A supplemental book of project specifications and contract documents will also be prepared.
- **Plan Submittals.** Pre-final plans at a 75% completion level will be provided for Village review and discussion. Village Staff will also be provided 100% plans incorporating all relevant comments. These plans will undergo the internal Robinson process for QA/QC at each stage.
- **Cost Estimates.** Prepare and submit preliminary and final itemized construction cost estimates to Village Staff, along with the 75% and 100% plans.
- **Clean Construction and Demolition Debris (CCDD).** Robinson has successfully completed hundreds of CCDD and non-special waste disposal projects for the management of excess soil generated during utility construction in right-of-ways for municipal projects throughout the Chicagoland suburbs.

### Bidding Phase

Our services will include:

- Reproduce digital and hard copies of bidding documents, as required, and track bid book allocation among recipients.
- Assist the Village in prequalifying prospective bidders, as may be required.
- Respond to questions from prospective bidders.
- Issue addenda as may be required.
- Attend bid opening and assist with opening of bids, as may be required.
- Review all bids received and compile itemized bid tabulation to be included with the contract award recommendation letter.
- Assemble contract documents and facilitate construction contract execution between Village and successful bidder, including review of performance bond and insurance policies provided by Contractor.



### Construction Engineering Phase

Our services will include:

- Conduct digital photographic survey (video) of project construction area to document existing conditions within affected right-of-way and adjacent private properties.
- Facilitate pre-construction meeting between Village, Contractor, and other stakeholders as may be applicable, including the preparation of agenda and meeting minutes.
- Respond to Contractor requests for information.
- Review shop drawings and contractor submittals.
- Provide construction staking and layout of the proposed improvements.
- Prepare and/or collect all required construction documentation from Contractor.
- Conduct regular inspections of erosion control facilities along project route throughout duration of construction activities
- Prepare periodic reports documenting erosion control status as warranted



- Provide a qualified Resident Engineer/Observer to observe all construction activities, ensure Contractor compliance with approved plans and specifications, measure project quantities, assist with utility coordination, keep Village informed of project status, and advise Village of deficiencies in the Contractor's work as necessary. Resident Engineer/Observer to be on site part-time or full-time during construction at the Village's discretion.
- Prepare written daily inspection reports including digital photographs to be delivered to Village in electronic format.
- Assist with preparation of change orders, plan revisions or other field directives as may be required during construction.
- Review Contractor's monthly pay requests and prepare recommendations for payment for work satisfactorily completed.
- Assist the Village in addressing concerns of stakeholders and/or the general public.
- Conduct punch list inspection(s) and associated documentation before final payment recommendation is made for the Contractor's work.
- Prepare 'as-built' construction drawings reflecting field changes to the design plans.

### Project Schedule

We will dedicate the necessary staff and resources to comply with the Village’s desire to bid the project in Summer or Fall 2022 and start construction in Summer 2023 assuming on a Notice to Proceed from the Village in April 2022. The following is a proposed schedule to achieve this timeline, with the typical caveats that permitting by outside agencies, weather and utility relocates can result in changes to the schedule, which are beyond our control:

Village of Homer Glen Fiddymt Creek Sanitary Sewer - Cedar Road Extension Design Engineering and Construction Engineering Services Project Schedule																								
	2022												2023											
	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC		
Engineering Proposal Submittal & Review																								
Consultant Selection & Board Approval																								
Project Kick-Off Meeting with Village Staff																								
Perform Field Survey (Topography, Utilities, & ROW Features Along Route of the Proposed Improvement.)																								
Evaluate Routing and Easement Needs																								
Coordinate with Public Utility Companies																								
Prepare Preliminary & Final Construction Plans, Details, Specifications, and Bid Documents																								
Prepare ROW/Easement Documents (if required)																								
Prepare Preliminary and Final Cost Estimates																								
Prepare all Required Permit Applications and Obtain Approvals of Plans and Specifications From all Appropriate Agencies as Necessary, Including the City of Lockport, IEPA, IDOT, FPDWC and Homer Township Road District.																								
Bidding/Contract Award Assistance																								
Shop Drawing/Submittals Review																								
Preconstruction Meeting with Village Staff and Contractor																								
Provide Horizontal & Vertical Construction Layout of Proposed Improvement																								
Provide Construction Supervision & Documentation. Respond to Questions & Concerns from Property Owners. Prepare Continual Construction Punchlist.																								
Attend and Conduct Periodic Construction Coordination/Status Meetings																								
Review Contractor Pay Requests for Work Performed																								
Coordinate Final Inspection and Paperwork																								
Prepare As-Built Drawings																								

## Proposed Fee Schedule

Service	Proposed Fee	Consideration
Topography, Design Engineering, Permitting & Bidding	<del>5.50%</del> <b>6.0%</b> of <b>Awarded Construction Cost</b>	Assumes design and/or as-built drawing is available from the Village or IDOT in .DWG format for recent 159 <sup>th</sup> Street reconstruction. If unavailable, add 0.50% for total 6.00%.
Wetland Services (subconsultant)	<b>Included within above</b>	Wetland delineation and report, jurisdictional determination / boundary concurrence request, and USACE permitting.
Geotechnical /Soil Borings (subconsultant)	<b>\$ 22,000</b>	Optional service likely to save at least double this cost in construction bids. 10 soil borings to a depth of 30-feet and a geotechnical report.
Plat Preparation and Negotiations for ROW Acquisition / Easements	<b>T &amp; M if necessary</b>	If needed, this work will be considered an extra service, and will include cost of purchasing title commitments, plat of easement preparation and property owner negotiations (easement recording with Will County by Village). To be billed at standard hourly rates included herein.
Construction Staking, Construction Observation & Testing, As-Built Preparation	<b>6.50% of Awarded Construction Cost</b>	<b>Full-time construction observation</b> (8 hours per working day) assumes a 12-week construction timeline, resulting in forty 8-hour working days from mobilization through punch list resolution. Actual costs may vary depending upon actual construction time.
CCDD Testing	<b>T &amp; M if necessary</b>	If needed, this work will be considered extra, and will be billed at the approved rates negotiated with the Village of Homer Glen, under a separate As Needed Engineering Agreement.
<b>TOTAL ESTIMATED DESIGN &amp; CONSTRUCTION ENGINEERING EXCLUDING SOIL BORINGS, ROW &amp; CCDD</b>	<del>\$173,250</del> <b>\$180,469</b>	Based on <del>5.50%</del> <b>6.0%</b> + 6.50% = 12.00% of estimated construction cost of \$1,443,750.

Our experience has been that while full-time construction observation is certainly advantageous for several reasons (but costly), it isn't always necessary for simple sewer extension projects of this nature. This is true because the testing phase after construction is completed will provide certainty with respect to verifying that the sewer/manholes are watertight, capable of meeting required pressure tests, etc.

We believe it is prudent to budget for full-time observation, especially if the low bidder doesn't have the best reputation or track record for whatever reason. However, if a reputable contractor is awarded the project, it is quite possible that construction engineering costs can be lowered by up to a third with part-time inspection. In this case, the total cost above would be reduced by about \$30,000.

**EXHIBIT A2**  
**GEOCON PROFESSIONAL SERVICES LLC GEOTECHNICAL ENGINEERING SERVICES**  
**SUBCONTRACT**

**PROFESSIONAL ENGINEERING SERVICES FOR THE VILLAGE OF HOMER GLEN**  
**FIDDYMENT CREEK SANITARY SEWER – CEDAR ROAD EXTENSION**



May 27, 2022

Mr. Paul R. Ruscko, PE  
Senior Project Manager  
Robinson Engineering, Ltd.  
127 North Walnut Street, Suite 200  
Itasca, IL 60143-1757

Subject: Proposal for Geotechnical Engineering Services  
Sanitary Sewer Extension  
Cedar Road and 159<sup>th</sup> Street  
Homer Glen, Illinois  
Proposal No. 22-P295 REVISED

Dear Mr. Ruscko:

GEOCON Professional Services, LLC (GEOCON) is pleased to submit this proposal providing geotechnical engineering services on the above referenced project. A brief description of our understanding of the project, and a discussion of the scope of services to be provided, is included in the following paragraphs.

#### PROJECT UNDERSTANDING

The proposed project will consist of a sanitary sewer extension along Cedar Road and 159<sup>th</sup> Street, in the Village of Homer Glen, Illinois. The proposed length of the sewer is approximately 3,900 feet along Cedar Road, and approximately 1,400 feet along 159<sup>th</sup> Street. It is understood that the depth of the sewer is unknown at the time of this proposal, but the anticipated maximum depth is 20 feet below ground surface.

Note: it is understood project details are not finalized at this time. Preliminary plans consist of the proposed sewer on the west side of Cedar Road and north side of 159<sup>th</sup> Street. Based on a brief Google Earth site review, it appears there are overhead power lines located along the west side of Cedar Road. As a result, borings may have to be offset a sufficient distance away if in the vicinity.

#### SCOPE OF WORK

GEOCON proposes to drill a total of ten (10) soil borings for this project extending to a depth of 30 feet below existing grade. Traffic control will be required during drilling along 159<sup>th</sup> Street, and we have assumed that borings along Cedar Road will be located within municipal rights-of-way and will not require permitting. 159<sup>th</sup> Street is within IDOT right-of-way and will require IDOT permitting.

The subsurface exploration will be performed with an ATV-mounted drill rig, utilizing continuous flight hollow stem auger to advance the test holes. Soil samples will be secured by the Standard Penetration Test method at 2.5-foot intervals to 20 feet, followed by 5.0-foot intervals. Groundwater level observations will be noted during the drilling activities and in the open boreholes upon completion. In addition, four (4) piezometers will be installed at select boring locations and one set of delayed groundwater measurements will be taken prior to preparing the geotechnical report. Surface elevations will be estimated from topographic information proved to our office or Google Earth if unavailable. Upon completion, the boreholes will be filled with cuttings from the drilling process, and surface materials restored, as appropriate.

Laboratory visual classification and other testing will be performed to determine the behavioral characteristics of the subsurface materials encountered. The lab testing program is indicated on the attached Estimate Worksheet.

#### **GEOTECHNICAL REPORT**

The results of the subsurface exploration and laboratory testing will be utilized in an engineering evaluation and analysis and presented in a written report containing our recommendations for subgrade preparation and fill placement, as well as the geotechnical parameters needed for design.

#### **FEES AND CONDITIONS**

GEOCON proposes to perform the services on a unit rate basis, and pursuant to the General Conditions attached to this document. The estimated fee for the specified work will not exceed **\$21,960.00** without client approval. Additional services beyond those described herein would be performed at the unit rates indicated.

The above fee is based on the boring locations being readily accessible to ATV mounted drilling equipment. Any special equipment required for site access, or any delays beyond the control of our personnel, will be considered as additional costs. The above fee does not include coordination with individual property owners and assumes the work can be performed contiguously under one mobilization.

GEOCON will contact the Illinois1call system to ascertain the location of utility conduits prior to the start of drilling operations. The client will be responsible for locating, or making GEOCON aware, of any private utilities that are not included on the locate ticket. GEOCON will not be responsible for damage to underground utilities or structures that are not located prior to drilling.

