

**CONTRACT FOR PROFESSIONAL CONSULTING SERVICES
FOR PHASE II ENGINEERING SERVICES FOR THE HEROES TRAIL WEST EXTENSION**

THIS AGREEMENT, MADE AS OF THIS 17th day of August, 2022 by and between the **Village of Homer Glen**, an Illinois Municipal Corporation, (hereinafter called the "Village") and **V3 Companies, Ltd.** (hereinafter called the "Consultant"), is an AGREEMENT for professional consulting services to provide Phase II Engineering Services for the Heroes Trail West Extension.

NOW, THEREFORE, the Village and the Consultant in consideration of the mutual covenants hereinafter set forth agree as follows:

1. SERVICES OF THE CONSULTANT

- a) The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
- b) The Consultant will serve as the Village's professional representative in those phases of the Project to which this Agreement applies, and will give consultation and advice to the Village during the performance of its services. Information and data available in the Village's file will be evaluated by the Consultant and utilized as appropriate on the Project.
- c) The Project Scope of Services is defined in the attached Appendix A.
- d) The Consultant will perform its services under this Agreement in accordance with the generally accepted and currently recognized practices and principles of its profession and will make no other warranty with respect to its rendering of services to the Village under the terms of this Agreement.

2. THE VILLAGE'S RESPONSIBILITIES

- a) Provide full information as to its requirements for the Project
- b) Designate in writing a person to act as the Village's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define the Village's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.
- c) Examine all studies, reports, and other documents presented by the Consultant and shall render decisions pertaining thereto within seven (7) calendar days from receipt so as not to delay the work of the Consultant.
- d) Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

3. PAYMENTS TO THE CONSULTANT

- a) The Village will pay the Consultant for the professional services performed under Section 1 and as identified in Appendix A.
- b) The cost for the professional services shall be paid using the rates and costs as detailed in Appendix A with the total amount not to exceed Sixty-Nine Thousand Eight Hundred Thirty-Three dollars and Seventy-Three cents (\$69,833.73) without the Village's prior written approval.
- c) Payment for services shall be made monthly upon presentation of the Consultant's detailed statement and invoicing.

4. 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 Primary and non-Contributor as 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 IV 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 Heroes Trail West Extension.
- 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.

5. SUCCESSORS AND ASSIGNS

- a) The Village and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Village nor the Consultant shall assign, sublet, or transfer its interest in this Agreement without the consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Village and the consultant

6. TIME OF COMPLETION

- a) The Consultant shall commence work within three (3) calendar days of written Notice to Proceed and shall make every attempt to complete the services within 12-18 months.

7. NONDISCRIMINATION

- a) In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied, or be subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age) and retirement provisions, marital status, or; the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the agreement by the Village.

8. MODIFICATION OR AMENDMENT

- a) This Agreement constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties. The Consultant agrees that no representations or warranties shall be binding upon the Village unless expressed in writing herein or in a duly executed amendment hereof, or Change Order as herein provided.

9. APPLICABLE LAW

- a) This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of State of Illinois.

10. TERMINATION

- a) The Village may terminate the services of Consultant upon seven (7) days written notice.
- b) Upon termination of the Agreement by either party for any reason, the Village shall pay all fees for services performed before the effective date of termination.

11. INDEPENDENT CONTRACTOR STATUS

- a) The parties acknowledge and agree that neither Consultant nor any of its employees is an employee of the Village, but rather that all are independent contractors.

12. NOTICE

- a) All notices provided for by this Agreement shall be made in writing (1) either by actual delivery of the notice into the hands of the parties identified below, or (2) mailing of the notice through the United States Postal Service, certified mail, return receipt requested, to the address shown below:

TO VILLAGE: Brett Westcott, Village Engineer
Village of Homer Glen
14240 W 151st Street
Homer Glen, IL 60491

TO CONSULTANT: Kurt Corrigan
V3 Companies, Ltd.
7325 Janes Avenue
Suite 100
Woodridge, IL 60517

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

VILLAGE OF HOMER GLEN



Carmen Maurella, Village Manager

ATTEST:



Notary

8-25-22
Date

CONSULTANT



Kurt Corrigan, PE
V3 Companies Ltd.
Professional Engineers

8-26-22
Date



APPENDIX A



June 9, 2022

Melissa W. King
Director of Planning & Zoning
14240 W. 151st Street
Homer Glen, IL 60491

Re: **Task Order –Hero’s Trail - West Extension – Phase II Engineering**

Dear Ms. King:

On behalf of V3 Companies, we are pleased to submit this proposal for Professional Engineering Services on the above-referenced project. If you find this proposal to be acceptable, the executed copies of this letter in accordance with the Agreement for Engineering Services dated August 4, 2020 will constitute acceptance of this task order assignment.