#### **SITE ACCESS AND SCHEDULE**

The above fee is based on the client or owner providing site access concurrently for all sites such that the drilling can be performed under one mobilization. Any access coordination performed by GEOCON would be invoiced on a time and material basis, at the rates provided on the Standard Fee Schedule attached to this proposal.

We would anticipate that the field work would begin within 3 weeks of receiving written authorization to perform the work. Submittal of the geotechnical report will be within 2 weeks of completing the field work.

#### **AUTHORIZATION**

GEOCON will proceed with the work on the basis of written authorization received from the client. Should you have any questions regarding this proposal, or if we could be of any other assistance, please feel free to call us at 815-412-2031. We are looking forward to working with you on this project.

Proposal for Geotechnical Engineering Services  
Sanitary Sewer Extension  
Homer Glen, IL  
Proposal No. 22-P295 REVISED  
Page 3

Sincerely,

**GEOCON Professional Services, LLC**



**Brandon Filafusi, EIT**  
Project Engineer  
Ph. (815)-823-2623  
[brandon.filafusi@geoconcompanies.com](mailto:brandon.filafusi@geoconcompanies.com)

Attachment: Estimate Worksheet  
Boring Location Diagram  
General Conditions

ACCEPTANCE OF PROPOSAL AND ENCLOSURES

FIRM: ROBINSON ENGINEERING, LTD.  
SIGNATURE: Dana E. West  
NAME (PRINT): DANA E. WEST  
TITLE: SENIOR PROJECT MANAGER  
DATE: 5/27/22



**Geocon Professional Services, LLC**  
**Estimate Worksheet**

Client: Robinson Engineering, Ltd.  
 Project: Sanitary Sewer Extension  
 Location: Cedar Road and 159th Street, Homer Glen, IL  
 Geocon Proposal No.: 22-P295 REVISED  
 Date: May 27, 2022

	<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>
<b>I. Field Exploration Services</b>			
1. Drill rig mobilization	1 Lsum	\$750.00	\$750.00
2. Project layout, coordination, & gw meas	8 Hours	\$140.00	\$1,120.00
3. Soil drilling with split-spoon sampling, 0 to 50'	300 Feet	\$22.00	\$6,600.00
4. Thin wall tube samples	0 Each	\$50.00	\$0.00
5. Pavement core with stone subgrade thickness	0 Each	\$75.00	\$0.00
6. IDOT Permit (159th Street)	1 Each	\$500.00	\$500.00
7. Traffic control (159th Street)	1.5 Day	\$2,500.00	\$3,750.00
8. Piezometer material and installation	4 Each	\$725.00	\$2,900.00
9. NQ2 Rock Cores per 10 ft run	0 Each	\$1,000.00	<u>\$0.00</u>
	<b>Subtotal For Field Exploration Services:</b>		<b>\$15,620.00</b>
<b>II. Laboratory Soil Testing Services</b>			
1. Rimac compressive strength tests, calibrated hand penetrometer tests, visual engineering classification and moisture content tests	100 Tests	\$15.00	<u>\$1,500.00</u>
	<b>Subtotal for Laboratory Services:</b>		<b>\$1,500.00</b>
<b>III. Engineering Services for Geotechnical Report</b>			
1. Senior Engineer to write report	16 Hours	\$180.00	\$2,880.00
2. Project Engineer to prepare exhibits	14 Hours	\$140.00	<u>\$1,960.00</u>
	<b>Subtotal for Engineering Services:</b>		<b>\$4,840.00</b>
	<b>Total Estimated Fee:</b>		<b>\$21,960.00</b>



9370 Laraway Road, Suite D  
 Frankfort, IL 60423  
 P.815.806.9986 F. 815.464.8691

**BORING LOCATION DIAGRAM**  
 Sanitary Sewer Extension  
 Cedar Road and 159<sup>th</sup> Street  
 Homer Glen, Illinois

PROPOSAL NUMBER: 22-P295  
 REVISED

DATE: May 2022



## STANDARD TERMS AND CONDITIONS Geotechnical Services

**Item 1. Scope of Services.** Geoccon Professional Services, LLC, (GEOCON) shall perform services in accordance with an agreement made with the 'client.' The agreement consists of GEOCON's proposal, Standard Fee Schedule, and these General Conditions. The client is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The acceptance of GEOCON's proposal signifies the acceptance of the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the fee schedule or elsewhere in the agreement can be provided. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client shall impart the terms of this agreement to any third party to whom client releases any part of GEOCON's work. GEOCON shall have no obligations to any party other than those expressed in this agreement. All fixed hourly labor rates included in GEOCON's proposal that are governed by the Collective Bargaining Agreement (CBA) with Local 150 are subject to automatically increase March 1<sup>st</sup> of every year based on the % increase included in the governing CBA.

**Item 2. Site Access.** The client will provide for the right-of-access to the work site. In the event the work site is not owned by the client, client represents to GEOCON that all necessary permissions for GEOCON to enter the site and conduct the work, have been obtained. While GEOCON shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of work, that GEOCON has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

**Item 3. Utilities.** In the performance of its work, GEOCON will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the client. The client agrees to hold GEOCON harmless and indemnify GEOCON from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by GEOCON for any damages to underground structures and utilities that were not correctly and clearly shown on the plans provided to GEOCON or otherwise disclosed by the client utility locator service. GEOCON will be responsible for ordering the utility locator services only if expressly set forth in the scope of the proposal.

**Item 4. Hazardous Materials and Conditions.** Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client or other involved or contacted parties, to advise GEOCON of any known or suspected undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by GEOCON employees or subcontractors or which in any other way may be pertinent to GEOCON's proposed services.

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of GEOCON site personnel and/or the public. GEOCON may at its option and on the basis of its judgement and opinion, exercise such precautions to complete the project or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken.

GEOCON's work shall include visual observation and laboratory testing of subsurface water and soil samples obtained by intrusive sampling of the subsurface, for the purpose of evaluating the geotechnical characteristics of the subsoils relative to the project. As such, GEOCON does not create, generate, transport or at any time own or store hazardous materials in the performance of its work. The client will take possession of and be responsible for the proper disposal of all hazardous materials including, but not limited to samples, drilling fluids and cuttings, decontamination and well development fluids, and used disposable protective gear and equipment.

**Item 5. Confidentiality.** GEOCON shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential." GEOCON shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of GEOCON against claims or liabilities arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by GEOCON, is to be considered confidential and proprietary and shall not be released or otherwise made available to any third party without the express written consent of GEOCON.

**Item 6. Standard of Care.** GEOCON will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties, implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil and groundwater conditions can vary between sampling points and with time, and that the interpretation of data and opinions and recommendations made by GEOCON are based solely on obtained data. Such limitations can result in a redirection of conclusions and interpretations where new or changed information is obtained. GEOCON will not be responsible for the interpretations by others, of data obtained by GEOCON for the geotechnical study.

**Item 7. Technical Methodology and Protocol.** GEOCON will select generally accepted methods and procedures it considers appropriate to accomplish the intended and understood purpose of its services within the scope of this agreement, and the client signifies concurrence with these methods and procedures by acceptance of this agreement. In the event other methods or procedures are preferred by the client or considered more appropriate, a written description or designation of these must be provided prior to execution of this agreement.

**Item 8. Limitations of Liability.** Robinson Engineering, Ltd. (REL) agrees to limit GEOCON's liability to REL, allegedly arising from GEOCON's professional acts or errors and omissions, to a sum not to exceed GEOCON's fees for the services performed on the project, provided that such claims are not attributable to GEOCON's gross negligence or intentional misconduct. In this latter event the limit of liability will be increased to \$25,000 less any applicable insurance amount covering alleged damages or claims. In no event shall GEOCON or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on GEOCON's services, be liable to the other parties for incidental, indirect or consequential damages arising from any cause.

**Item 9. Insurance and Indemnity.** GEOCON represents that they now carry, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over their employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Additionally, insured on a primary and non-contributory basis with respect to the general liability and auto liability coverage only. Waivers of subrogation applies to the general liability, auto liability, and workers compensation in favor of the stated additional insureds. Certificates of insurance can be provided to the client upon written request. GEOCON shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions. GEOCON agrees to indemnify the client from and save client harmless against any loss, damage, or liability stemming from acts of gross negligence by GEOCON. Except as expressly set forth in Item Nos. 8 and 9, REL agrees to hold GEOCON, its officers, directors, agents, and employees, harmless from any claims, suits or liability including but not limited to attorney fees, costs of settlement and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to GEOCON's performance of work.

**Item 10. Modifications.** This agreement and all attachments pursuant to this agreement represents the entire understanding between the parties, and neither the client nor GEOCON may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

**Item 11. Payment.** Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. The fees quoted are based upon an expected monthly payment. An interest charge of 1.5% per month will be added to delinquent charges; however, GEOCON, at its option, may terminate its services due to client's failure to pay when due. In the event of termination of services prior to completion, client shall compensate GEOCON for all services performed prior to and for such termination.

**Item 12. Third Party Reliance.** The Services provided are for GEOCON, REL, and Homer Glen's sole benefit and exclusive use with no other third-party beneficiaries intended. Reliance upon the Services and any work product is limited to REL and Homer Glen and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, GEOCON will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return a reasonably acceptable reliance agreement and GEOCON receives the agreed-upon reliance fee.

**EXHIBIT A3**  
**HEY AND ASSOCIATES INC. WETLAND CONSULTING SERVICES SUBCONTRACT**  
**PROFESSIONAL ENGINEERING SERVICES FOR THE VILLAGE OF HOMER GLEN**  
**FIDDYMENT CREEK SANITARY SEWER – CEDAR ROAD EXTENSION**

**Hey and Associates, Inc.**  
Engineering, Ecology and Landscape Architecture

MILWAUKEE, WISCONSIN

26575 W. COMMERCE DRIVE, SUITE 601  
VOLO, ILLINOIS 60073  
PHONE (847) 740-0888  
FAX (847) 740-2888

CHICAGO, ILLINOIS

April 21, 2022

Mr. Paul Ruscko, PE  
Robinson Engineering, Ltd.  
26575 West Commerce Drive, Suite 512  
Volo, IL 60073

Proposal No.: 22-0160

Re: Wetland Consulting Services  
South Cedar Road Sanitary Sewer Project  
Homer Glen, Will County, Illinois

Dear Paul:

As requested, we would be pleased to provide wetland consulting services for the referenced sanitary sewer project. We have reviewed the exhibit you provided, and we propose the following scope of services.

**TASK 1: FIELD INVESTIGATION AND WETLAND DELINEATION REPORT**

We will complete a field investigation of the ±5,200 feet (50-foot corridor width based on center line of sewer on one side of the road) sewer corridor and perform a routine wetland delineation applying the general procedures detailed in the 1987 U. S. Army Corps of Engineers' (USACE) wetland delineation manual and the 2010 Regional Supplement-Midwest Region. As part of this process, we will identify and flag the wetland boundaries for surveying by the project surveyor. We will review the survey for consistency with our field notes and use it to prepare our report. In addition, we will conduct a standard farmed wetland determination for the agricultural portion of the corridor.

We will utilize the information obtained to complete a full wetland delineation report. The report will include an aerial photograph showing the surveyed wetland boundaries, required USACE dataforms for sample points, observed dominant vegetative species, Floristic Quality Assessment (FQA) for each wetland, representative color photos, farmed wetland determination, and other necessary data. We will provide you a report pdf file.

Please note that if the fieldwork for the wetland delineation occurs outside the normal growing season (May 1 to October 15), the USACE may possibly require the collection of additional data during the growing season.

**TASK 2: REQUEST FOR JURISDICTIONAL DETERMINATION/BOUNDARY CONCURRENCE**

We will prepare and submit correspondence requesting a jurisdictional determination/boundary concurrence along with the wetland report and attend up to one (1) field meeting with the USACE. The request form will need to be signed by the Village of Homer Glen as the property owner/easement holder.

**TASK 3: WETLAND CONSULTING**

Under this task, we would provide guidance on land planning issues, such as buffers/setbacks, wetland permitting, listed species consultation, mitigation options, etc. We would be available to attend design and coordination meetings at your direction. We would assist in responses to review comments related to wetlands. We propose to provide these services on a time and materials basis.

**TASK 4: USACE PERMITTING**

If the project will result in impacts to wetlands/waters of the U.S., we will prepare and submit a Section 404 Nationwide Permit 58 (Utility Line Activities for Water and Other Substances) application to the USACE. We will attend one (1) project meeting and provide standard coordination services. The wetland permit application (pdf) may include the following:

1. Joint Application Form signed by the Village of Homer Glen as the applicant,
2. Project narrative including purpose and need of the project,
3. Wetland Delineation Report (Task 1),
4. 11 x 17 wetland impact exhibit prepared by your firm,
5. 11 x 17 preliminary engineering and landscape plans prepared by your firm,
6. Correspondence regarding federally listed threatened/endangered species,
7. Correspondence from the Illinois Department of Natural Resources (IDNR) regarding state listed threatened/endangered species,
8. Documentation from the IDNR regarding cultural resources, and
9. Restoration Plan for disturbed wetland and wetland buffers.

It is assumed that most of the wetland/waters impacts will be considered temporary and that any permanent impacts will be under 0.10-acre and therefore not require compensatory mitigation for the USACE.

If required by the USACE, we will assist in your firm's submittal to the Will South Cook Soil and Water Conservation District (SWCD) for SESC review and approval. SWCD review fees will need to be provided by your firm or the Village of Homer Glen and are not included in our fee.

If state funding or state passed through funding is used for this project, we will assist your firm to coordinate with IDNR regarding the Interagency Wetland Policy Act and the proposed permanent wetland impacts. We assume any wetland mitigation required for permanent impacts will be provided through a purchase at a wetland bank.

**TASK 5: REQUEST FOR LETTER OF NO PERMIT REQUIRED**

If the project will avoid wetlands/waters of the U.S., we will coordinate with your firm on a Letter of No Permit Required request to the USACE and provide standard coordination. This will require civil engineering plans documenting the wetland/waters of U.S. avoidance and soil erosion/soil control measures. The application form will need to be signed by the Village of Homer Glen as the applicant.

**FEEES**

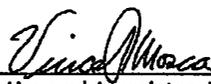
<b>TASKS</b>	<b>FEE</b>
1. Field Investigation and Wetland Delineation Report (assumed only 1 side of roads)	\$3,900 LS
2. Request for Jurisdictional Determination/Boundary Concurrence	\$700 LS
3. Wetland Consulting	\$1,000 T&M
4. USACE Nationwide Permitting	\$2,500 LS
5. Request for Letter of No Permit Required	\$1,000 LS
Reimbursables for Tasks 1 and 2 (estimated)	\$300
<b>TOTAL (ONLY TASK 4 OR 5 WILL BE NECESSARY)</b>	<b>\$6,900-\$8,400</b>

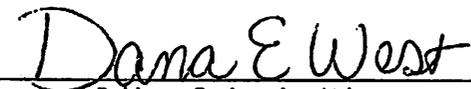
Mr. Paul Ruscko, PE  
22-0160 Sanitary Sewer-Homer Glen  
April 21, 2022  
Page 3

Reimbursable expenses include, but are not necessarily limited to, travel, reproductions, shipping/delivery, aerial photographs, phone, and other communication charges, consultants and subcontractor fees, equipment, and supply costs related to the execution of the project.

This proposal does not include work for detailed listed species surveys or the development of a project mitigation document. If required, these tasks and any other supplemental work would be in addition to the above amounts or by separate proposal. Our Standard Terms and Conditions are attached.

If this agreement is acceptable, please sign below and return this proposal to our office. Upon receipt, we will sign and return a fully executed copy for your records. This proposal is valid for 60 days from the date of this letter. Should you have any questions, please contact Steven Rauch at our Volo office.

  
\_\_\_\_\_  
Hey and Associates, Inc.

  
\_\_\_\_\_  
Robinson Engineering, Ltd.

Tracy Ashley  
\_\_\_\_\_  
Attest

  
\_\_\_\_\_  
Attest

05/20/2022  
\_\_\_\_\_  
Date

5/20/22  
\_\_\_\_\_  
Date

**Compensation**

<b>Profession</b>	<b>Hourly Bill Rate</b>
<b>Engineering</b>	
Senior Principal Civil Engineer	\$210
Principal Civil Engineer	\$185
Senior Civil Engineer	\$170
Civil Engineer I to V	\$115-155
Water Resources Specialist I to V	\$110-150
Engineering Technician I to V	\$110-150
Lake and Survey Services Manager	\$150
<b>Ecological Services</b>	
Senior Principal Ecologist	\$200
Senior Project Scientist	\$165
Environmental Services Manager	\$145
Environmental Scientist I to V	\$95-135
Environmental Intern	\$45
<b>Landscape Architecture</b>	
Senior Landscape Architect	\$170
Landscape Architect I to V	\$105-145
Landscape Designer	\$100
<b>Erosion Control</b>	
Senior Erosion and Sediment Control Specialist	\$165
Erosion and Sediment Control Specialist	\$95
<b>Subsurface Drainage Services</b>	
Subsurface Drainage Services Manager	\$120
<b>Design Support</b>	
CAD Technician	\$100
GIS Specialist	\$100
<b>Administration</b>	
Senior Administrator	\$110
Accounting/Marketing Administrator	\$75
Administrative Assistant	\$70
<b>Expert Testimony</b>	
Rates to be determined on per-project basis	

**Reimbursable Expense**

Reimbursable expenses shall be reimbursed at cost plus an 8% administrative service charge. Such expenses shall include, but are not necessarily limited to travel, reproduction, shipping/delivery, aerial photographs, phone and other communication charges, consultants and subcontractor fees, equipment and supply costs related to the execution of the project. Fixed reimbursable expense costs are as follows:

Travel	\$ .65/mile
Copies	\$ .20/page
Software/Digital Resource Charge	\$100.00/project
ATV Usage	\$ 40.00/hour
ATV Discing, Herbicide, Spraying, Mowing	\$ 45.00/hour
Boat Usage	\$ 75.00/hour
Chain Saw Usage	\$ 20.00/hour
Additional Plotting, B & W	\$ .90/sq. ft.
Additional Plotting, Color	\$ 2.75/sq. ft.
Additional Plotting, Mylar	\$ 4.50/sq. ft.
Flow Meter	\$ 50.00/day
GPS Rover	\$350.00/day
Total Station/GPS Equipment	\$100.00/day
Unmanned Aerial Reconnaissance	Per Project

**Insurance**

Throughout the duration of the project, Hey will procure and maintain the following insurance:

<b>Liability</b>	<b>Limits of Liability</b>
Workers' Compensation and Employer's Liability	\$ 500,000 each incident
Commercial General Liability	\$ 2,000,000
Professional Liability	\$ 2,000,000
Automobile Liability	\$ 1,000,000

Within the limits of this insurance, Hey agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of employees, agents, or subcontractors of Hey.

Client will limit any and all liability, claim for damages, losses, cost of defense, or expenses to be levied against Hey on account of any design defect, error, omission, or professional negligence to a sum not to exceed the amount of Hey's fee under this agreement. Should the Client require other types of insurance coverage, limits in excess of the above limits, and/or certificates naming any other(s) than the Client as additional insured parties, Hey's cost of obtaining such coverage, limits, or certificates shall be reimbursable by the Client.

### **Billing**

Billings shall be on a monthly basis and are payable upon receipt. An additional charge of 1½ percent per month (18% per annum) shall be applied to any balance unpaid more than 30 days beyond date of invoice. Client shall pay any attorney's fees, court costs or other expenses incurred collecting delinquent accounts.

Hey and Associates Inc. (Hey), with seven (7) days written notice, reserves the right to suspend or terminate work under this agreement on any account that is past due. The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing, zoning, permit approval by governmental or regulatory agencies, or upon the Client's successful completion of the project. The rates presented herein are effective for the period January 1, 2022 through December 31, 2022.

### **Limitation of Costs**

Hey will not be obligated to continue performance or incur costs beyond the estimated costs unless the Client agrees in writing to a revised cost estimate.

### **Client's Responsibilities**

Client shall arrange for access to and make all provisions for Hey to enter upon private and public property as required for Hey to perform services under this Agreement. Client shall provide Hey with all existing available information regarding this project as required. Hey shall be entitled to rely upon information and documentation provided by the Client or consultants retained by the Client in relation to this project, however Hey assumes no responsibility or liability for their completeness or accuracy.

### **Cost Opinions**

Any cost opinions or project economic evaluations provided by Hey will be on the basis of experience and judgment, but, because Hey has no control over market conditions or bidding procedures, we cannot warrant that bids, construction cost, or project economics will not vary from these opinions.

### **Standard of Care**

The standard of care for all services performed by Hey under the agreement will be the care and skill ordinarily used by members of Hey's profession practicing under similar circumstances at the same time and in the same locality. Hey makes no warranties, express or implied, under this Agreement or otherwise, in connection with Hey's services.

### **Means & Methods**

Hey will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the subject project(s).

### **Mutual Indemnification**

Subject to the foregoing provisions, Hey agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, employees and agents from and against any liabilities, damages and costs (including reasonable attorneys' fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of Services under this Agreement, by the negligent acts, errors or omissions of Hey or anyone for whom Hey is legally responsible, subject to any limitations of liability contained in this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Hey, its officers, directors, employees and agents from any liabilities, damages and costs (including reasonable attorney's fees and costs of defense) to the extent caused by the negligent acts, errors or omissions of the Client, the Client's contractors, consultants or anyone for whom Client is legally liable.

### **Copyright Indemnification**

To the fullest extent permitted by law, Client shall indemnify and hold harmless Hey from and against any and all costs, losses and damages (including but not limited to all attorney fees and charges, all court or arbitration or other dispute resolution costs, and any time spent by Hey in defense of any such claims) resulting from any claims brought against Hey alleging copyright, trademark, or patent infringement or any other cause of action or regulatory decision resulting from Hey's use of, or reliance on, the design, plans and specifications provided by the Client for the Project. This provision shall survive the completion of the services provided under this Agreement.

### **Consequential Damages**

To the fullest extent permitted by law, Client and Hey waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

### **Termination**

Either party may terminate this Agreement upon not less than seven (7) days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the terminating party. Hey may terminate this Agreement for its convenience and without cause by providing not less than seven (7) days written notice. If Client terminates this Agreement for its convenience and without cause, Client agrees to compensate Hey for services performed prior to the termination, together with Reimbursable Expenses incurred and costs attributable to termination, including the costs attributable to Hey's termination of consultant agreements and authorized Additional Services.

### **Dispute Resolution**

Client and Hey agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. If such mediation is unsuccessful in resolving a Dispute, then such Dispute shall be resolved by a court of competent jurisdiction.

**EXHIBIT B  
STANDARD BILLING RATES**

**PROFESSIONAL ENGINEERING SERVICES FOR THE VILLAGE OF HOMER GLEN  
FIDDYMENT CREEK SANITARY SEWER – CEDAR ROAD EXTENSION**

**2022 STANDARD BILLING RATES:**  
Effective January 1, 2022

CLASSIFICATION	RATE
Principal Engineer 1	\$208.00
Senior Project Manager 1 / 2	\$183.00 / \$197.00
Senior Structural Engineer	\$193.00
Senior Engineer 1 / 2 / 3	\$166.00 / \$176.00 / \$181.00
Project Engineer 1 / 2 / 3 / 4	\$124.00 / \$134.00 / \$144.00 / \$154.00
Project Manager 1 / 2 / 3	\$134.00 / \$144.00 / \$154.00
Chief Land Surveyor	\$166.00
Land Surveyor 1 / 2 / 3	\$121.00 / \$138.00 / \$149.00
Surveying Technologist 1/ 2	\$107.00 / \$121.00
Senior Planner	\$145.00
Planner	\$132.00
Grant Writer 1 / 2	\$93.00 / \$114.00
Project Developer 1 / 2 / 3	\$107.00 / \$143.00 / \$167.00
GIS Coordinator	\$161.00
GIS Developer	\$131.00
GIS Technologist	\$105.00
CAD Manager	\$150.00
CAD Designer	\$132.00
CAD Technologist 1 / 2	\$99.00 / \$114.00
Resident Engineer 1 / 2 / 3	\$129.00 / \$143.00 / \$156.00
Resident Engineering Rep 1 / 2 / 3	\$129.00 / \$134.00 / \$140.00
Field Superintendent	\$170.00
Assistant Field Superintendent	\$155.00
Field Crew Chief	\$125.00
Field Crew Member 1 / 2	\$78.00 / \$95.00
Operations Manager	\$144.00
Operations Coordinator	\$102.00
Operator 1 / 2 / 3	\$87.00 / \$92.00 / \$98.00
IT Coordinator	\$143.00
IT Technologist	\$107.00
Administrative 1 / 2	\$79.00 / \$90.00
Project Administration	\$107.00
Intern	\$53.00

Rates are subject to revision on or after 1/1/2023  
Reimbursable Expenses at a factor of 1.10 / Sub-Consultant Fee Markup at 10%

**EXHIBIT C1  
ROBINSON ENGINEERING LTD.  
CERTIFICATE OF LIABILITY INSURANCE**

**PROFESSIONAL ENGINEERING SERVICES FOR THE VILLAGE OF HOMER GLEN  
FIDDYMENT CREEK SANITARY SEWER – CEDAR ROAD EXTENSION**



POLICY NUMBER: BA0000004885BU

COMMERCIAL AUTO  
CA-7200  
(Ed. 2-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM

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

SPECIMEN

Schedule

The premium for this endorsement is \$ 667

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

### SUMMARY OF COVERAGES

- I. Sections II and I – Liability Coverage
  - A. Broad Form Insured
  - B. Employees as Insureds
  - C. Liability Coverage Extensions – Supplementary Payments
  - D. Prejudgment Interest Coverage
  - E. Amendment of Fellow Employee Liability Exclusion
  - F. Additional Insured by Contract, Permit or Agreement
- II. Sections III and I – Physical Damage Coverage
  - A. Hired Car Physical Damage
  - B. Physical Damage Coverage Extensions
    - a. Transportation Expenses
    - b. Loss of Use Expenses
    - c. Extra Expense
    - d. Personal Effects Coverage
  - C. Accidental Discharge of Airbag
  - D. Lease/Loan Gap Coverage
  - E. Deductible Amendments
  - F. Towing and Labor
  - G. Rental Reimbursement
- III. Section IV – Conditions
  - A. Notice of and Knowledge of Occurrence
  - B. Unintentional Failure to Disclose Hazards
  - C. Hired Car – Coverage Territory
  - D. Waiver of Subrogation
- IV. Section V – Definitions
  - A. Mental Anguish
  - B. Additional Definitions
- V. Cancellation Conditions

**I. SECTION II – LIABILITY COVERAGE** is amended as follows:

**A. BROAD FORM INSURED**

Paragraph A.1. of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** of the **BUSINESS AUTO COVERAGE FORM** and paragraph D.2. of **SECTION I – COVERED AUTOS COVERAGES** of the **AUTO DEALERS COVERAGE FORM**, under **Who Is An Insured**, are amended as follows:

1. For covered "autos", the Named Insured shown in the Declarations is amended to include:
  - a. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limits of Insurance.
  - b. Any organization that is newly acquired or formed by you during the policy period and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
    - (1) That is a joint venture or partnership,
    - (2) That is an "insured" under any other automobile policy,
    - (3) That has exhausted its Limits of Insurance under any other automobile policy, or
    - (4) That has been acquired or formed by you for more than 180 days unless you have given us written notice of the acquisition or formation by the end of such 180 day period or the end of the policy period, whichever occurs first.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization, or an "accident" that occurs before or after the end of the policy period.

**B. EMPLOYEES AS INSUREDS**

The following is added to paragraph A.1. **Who Is An Insured** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** of the **BUSINESS AUTO COVERAGE FORM** and paragraph D.2. **Who Is An Insured** of **SECTION I – COVERED AUTOS COVERAGES** of the **AUTO DEALERS COVERAGE FORM**:

Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**C. LIABILITY COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS**

**Supplementary Payments (2) and (4)** under paragraphs A.2.a of the **BUSINESS AUTO COVERAGE FORM** and D.3.a. of the **AUTO DEALERS COVERAGE FORM**, are replaced by the following:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings, up to \$500 a day because of time off from work.

**D. PREJUDGMENT INTEREST COVERAGE**

The following paragraph is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, Supplementary Payments** under item A.2.a. of the **BUSINESS AUTO COVERAGE FORM** and to **SECTION I – COVERED AUTOS COVERAGES** under item D.3.a. of the **AUTO DEALERS COVERAGE FORM**:

- (7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

**E. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION**

Paragraph B.5. **Exclusions – Fellow Employee** of the **BUSINESS AUTO COVERAGE FORM** and Paragraph D.4.e. **Exclusions – Fellow Employee** of the **AUTO DEALERS COVERAGE FORM** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. The insurance provided under this provision is excess over any other collectible insurance.

## F. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE of the BUSINESS AUTO COVERAGE FORM and D.2 of SECTION I – COVERED AUTOS COVERAGES of the AUTO DEALERS COVERAGE FORM:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a “bodily injury” or “property damage” occurrence is an “insured” for liability coverage. However, with respect to covered “autos”, such person or organization is an insured only to the extent that person or organization qualifies as an “insured” under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE of the BUSINESS AUTO COVERAGE FORM or D.2. of SECTION I – COVERED AUTOS COVERAGES of the AUTO DEALERS COVERAGE FORM.

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured’s coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

## II. SECTION III – PHYSICAL DAMAGE COVERAGE of the BUSINESS AUTO COVERAGE FORM and Paragraph F. Physical Damage Coverage of SECTION I – COVERED AUTOS COVERAGES of the AUTO DEALERS COVERAGE FORM are amended by adding the following:

### A. HIRED CAR PHYSICAL DAMAGE

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss or Collision Coverages are provided under this Coverage Form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire, subject to the following limit and applicable deductible:

The most we will pay for any one “accident” or “loss” to any hired “auto” is the lesser of:

1. the actual cash value of the hired “auto”. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total “loss”;
2. the cost to restore the hired “auto” to its “pre-accident physical condition”; or
3. \$50,000.

If a repair or replacement part restores the hired “auto” to better than its “pre-accident physical condition” we will not pay for the amount of the “betterment”.

The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. No deductible applies to “loss” caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

### B. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Paragraph A.4. Coverage Extensions under SECTION III – PHYSICAL DAMAGE COVERAGE of the BUSINESS AUTO COVERAGE FORM and paragraph 2. Coverage Extension – Loss of Use Expenses of F. Physical Damage Coverage under SECTION I – COVERED AUTOS COVERAGES of the AUTO DEALERS COVERAGE FORM is replaced by the following:

#### Coverage Extensions

##### a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,500 for temporary expense incurred by you because of the total theft of a covered “auto”. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy’s expiration, when the covered “auto” is returned to use or we pay for its “loss”.

##### b. Loss of Use Expenses

For Hired Auto, Physical Damage, we will pay expenses for which an “insured” becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered “auto”;
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered “auto”; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered “auto.”

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

**c. Extra Expense**

We will also pay for the expense of returning a stolen covered "auto" to you.

**d. Personal Effects Coverage**

We will pay up to \$500 for "loss" to wearing apparel and other personal effects which are:

- (1) owned by an "insured"; and
- (2) in or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto." No deductible applies to this coverage.

**C. ACCIDENTAL DISCHARGE OF AIRBAG**

The following is added to paragraph B. Exclusions of SECTION III – PHYSICAL DAMAGE COVERAGE of the BUSINESS AUTO COVERAGE FORM and paragraph F.3. Exclusions of SECTION I – COVERED AUTOS COVERAGES of the AUTO DEALERS COVERAGE FORM:

However, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**D. LEASE/LOAN GAP COVERAGE**

If a long term leased or financed "auto" is a covered "auto", we will pay, in the event of a total "loss", your additional legal obligation to the lessor or financial institution for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease or loan.

"Outstanding balance" means the amount you owe on the lease or loan at the time of "loss" less any amounts:

1. representing taxes;
2. overdue payments;
3. penalties, interest or charges resulting from overdue payments;
4. additional mileage charges;
5. excess wear and tear charges;
6. lease termination fees;
7. security deposits not refunded by the lessor or financial institution;
8. costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
9. carry-over balances from previous loans or leases;
10. final payment due under a "balloon loan";
11. the dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto"; and
12. any refunds payable or paid to you as a result of the early termination of a lease or loan agreement or as a result of the early termination of any warranty or extended agreement on a covered "auto."

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

"Balloon loan" is a loan with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

**E. DEDUCTIBLE AMENDMENTS**

The following are added to paragraph D. Deductible of SECTION III – PHYSICAL DAMAGE COVERAGE of the BUSINESS AUTO COVERAGE FORM:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

**F. TOWING AND LABOR**

We will pay up to the following limits for towing and labor costs incurred each time a covered "auto" of the private passenger type or light truck is disabled:

1. \$100 for a covered "auto" rated and classified as a private passenger type vehicle.
2. \$150 for a covered "auto" rated and classified as a light truck type. For the purpose of this coverage light trucks are defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacture as the maximum loaded weight the auto is designed to carry.

However, the labor must be performed at the place of disablement.

**G. RENTAL REIMBURSEMENT**

**SECTION III – PHYSICAL DAMAGE COVERAGE** Item A. Coverage of the BUSINESS AUTO COVERAGE FORM or **SECTION I – COVERED AUTOS COVERAGES** item F.1. Coverage of the AUTO DEALERS COVERAGE FORM is amended by adding the following:

This coverage applies only to a covered "auto" rated and classified as a private passenger or light truck type as follows:

1. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto". We will pay only for those covered "autos" for which you carry comprehensive and collision coverage. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a. The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type "auto" and return it to you; or
  - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred, or
  - b. \$50 per day, up to a maximum of \$1,500.
4. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
5. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** of the BUSINESS AUTO COVERAGE FORM.

For purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacture as the maximum loaded weight the auto is designed to carry.

**III. SECTION IV – BUSINESS AUTO CONDITIONS** of the BUSINESS AUTO COVERAGE FORM and **SECTION IV – CONDITIONS** of the AUTO DEALERS COVERAGE FORM are amended as follows:

**A. NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

1. Your obligation in paragraph A.2.a., **Loss Conditions – Duties in the Event of Accident, Claim, Suit or Loss** of the BUSINESS AUTO COVERAGE FORM and A.2.a., **Duties in the Event of Accident, Claim, Offense, Suit, Loss or Acts, Errors or Omissions** of the AUTO DEALERS COVERAGE FORM, relative to notification requirements applies only when the "accident" or "loss" is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership;
  - c. A member, if you are a Limited Liability Company; or
  - d. An executive officer or insurance manager, if you are a corporation.

2. Your obligation in paragraph A.2.b., **Loss Conditions – Duties in the Event of Accident, Claim, Suit or Loss** of the BUSINESS AUTO COVERAGE FORM and A.2.b., **Duties in the Event of Accident, Claim, Offense, Suit, Loss or Acts, Errors or Omissions** of the AUTO DEALERS COVERAGE FORM relative to providing us with documents concerning a claim or “suit” will not be considered breached unless the breach occurs after such claim or “suit” is known to:
- a. You, if you are an individual;
  - b. A partner, if you are a partnership;
  - c. A member, if you are a Limited Liability Company; or
  - d. An executive officer or insurance manager, if you are a corporation.

#### **B. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

The following is added to paragraph B.2. **General Conditions – Concealment, Misrepresentation or Fraud** in both the BUSINESS AUTO COVERAGE FORM and the AUTO DEALERS COVERAGE FORM:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **C. HIRED CAR – COVERAGE TERRITORY**

Item b.(5) of the BUSINESS AUTO COVERAGE FORM and Item c.(5)(a) of the AUTO DEALERS COVERAGE FORM of paragraph B.7. **General Conditions – Policy Period, Coverage Territory** is replaced by the following:

**Anywhere in the world if a covered “auto” is leased, hired, rented or borrowed without a driver for a period of 30 days or less;**

#### **D. WAIVER OF SUBROGATION**

**Transfer of Rights of Recovery Against Others To Us** under items A.5. **Loss Conditions** of the BUSINESS AUTO COVERAGE FORM and AUTO DEALERS COVERAGE FORM is amended by adding the following:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract or agreement executed prior to any “accident” because of payments we make for damages under this coverage form.

### **IV. SECTION V – DEFINITIONS** of the BUSINESS AUTO COVERAGE FORM and **SECTION V – DEFINITIONS** of the AUTO DEALERS COVERAGE FORM are amended as follows:

#### **A. MENTAL ANGUISH**

The definition of “bodily injury” in the DEFINITIONS section is replaced by the following:

“Bodily Injury” means bodily injury, sickness or disease sustained by any person, including mental anguish and death resulting from any of these.

#### **B. ADDITIONAL DEFINITIONS**

The following definitions are added:

“Betterment” means the amount of increase to the pre-damaged or pre-loss cash value of an “auto” attributed to the use of replacement parts which are of a type that are normally subject to repair and replacement during the useful life of an “auto” including but not limited to tires and batteries.

“Pre-accident physical condition” means the operational safety, function and appearance of the “auto” immediately prior to when the damage in question was sustained.

### **V. CANCELLATION CONDITIONS**

Paragraph A.2. of the **COMMON POLICY CONDITION – CANCELLATION** applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GENERAL LIABILITY ENHANCEMENT PLUS ENDORSEMENT – ILLINOIS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is a summary of the additional coverages and Limits of Insurance provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page Number
Advertising Injury Redefined	Included	2
Blanket Additional Insured – Automatic Status When Required in Agreement With You	Included	2
Blanket Additional Insured – Broad Form Vendors	Included	3
Blanket Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	3
Blanket Additional Insured – Managers or Lessors of Premises	Included	4
Blanket Additional Insured – Permits	Included	5
“Borrowed Equipment” Property Damage Liability	Included	5
Damage to Premises Rented to You	\$500,000	6
Elevator Property Damage Liability	\$5,000 per occurrence/\$10,000 annual aggregate	6
Expected and Intended Injury	Included	6
Incidental Medical Malpractice Liability	Included	6
Insured Contract definition amended	Included	7
Knowledge and Notice of Occurrence or Offense	Included	7
Liberalization	Included	7
Medical Payments	\$15,000	8
Mental Anguish – Bodily Injury Redefined	Included	8
Mobile Equipment Redefined	Included	8
Newly Formed or Acquired Organizations	180 days	8
Non-Duplication of Benefits	Included	8
Non-Owned Aircraft	Included	8
Non-Owned Watercraft	Less than 51 feet	8
Personal Injury – Broad Form	Included	8
Supplementary Payments	\$5,000 bail bonds, \$500 per day expenses	9
Unintentional Failure to Disclose Hazards	Included	9
Voluntary Property Damage	\$25,000 per occurrence/\$50,000 annual aggregate	9
Waiver of Transfer of Rights of Recovery Against Others	Included	10

## 1. ADVERTISING INJURY REDEFINED

Paragraphs 14.d. and e. of **Section V – Definitions** are amended by the following:

Personal and advertising injury means injury including consequential “bodily injury” arising out of one or more of the following offenses:

- d. Oral, written, televised or videotaped publication in any manner of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
- e. Oral, written, televised or videotaped publication in any manner of material that violates a person’s right to privacy;

Paragraphs b. and c. of **2. Exclusions under Coverage B – Personal and Advertising Injury Liability** are replaced by the following:

- b. “Personal and advertising injury” arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- c. “Personal and advertising injury” arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period;

## 2. BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN AGREEMENT WITH YOU

**A. Section II – Who Is An Insured** is amended to include as an insured any person or organization for whom “you” are performing operations, only as specified under a written contract or agreement that requires 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 caused, in whole or in part, by the acts or omissions of the “Named Insured” in the performance of the “Named Insured’s” ongoing operations for the additional insured but only as specified under the written contract or agreement. A person’s or organization’s status as an insured under this endorsement ends the earlier of when “your” on-going operations for that insured are completed or when “you” no longer are contractually required to include such person or organization as an additional insured under “your” policy.

**B.** The insurance provided to an additional insured by this Blanket Additional Insured – Automatic Status When Required In Agreement With You coverage is limited as follows:

- 1. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the “Named Insured” to which the additional insured is entitled to be indemnified by the “Named Insured” pursuant to the written contract or agreement referenced in Paragraph A. above and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the “Named Insured” for the claim of the third party.
- 2. The limits of insurance are those set forth in the policy and Declarations or those specified in the written contract, lease, sublease or agreement referenced in Paragraph A. above, whichever is less.

**C.** With respect to the insurance afforded to additional insured, the following exclusions are added:

### 2. Exclusions

- a. This insurance does not apply if the written contract or agreement referenced in Paragraph A. above was not executed by the “Named Insured” prior to the “occurrence” giving rise to the additional insured’s potential liability.
- b. This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.

### D. Other Insurance

- 1. If specifically required by the written contract or agreement referenced in Paragraph A. above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract or agreement does not require this coverage to be primary and the additional insured’s coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
- 2. Even if the requirements of paragraph D.1. are met establishing this coverage as primary and the additional insured’s coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

### E. Definitions

Solely for purposes of the insurance afforded to an additional insured by this additional insured coverage:

“Named Insured” is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

“You” or “your” means a “Named Insured” as defined above.

### 3. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

**Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) which or who is or are a vendor of “your products” with whom you agreed under a written contract or agreement to add as an additional insured to your policy, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business, subject to the following additional exclusions:

- a. The insurance afforded the vendor does not apply to:
  - (1) “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. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (2) Any express warranty unauthorized by you;
  - (3) Any physical or chemical change in the product made intentionally by the vendor;
  - (4) Repackaging, except when 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;
  - (5) 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 distribution or sale of the products;
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;
  - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (8) “Bodily injury” or “property damage” arising out of the negligent acts or omissions, including but not limited to the failure to warn, of the vendor or its employees or anyone else acting on its behalf unless such “bodily injury” or “property damage” was caused in whole or in part by you or any person or organization acting on your behalf. However, this exclusion does not apply to:
    - a. The exceptions contained in Subparagraphs (4) or (6); or
    - b. Such inspections, adjustments, tests or servicing as the vendor has agreed with you to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  - (9) “Bodily injury” or “property damage” that occurs before the execution by all parties of the contract or agreement referred to above.
- b. The insurance provided to such additional insured vendor by this coverage is further limited as follows:
  - (1) The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury” or “property damage” to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Broad Form Vendors coverage.
  - (2) The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above, whichever is less.
- c. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. Other Insurance
  - (1) If specifically required by the written contract or agreement referenced above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If a written contract does not require this coverage to be primary and the additional insured’s coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
  - (2) Even if the requirements of paragraph d. (1) are met establishing this coverage as primary and the additional insured’s coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

### 4. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment pursuant to a written contract or agreement that requires that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person’s or organization’s status as an additional insured under this coverage ends the earlier of when their contract or agreement with you pertaining to such leased equipment ends or the end of the policy period.

- B. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place or begins before the first effective date of the equipment lease or which takes place or begins after the equipment lease expires.
- C. With respect to the insurance afforded to an additional insured, the following additional exclusion applies:  
This insurance does not apply to "bodily injury", "property damage" or "personal or advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.
- D. The insurance provided to such lessor of leased equipment additional insured by this Blanket Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You coverage is further limited as follows:
1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You endorsement.
  2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced in Section A. above, whichever is less.
- E. Other Insurance
1. If specifically required by the written contract or agreement referenced in Paragraph A. above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
  2. Even if the requirements of paragraph E.1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

## 5. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

- A. **SECTION II – Who Is An Insured** is amended to include as an insured any manager or lessor of premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you pursuant to a "written contract" that requires that such manager or lessor be added as an additional insured on your policy.
- B. This insurance for such manager or lessor additional insured does not apply to:
1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
  2. Structural alterations, new construction or demolition operations performed by or for the additional insured.
  3. Any "occurrence" giving rise to the additional insured's potential liability which begins before "the written contract" is executed by all parties to the "written contract".
  4. Liability of an additional insured for "bodily injury", "property damage" and "personal and advertising injury" unless such "bodily injury", "property damage" and "personal and advertising injury" is caused, in whole or in part, by acts or omissions of the Named Insured or those acting on behalf of the Named Insured.
  5. The additional insured's obligation to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.
- C. The insurance provided to such manager and lessor additional insured by this Blanket Additional Insured – Managers Or Lessors Of Premises coverage is further limited as follows:
1. The manager or lessor insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Managers Or Lessors Of Premises coverage.
  2. The limits of insurance are those set forth in the policy Declarations or those specified in the "written contract", whichever is less.
- D. For the purpose of this coverage only, the term "written contract" means a written contract or agreement between you and the additional insured which specifies the terms and conditions governing your lease of the premises and which requires that such person or organization be added as an additional insured on your policy.

**E. Other Insurance**

1. If specifically required by the "written contract", any coverage provided by this additional insured coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph E.1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

**6. BLANKET ADDITIONAL INSURED – PERMITS**

**A. Section II – Who Is An Insured** is amended to include as an additional insured the federal government or any state or municipality or any political sub-division or governmental agency thereof, when you and such entity, subdivision or agency have agreed in writing in a contract or agreement that such entity, subdivision or agency be added as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you for on-going operations being performed by you or on your behalf for which the federal government or any state or municipality or any political subdivision or governmental agency thereof has issued a permit or authorization.

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

This insurance does not apply to:

1. Any "occurrence" which takes place before the effective date of the permit;
2. Any "occurrence" which takes place after the permit or authorization expires, or the end of the policy period, whichever occurs first;
3. "Bodily injury", "property damage" or "personal and advertising injury" arising out of on-going operations being performed for the federal government, or any state or municipality or any political subdivision or governmental agency;
4. "Bodily injury" or "property damage" included within the "products-completed operations hazard";
5. "Bodily injury", "property damage" or "personal and advertising injury" on account of which the additional insured is obligated to pay damages by reason of the additional insured's assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.

**C. The insurance provided to such additional insured by this Blanket Additional Insured – Permit coverage is further limited as follows:**

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Permits coverage.
2. The limits of insurance are those set forth in the policy Declarations or in the written contract or agreement referenced in paragraph A. above or those specified in the permit or authorization referenced in paragraph A. above, whichever is less.

**D. Other Insurance**

1. If specifically required by the permit or authorization referenced in paragraph A. above or by the written contract or agreement referenced in paragraph A. above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the permit or authorization does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph D.1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

**7. "BORROWED EQUIPMENT" PROPERTY DAMAGE LIABILITY**

Paragraphs (3) and (4) of Exclusion j. of Section I – Coverage A do not apply to "property damage" to "borrowed equipment".

The limit of insurance for "borrowed equipment" coverage provided by this section 7. is \$5,000 for any one "occurrence" and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater.

For purposes of this paragraph, "borrowed equipment" is equipment which is temporarily in your care, custody and control with the consent of the owner and does not include equipment that is leased to you under a lease agreement.

The annual aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless that policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregate limit.

Any and all damages paid under the terms and conditions of this "Borrowed Equipment" Property Damage Liability coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.

The following is added to **Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:**

This "borrowed equipment" insurance is excess over any other valid and collectible property insurance (including any deductible) whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

## 8. DAMAGE TO PREMISES RENTED TO YOU COVERAGE

a. The last paragraph of **Section I – Coverage A** (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to "property damage" to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**. This limit will apply to all damage proximately caused by the same event.

b. The first full paragraph immediately following exclusion j.(6) under j. **Damage to Property of 2. Exclusions under Coverage A of Section I** is deleted in its entirety.

c. Paragraph 6. under **Section III – Limits of Insurance** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, including the contents of such premises, while rented to you or temporarily occupied by you with permission of the owner.

d. The Damage to Premises Rented to You Limit in paragraph 6. of **Section III – Limits of Insurance** is the greater of \$500,000 or the amount shown in the Declarations for the Damage to Premises Rented to You Limit and is the most we will pay, subject to paragraph 5. of **Section III – Limits of Insurance**, under **Coverage A** for damages because of "property damage" to any one premises, including the contents of such premises while rented to you or temporarily occupied by you with permission of the owner.

## 9. ELEVATOR PROPERTY DAMAGE LIABILITY

Paragraph (6) of exclusion j. of **Section I – Coverage A** does not apply to the use of elevators.

The limit of insurance for Elevators Coverage provided by this section 9 is \$5,000 any one occurrence and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater.

The aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless that policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregate limit.

The following is added to **Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:**

This Elevator property damage liability insurance is excess over any other valid and collectible property insurance (including any deductible) whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

## 10. EXPECTED OR INTENDED INJURY

Exclusion a. of **Section I – Coverage A** is replaced by the following:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

## 11. INCIDENTAL MEDICAL MALPRACTICE LIABILITY

a. Paragraph 2.a.(1)d. of **Section II – Who Is An Insured** does not apply to nurses, emergency medical technicians or paramedics employed by you arising out of his or her providing or failing to provide professional health care services, but only if such healthcare services are within the scope of their employment by you or are related to or arise out of the conduct of your business.

b. This coverage does not apply if you are engaged in the business or occupation of providing professional health care services.

## 12.INSURED CONTRACT

Paragraph 9. of Section V – Definitions is replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises, or the contents thereof, while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

## 13.KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

A. The requirement in Section IV CONDITIONS, Paragraph 2.a. Duties in the Event of Occurrence, Offense, Claim or Suit that you must see to it that we are notified of an "occurrence" or offense will not be considered breached unless the breach occurs after the "occurrence" or offense is known to:

1. You, or your spouse, if you are an individual;
2. You, an "executive officer", director, or stockholder, if you are a corporation;
3. A partner, member, or their spouses if you are a partnership or joint venture;
4. You, a member, or your managers, if you are a limited liability company;
5. You, or a trustee, if you are a trust;
6. An "employee" who is either designated by you to give such notice of an "occurrence" or offense (such as an insurance, loss control or risk manager or administrator) or a manager or supervisor responsible for the operation or oversight of a department, crew, business unit or division.

B. The requirement in Section IV CONDITIONS, Paragraph 2.b. Duties in the Event of Occurrence, Offense, Claim or Suit that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, or your spouse, if you are an individual;
2. You, an "executive officer", director, or stockholder, if you are a corporation;
3. A partner, member, or their spouses if you are a partnership or joint venture;
4. You, a member, or your managers, if you are a limited liability company;
5. You, or a trustee, if you are a trust;
6. An "employee" who is either designated by you to give such notice of an "occurrence" or offense (such as an insurance, loss control or risk manager or administrator) or a manager or supervisor responsible for the operation or oversight of a department, crew, business unit or division.

C. Knowledge by any other "employee" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge unless and until such time as any person listed in A. or B. above would reasonably be expected to have obtained knowledge of such "occurrence", offense, claim or "suit" through the exercise of reasonable diligence.

## 14.LIBERALIZATION

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**15.MEDICAL PAYMENTS**

If **Coverage C – Medical Payments Coverage** is not otherwise excluded from the Commercial General Liability Coverage Form, the Medical Expense Limit is changed, subject to all the terms of **Section III – Limits of Insurance**, to the greater of:

- a. \$15,000; or
- b. The Medical Expense limit shown in the declarations of the Commercial General Liability Coverage Form.

**16.MENTAL ANGUISH – BODILY INJURY REDEFINED**

The definition of “bodily injury” in **Section V – Definitions** is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

**17.MOBILE EQUIPMENT REDEFINED**

Under **Section V – Definitions**, Item 12, Paragraph f.(1)(a), (b) and (c) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

**18.NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

- a. In paragraph 3.a. of **Section II – Who Is An Insured**, 90th day is changed to 180th day.
- b. This provision does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Commercial General Liability Coverage Form or by any applicable endorsement.

**19.NON-DUPLICATION OF BENEFITS**

No one will be entitled to receive duplicate payments for the same elements of loss under any of the coverages provided by the Commercial General Liability Coverage form, this endorsement, or any other applicable endorsement.

**20.NON-OWNED AIRCRAFT**

Exclusion g. of **Section I – Coverage A** does not apply to an aircraft provided:

- (a) It is hired, chartered or loaned with a paid crew;
- (b) It is not owned by an insured;
- (c) The pilot in command holds a currently effective license for the particular aircraft being flown, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial airline pilot; and
- (d) It is not being used by the insured to carry persons or property for a charge.

The following is added to **Section IV, Condition 4. Other Insurance**, paragraph b. **Excess Insurance**:

This Non-owned Aircraft insurance is excess over any other valid and collectible property insurance whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

**21.NON-OWNED WATERCRAFT**

Paragraph (2) of Exclusion g. of **Section I – Coverage A** is deleted and replaced with the following:

- (2) A watercraft you do not own that is:
  - a. Less than 51 feet long; and
  - b. Not being used by the insured to carry persons or property for a charge.

**22.PERSONAL INJURY – BROAD FORM**

- a. Paragraph 14.b. of **Section V – Definitions** is replaced by the following:
  - b. Malicious prosecution or abuse of process;
- b. Definition 14 of **Section V – Definitions** is amended by the addition of the following:
  - h. Wrongful discrimination or humiliation that results in injury to the feeling or reputation of a natural person, but only if such discrimination or humiliation is:
    - (1) Not the result of acts or omissions of:
      - (a) The insured;
      - (b) Any executive officer, director, stockholder, partner or member of the insured; or
      - (c) Anyone acting at the direction of anyone listed in (a) and (b) above done with the intent or the reasonable expectation that such acts or omissions will result in wrongful discrimination or humiliation to another person; and
    - (2) Not directly or indirectly related to employment related practices, or the prospective employment or termination of employment or demotion of any person or person(s) by an insured.

- c. Paragraphs a. and b. above do not apply if **Coverage B Personal and Advertising Injury Liability** is excluded either by the provision of the Commercial General Liability Coverage form or by endorsement.

### 23.SUPPLEMENTARY PAYMENTS

Paragraphs b. and d. of Supplementary Payments – **Section I Coverage A and B** are replaced by the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the “bodily injury” coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

### 24.UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added under paragraph 6. of **Section IV – CONDITIONS**:

- d. Your failure to disclose all hazards existing as of the inception date of the policy shall not in itself prejudice the coverage otherwise afforded by this policy, provided such failure to disclose all hazards is not intentional.

### 25.VOLUNTARY PROPERTY DAMAGE

#### A. INSURING AGREEMENT

Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, we will pay, at your request, without regard to liability, for “property damage” to the property of others provided:

1. Such “property damage” occurs while such property is in your care, custody or control, or property of others over which you are, for any purpose, exercising physical control; and
2. Such “property damage” arises out of “your work” away from premises owned by, rented to, or occupied by you.

#### B. ADDITIONAL CONDITIONS

The insurance afforded by paragraph A. **INSURING AGREEMENT** of this endorsement is subject to the following additional terms and conditions:

1. Subject to a \$50,000 Annual Aggregate, the most we will pay for Voluntary Property Damage because of “property damage”, to which the coverage provided by this Voluntary Property Damage coverage applies, arising out of any one “occurrence” is a \$25,000 “Occurrence” Limit regardless of the number of:
  - a. Insureds;
  - b. Claims made or “suits” brought; or
  - c. Persons or organizations making claims or bringing “suits”.

The “Occurrence” Limit is included within and is not in addition to the Each Occurrence Limit applicable to **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**.

2. The Annual Aggregate of this Voluntary Property Damage coverage is the most we will pay for all “property damage” to which the Voluntary Property Damage coverage provided by this endorsement applies.
3. The Annual Aggregate applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Annual Aggregate.
4. Any and all damages paid under the terms and conditions of this Voluntary Property Damage coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
5. Our obligation under this endorsement to pay damages on your behalf applies only to the amount of damages in excess of \$500. The deductible amount applies to all damages because of “property damage” as the result of any one “occurrence” regardless of the number of persons or organizations who sustain damages because of that “occurrence”.
  - a. The terms of this insurance, including those with respect to:
    - (1) Our right and duty to defend any “suits” seeking those damages; and
    - (2) Your duties in the event of any “occurrence”, claim or “suit”;
 apply irrespective of the application of the deductible amount.
  - b. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

6. Settlement – In the event of loss covered by this Voluntary Property Damage coverage, you shall, if requested by us, replace the property or furnish the labor and materials necessary for the repairs thereto at actual cost to you, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become our property. Payment hereunder shall not constitute an admission of your liability or, except as stated herein, of ours.
7. The insurance provided by this coverage is excess over any valid and collectible property insurance (except the deductible portion thereof) available to the insured, such as, but not limited to, Building coverage, Personal Property coverage, Builder's Risk coverage, Installation Risk coverage, or similar coverage. The Other Insurance Condition of your policy is amended accordingly.

### C. EXCLUSIONS

Solely for the purposes of the insurance afforded by this endorsement, Paragraph 2. **EXCLUSIONS of SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended as follows:

1. Subparagraphs (3), (4) and (5) of Exclusion j. Damage to Property do not apply to the extent that coverage is provided by Paragraph A. **INSURING AGREEMENT** of this coverage.
2. The following exclusions are added:
 

The insurance provided by this coverage does not apply to "property damage":

  - a. To personal property held by you for servicing, repair, storage or sale at premises owned by, rented to or occupied by you.
  - b. To any property if the work out of which the damage arises was performed on your behalf by a subcontractor.
  - c. To property owned by, or rented by, an insured or any "employee" of the insured.
  - d. To property that is money and securities.
  - e. Included within the "explosion hazard", the "collapse hazard", or the "underground property damage hazard", unless such coverage is provided by the policy to which this endorsement is attached.

All other Exclusions, Terms and Conditions of the Policy to which this Voluntary Property Damage coverage is attached continue to apply.

### D. DEFINITIONS

The following additional definitions apply:

"Explosion hazard" includes property damage arising out of blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

"Collapse hazard" includes "structural property damage" and any resulting "property damage" to any other property at any time.

"Structural property damage" means the collapse of or structural injury to any building or structure due to:

- (a) grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or
- (b) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.

"Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.

"Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by or occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving.

### 26. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

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 any person or organization for whom 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 agreement.

This provision does not apply to any written contact formed or executed after performance has begun.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**

(Ed. 4-84)

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

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.

**SPECIMEN**

Schedule

Name of Person: Blanket

Organization Name: Blanket

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 01/01/2022  
Insured Robinson Engineering LTD

Policy No. WC0000004886BU Endorsement No.  
Premium Included

Insurance Company  
Harleysville Worcester Insurance Company

Countersigned by \_\_\_\_\_

**WC 00 03 13**  
(Ed. 4-84)

**EXHIBIT C2  
GEOCON PROFESSIONAL SERVICES LLC  
CERTIFICATE OF LIABILITY INSURANCE**

**PROFESSIONAL ENGINEERING SERVICES FOR THE VILLAGE OF HOMER GLEN  
FIDDYMENT CREEK SANITARY SEWER – CEDAR ROAD EXTENSION**



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

**DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured: GEOCON PROFESSIONAL SERVICES**

**Endorsement Effective Date: 03-25-20**

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**  
BLANKET AS REQUIRED BY WRITTEN  
CONTRACT

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –  
DESIGNATED PERSON OR ORGANIZATION –  
PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b> Geocon Professional Services <b>Endorsement Effective Date:</b> 03-25-20
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**SCHEDULE**

<b>Name of Person(s) or Organization(s):</b> AS REQ'D BY WRITTEN CONTRACT Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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- A. Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualified as an "insured" under the Who is An Insured provision contained in paragraph A.1. of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the Business Auto and Motor Carrier Coverage Forms and paragraph D.2. of **SECTION I – COVERED AUTOS COVERAGE** of the Auto Dealers Coverage Form.
- B. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:  
  
This Coverage Form's Covered Autos Liability Coverage is primary and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
  - 1. Such "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 such "insured".
- C. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:  
This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
  - 1. Such "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 such "insured".

## BUSINESS AUTO ENHANCEMENT ENDORSEMENT

The Business Auto Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

<b>SUMMARY OF COVERAGES</b>	<b>PAGE</b>
Accidental Airbag Deployment Coverage	4
Auto Loan/Lease Gap Coverage	4
Blanket Additional Insured	2
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	3
Employee Hired Auto	2, 5
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	4
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
• Bail Bonds up to \$5,000	2
• Loss of Earnings up to \$500/Day	2
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	5

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

## **BUSINESS AUTO ENHANCEMENT ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

#### **SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS**

##### **A. Who Is An Insured**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.  
However, “insured” does not include any subsidiary of yours that is an “insured” under any other automobile liability policy, or would be an “insured” under such policy but for termination of such policy or the exhaustion on such policy’s limits of insurance.
- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:
  - (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
  - (2) does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization;
  - (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
  - (4) does not apply to an “insured” under any other automobile liability policy, or would be an “insured” under such a policy but for termination of such policy or the exhaustion of such policy’s limits of insurance.
- f. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

- g. Any “employee” of yours is an “insured” while operating a covered “auto” hired or rented under a contract or agreement in the “employee’s” name, with your permission, while performing duties related to the conduct of your business.

##### **B. Blanket Additional Insured**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c.** is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to be named as an additional insured is an “insured” for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an “insured” under the Who Is An Insured provision contained in Section II.

##### **C. Liability Coverage Extensions – Supplementary Payments**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**D. Fellow Employee Coverage**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee,** the following is added:

<b>Co-Employee</b>	<b>Lawsuit</b>	<b>Defense</b>	<b>Cost</b>
<b>Reimbursement</b>			

If a suit seeking damages for "bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow "employee", is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

**SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS**

**A. Transportation Expense – Limits Amended**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1000 maximum.

**B. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses** is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

**C. Personal Effects Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by adding the following:

**c. Personal Effects**

We will pay up to \$500 for "loss" to personal effects, which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto."

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage

**D. Glass Repair – Deductible Waiver**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles,** is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**E. Hired Auto Physical Damage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage** is amended by adding the following:

**5. Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of like kind and use, subject to the following:

- a. The most we will pay for any one "loss" is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to "loss" caused by fire or lightning;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

## F. Rental Reimbursement

### SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage, is amended by adding the following:

#### 6. Rental Reimbursement

This coverage applies only to a covered "auto" of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto." No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type "auto" and return it to you; or
  - (2) 30 days.
- c. Our payment is limited to the lesser of the following amounts:
  - (1) Necessary and actual expenses incurred, or
  - (2) \$50 per day, up to a maximum of \$1,000.
- d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

## G. Accidental Airbag Deployment Coverage

### SECTION III – PHYSICAL DAMAGE COVERAGE,

A. Coverage is amended by adding the following:

#### 7. Accidental Airbag Deployment Coverage

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

## H. Auto Loan/Lease Gap Coverage

### SECTION III PHYSICAL DAMAGE COVERAGE,

Item A., Coverage, is amended by adding the following:

#### 8. Auto Loan/Lease Gap Coverage

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total "loss" to a covered "auto" described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
  - (1) Overdue lease/loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous loans or leases.

**SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS**

**A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended**

**SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a.** is amended by adding the following:

This condition applies only when the “accident” or “loss” 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; or
- (4) A member or manager, if you are a limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the “loss”.

**B. Blanket Waiver of Subrogation**

**Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us,** is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**C. Unintentional Failure to Disclose Hazards**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud,** is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

**D. Employee Hired Auto**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance,** paragraph b. is deleted and replace by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be a covered “autos” you own:

- (1) Any covered “auto” you lease, hire, rent or borrow.
- (2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION  
PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT	AS NEEDED BY WRITTEN CONTRACT

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

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section II – Who Is An Insured** is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

However:

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

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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 an additional 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 failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

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**:

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

1. The minimum amount required by the contract or agreement; or
  2. The Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- D. As respect to the coverage provided under this endorsement, 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 any 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 – COMPLETED OPERATIONS  
PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT	AS NEEDED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

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

However:

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

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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 an additional 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 failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

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

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

1. The minimum amount required by the contract or agreement; or
2. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- D. As respect to the coverage provided under this endorsement, 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 any 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  
PRIMARY AND NONCONTRIBUTORY**

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.

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

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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 an additional 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 failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

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**:

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

1. The minimum amount required by the contract or agreement; or
2. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. 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 any 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 – COMPLETED OPERATIONS PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT	ANY LOCATION
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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 an additional 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 failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

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

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

1. The minimum amount required by the contract or agreement; or
2. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- D. 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.

## COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

<b>SUMMARY OF COVERAGES</b>	<b>PAGE</b>
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

**SECTION I – COVERAGES AMENDMENTS**

**COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**A. Non Owned Aircraft Or Watercraft**

Item 2. Exclusions, Paragraph g. is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”.

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” involved in the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 50 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This Subparagraph (2) applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

- (3) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any “insured contract” for the ownership, maintenance or use of aircraft or watercraft; or
- (5) “Bodily injury” or “property damage” arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in Paragraph f. (2) or f. (3) of the definition of “mobile equipment”.

**B. Damage To Property Coverage Extensions**

Item 2. Exclusions, Paragraph j. is replaced by the following:

**j. Damage To Property**

“Property damage” to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;
- (2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;

- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in SECTION III – LIMITS OF INSURANCE. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph 2. of SECTION III – LIMITS OF INSURANCE, the rules below fix the most we will pay for "property damage" under this provision:

- (1) \$25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";
- (2) \$50,000 annual aggregate; and
- (3) We will pay only for damages in excess of \$2,500 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

The insurance provided for "property damage" from the use of elevators and for "property damage" to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

#### C. Damage To Premises Rented To You

Item 2. Exclusions, the last paragraph is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph 6. of SECTION III – LIMITS OF INSURANCE.

#### COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

##### D. Personal And Advertising Injury

Item 2. Exclusions is amended by replacing Subparagraphs b. and c. with the following:

- b. **Material Published With Knowledge Of Falsity**  
"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. **Material Published Prior To Policy Period**  
"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

#### SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

##### E. Supplementary Payments – Coverages A and B

Item 1. is amended by replacing Subparagraphs b. and d. with the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## SECTION II – WHO IS AN INSURED AMENDMENTS

### A. Employee Bodily Injury To A Co-Employee

Paragraph 2. a. (1) is replaced by the following:

However, none of these “employees” or “volunteer workers” are insureds for “bodily injury” or “personal and advertising injury”:

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of the co-“employee” or “volunteer worker” as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for “bodily injury” or “personal and advertising injury” to any co-“employee” or other “volunteer worker” arising out of and in the course of the co-“employee's” or “volunteer worker's” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-“employee” or other “volunteer worker”, is brought against you or a co-“employee” or a “volunteer worker”, we will reimburse the reasonable costs that you incur in providing a defense to the co-“employee” or “volunteer worker” against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

### B. Newly Acquired Organizations

Paragraph 3. a. is replaced by the following:

- a. Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;

The following are added:

### C. Blanket Additional Insured – Vendors – As Required By Contract

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor's business.

However,

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
  - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
    - a. The insurance afforded the vendor does not apply to:
      - (1) “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. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
      - (2) Any express warranty unauthorized by you;
      - (3) Any physical or chemical change in the product made intentionally by the vendor;
      - (4) Repackaging, except when 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;

- (5) 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 distribution or sale of the products;
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (8) "Bodily injury or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (i) The exceptions contained in Subparagraphs (4) or (6); or
    - (ii) 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 distribution or sale of the products.
3. This Provision C. does not apply:
- a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;
  - b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or
  - c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.

4. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

5. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "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 exclusion applies even if the claims against an additional 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 failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**D. Blanket Additional Insured – Lessor Of Leased Equipment**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. 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 their contract or agreement with you for such leased equipment ends.

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

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

- a. The minimum amount required by the contract or agreement; or
  - b. The Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "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 exclusion applies even if the claims against an additional 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 failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**E. Blanket Additional Insured – Managers Or Lessors Of Premises**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "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 exclusion applies even if the claims against an additional 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 failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

#### F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

**Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

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

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "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 exclusion applies even if the claims against an additional 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 failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises**

**Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
- a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

- b. The construction, erection or removal of elevators; or  
c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

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

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

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

- a. The minimum amount required by the contract or agreement; or  
b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "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 exclusion applies even if the claims against an additional 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 failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

### SECTION III – LIMITS OF INSURANCE AMENDMENTS

#### A. Damage To Premises Rented To You

Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:

- a. \$300,000; or
- b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

#### B. Medical Expense Limit

Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the greater of:
- a. \$10,000; or
  - b. The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

### SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

#### A. Knowledge Of Occurrence

Item 2. Duties In The Event Of Occurrence, Offense, Claim or Suit is amended by adding the following:

- e. You must give us or our authorized representative prompt notice of an "occurrence", claim or loss only when the "occurrence", claim or loss 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; or
  - (4) A member or manager, if you are a limited liability company.

#### B. Other Insurance

Item 4. Other Insurance, b. Excess Insurance (1) (a) (ii) is replaced by the following:

- (ii) That is fire, lightning, explosion or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

#### C. Unintentional Failure To Disclose Hazards

Item 6. Representations is replaced by the following:

##### 6. Representations And Unintentional Failure To Disclose Hazards

- a. By accepting this policy, you agree:
  - (1) The statements in the Declarations are accurate and complete;
  - (2) Those statements are based upon representations you made to us; and
  - (3) We have issued this policy in reliance upon your representations.
- b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**D. Waiver of Subrogation**

**Item 8. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

**SECTION V – DEFINITIONS AMENDMENTS**

**A. Insured Contract Amended**

Paragraph 9. a. is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

**B. Personal And Advertising Injury Redefined**

Paragraph 14. d. and e. are replaced by the following:

- d. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service;
- e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

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

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

BLANKET

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective  
Insured

Policy No. WCV100468700

Endorsement No.  
Premium \$

Insurance Company

Countersigned by \_\_\_\_\_

**EXHIBIT C3  
HEY AND ASSOCIATES INC  
CERTIFICATE OF LIABILITY INSURANCE**

**PROFESSIONAL ENGINEERING SERVICES FOR THE VILLAGE OF HOMER GLEN  
FIDDYMENT CREEK SANITARY SEWER – CEDAR ROAD EXTENSION**



HEY&ASS-01

GBANDA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/24/2022

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Suburban Insurance Consultants, Inc. 2170 Point Boulevard Suite #600 Elgin, IL 60123	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (847) 870-7100		FAX (A/C, No): (847) 259-4487
	<b>E-MAIL ADDRESS:</b>		
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A : Secura</b>	<b>22543</b>
<b>INSURED</b>  Hey & Associates, Inc. 26575 W.Commerce Dr#601 Volo, IL 60073	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

### COVERAGES

CERTIFICATE NUMBER: 050922

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	BP3264374	3/7/2022	3/7/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	A3264375	3/7/2022	3/7/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU3264376	3/7/2022	3/7/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC3281572	3/7/2022	3/7/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property			BP3264374	3/7/2022	3/7/2023	\$500/Ded 516,600
A	Property			BP3264374	3/7/2022	3/7/2023	\$500/Ded 18,800

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: 22-0160 Fiddymment Creek Sanitary Sewer-Cedar Road Extension  
Primary/Non-Contributory Additional Insured: Robinson Engineering; Village of Homer Glen; Geocon;

### CERTIFICATE HOLDER

### CANCELLATION

Village of Homer Glen 14240 W. 151st St. Homer Glen, IL 60491	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 <i>Mark McCallen</i>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/24/2022

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).

<b>PRODUCER</b> Risk Strategies Company 650 Dundee Road Suite 170 Northbrook IL 60062	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C No. Ext):</b>	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A: Continental Casualty Company</b>		
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER: CL2211853490**                      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			EEH113990820	1/31/2022	1/31/2023	Per Claim 4,000,000 Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: 22-0160 Robinson Eng-Homer Glen project. - REVISED - 05/24/2022

<b>CERTIFICATE HOLDER</b>  Village of Homer Glen 25350 W., 151st Street Home Glen, IL 60491	<b>CANCELLATION</b>  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  RSC Ins. Brokerage/C <i>RSC Ins. Brokerage Inc.</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## ADDITIONAL INSURED WRAP

This Endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

### A. Additional Insured When Required By Written Agreement

#### 1. Operations Performed For An Additional Insured

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 a written agreement prior to a loss, 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:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

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

A person's or organization's status as an additional insured under this provision ends at the earlier of when your operations for that additional insured are completed; or the end of the policy period.

#### 2. Limitations

The Operations Performed For An Additional Insured coverage is limited as follows:

- a. 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.
- b. This insurance does not apply to "bodily injury" or "property damage" occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- c. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- d. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

## **B. Additional Insured When Required By Written Agreement – Completed Operations**

### **1. Additional Insured – Completed Operations**

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 a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy, but only with respect to "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".

### **2. Limitations**

The Additional Insured - Completed Operations coverage is limited as follows:

- a. This insurance does not apply to "bodily injury" or "property damage" 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.
- b. A person or organization's status as an insured under Additional Insured - Completed Operations continues only until the earlier of the end of the policy period; or the period of time required by the written agreement. If no time period is required by the written agreement, a person or organization's status as an additional insured under this endorsement will not apply beyond the lesser of the end of the policy period; or five years from the completion of "your work" on the project which is the subject of the written agreement.
- c. The insurance as provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.
- d. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- e. The coverage provided to the additional insured by this endorsement and by paragraph f. of the definition of "insured contract" under DEFINITIONS do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written agreement.
- f. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

## **C. Primary And Noncontributory**

As respects the coverage provided under this endorsement, the Other Insurance Condition is amended as follows:

The paragraph regarding Excess Insurance is deleted and replaced with the following:

### **Excess Insurance**

This insurance is excess over any other insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written agreement described in A. and B. above specifically requires that this insurance be either primary or primary and noncontributory. Then this insurance is primary and not contributing with any insurance available to the additional insured which covers that person or organization as a named insured.

**D. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

As respects the coverage provided under this endorsement, the Transfer Of Rights Of Recovery Against Others To Us Condition is amended by adding the following:

We waive any right to recover all or part of any payment we have made under this Coverage Part arising out of your ongoing operations or "your work" done under a written agreement requiring such waiver with that person or organization. However, our rights may only be waived prior to the "occurrence" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**E. Amendment – Aggregate Limits Of Insurance (Per Project)**

Under LIMITS OF INSURANCE shown on the Declarations, the General Aggregate Limit applies separately to each of your projects away from the premises owned by you or rented to you. This extension does not apply to the "products-completed operations hazard".

**F. Additional Condition**

The following condition is added:

**Additional Insured Duty To Notify**

The additional insured described in A. or B. above must give written notice of loss, including a demand for defense and indemnity, to any other insurer having coverage for the loss under its policies. Such notice must demand full coverage available and the additional insured shall not waive or limit such other available coverage.

This additional condition does not apply to the insurance available to the additional insured which covers that person or organization as a named insured.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## **AUTO ADDITIONAL INSURED WRAP**

This endorsement modifies insurance provided under the following:  
**BUSINESS AUTO COVERAGE FORM**

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

### **A. AUTOMATIC ADDITIONAL INSURED – PRIMARY AND NONCONTRIBUTORY**

SECTION II – COVERED AUTOS LIABILITY COVERAGE, subsection A. Coverage, paragraph 1. Who Is An Insured is amended to add:

#### **d. (1) Automatic Additional Insured – Primary And Noncontributory**

Any person or organization is an additional insured when you and such person or organization have agreed in writing prior to a loss that such person or organization be added as additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto", provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. This insurance is primary and is not contributing with any other insurance carried by the additional insured.

#### **(2) Blanket Lessor Additional Insured Provisions**

If the additional Insured is a lessor of a "leased auto";

##### **(a) Coverage**

- i. Any "leased auto" that is a covered "auto" will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

For a covered "auto" that is a "leased auto" Who Is An Insured is changed to include as an "Insured" the lessor.

- ii. The coverages provided under this endorsement apply to any "leased auto" until the policy expiration date, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

##### **(b) Loss Payable Clause**

- i. We will pay, as interest may appear, you and the lessor for "loss" to a "leased auto".
- ii. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- iii. If we make any payment to the lessor, we will obtain his or her rights against any other party.

(c) The lessor is not liable for payment of your premiums.

##### **(d) Additional Definition**

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that required you to provide direct primary insurance for the lessor.

---

**B. WAIVER -- TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

SECTION IV – BUSINESS AUTO CONDITIONS, subsection A. Loss Conditions, paragraph 5. Transfer Of Rights Of Recovery Against Others To Us is amended to add:

We waive any right of recovery we may have against 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 waived from recovery because of payments we make for injury or damage arising out of an "accident" and resulting from the ownership, maintenance or use of a covered "auto". However, our rights may only be waived prior to the "accident" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

State	Entity Name	Contract or Project Number	Description of Work	Waiver Premium	Waiver Type
IL	Blanket Waiver of Subrogation		Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.	\$250	BLANKET

This endorsement changes the policy to which it is attached effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/07/2022 Policy No. WC3281572 Endorsement No. 000

Insured Hey & Associates Inc

Insurance Company

SECURA Insurance Company