Project Understanding

The Village of Homer Glen is requesting Phase II engineering services for the Hero’s Trail West Extension multi-use path project. The project limits are from the Heritage Park entrance at Coachman Lane to the existing trail at Heatherwood Drive, a distance of approximately 0.66 miles. The improvements include a new 10’ shared-use path located within the existing ComEd easement. A section of the route along Coachman Lane will be on-street utilizing wayfinding signage and sharrows. New ADA compliant crossings will be required at each roadway crossing. The Village will be applying for outside funding for this project; therefore, the project will follow IDOT guidelines and will be processed under IDOT’s procedures for federally funded projects. The design, contract plans, and special provisions will conform to IDOT’s Bureau of Local Roads and Streets (BLRS) Manual. Exhibit A lists the proposed scope of services.

Compensation

V3 will invoice the Village monthly for actual work completed on an hourly, not to exceed basis. One item of note is the topographic survey. This was not included in the Phase I engineering to keep the project costs down. However, to develop construction plans and specifications we will need to have the detailed survey. In addition, we completed our Phase I services approximately \$6,000 under budget. The following is a breakdown of the hourly, not to exceed fees per task:

Task		Fee Type	Total
	Phase II Engineering		
Task 1	Topographic Survey	Hourly	\$13,814.53
Task 2	Multi-Use Path Plans, Specs, and Estimate	Hourly	\$35,701.57
Task 3	Meetings and Project Coordination	Hourly	\$4,883.65

Task 4	Administration and Management	Hourly	\$1,479.74
Task 5	Quality Control/quality Assurance	Hourly	\$2,219.62
Task 6	Funding Applications	Hourly	\$5,734.62
	Reimbursable Expenses including Geotech work	Actual	\$6,000.00
Total Phase II Engineering Fee:			\$69,833.73

We appreciate the opportunity to present this proposal and look forward to continue working with the Village of Homer Glen on this project.

Sincerely,



Kurt Corrigan, P.E.
Municipal Lead

Enclosed: Exhibit A
Exhibit B

Accepted for:
Village of Homer Glen

BY: 

TITLE: *Village Manager*

DATE: *8/25/2022*



EXHIBIT A - SCOPE OF SERVICES

Project Tasks

TASK 1 – TOPOGRAPHIC SURVEY

V3 utilized aerial photography to complete the Phase I engineering assignment. To complete Phase II engineering a complete topographic survey will be performed.

The topographic survey services will include the following:

- Utilize benchmarks and horizontal and vertical control from the original survey.
- Spot elevations obtained in the field shall be of sufficient quantity to represent the ground surface. Additional elevations shall be indicated on the survey as required to establish accurate profiles (including all changes or breaks in grade) and cross-sections of driveways, gutters and pavement edges.
- Spot elevations shall be shown to the nearest 0.01 foot on all “hard surfaces” and utility structures. Spot elevations in unpaved areas such as grass and dirt shall be accurate to the nearest 0.1 foot.
- Cross-sections along the roadways shall be taken on 100-foot intervals and at driveways. Additional shots shall be taken at all sudden grade break lines, as necessary.
- Detailed elevations will be obtained for areas requiring ADA street crossings.
- Pavement types such as concrete, asphaltic concrete, gravel, etc. shall be indicated.
- Existing improvements, buildings, and surface features shall be located.
- Mean elevations of water in roadside ditches and creeks will be shown as depicted at the time the survey field work was conducted.
- Top of gutter, flow line and edge of pavement elevations of roadways within survey area.
- Wetland flags shall be located.
- Right-of-way and property lines shall be established from existing monumentation and record drawings. V3 will verify the location and width of the existing public ROW and ComEd easement. We anticipate that 2 title reports would be required for this task. Each report and title commitment research will cost \$750 per parcel.
- The topographic survey shall incorporate information on existing utility systems adjoining or contained within the survey area which are obtained from Village departments, pipeline companies or utility companies responding to written or verbal requests for utility records through the Joint Utility Locating Information for Excavators (J.U.L.I.E.) Design Stage/Planning Information process and available for the surveyors use at the time of the survey. Records or atlas information that is provided to V3 as part of the survey will be provided to the Village.
- Utilities and pipelines shall be shown based on visible field verified structures, in coordination with atlas information provided by utility and pipeline companies through J.U.L.I.E.’s design stage process, if available. V3 shall only show underground utility lines between structures that are located in the field and appear to be connected. The size, type and direction of water mains, pipelines and gas mains will be picked up as marked in the field. Top of pipe elevations will be shot at valve vault locations.
- Subsurface excavation to locate utilities is not included in the scope of services.



EXHIBIT A - SCOPE OF SERVICES

TASK 2 – MULTI-USE PATH PLANS, SPECIFICATIONS AND ESTIMATE

- V3 will prepare and submit a notice of intent to the IEPA for stormwater erosion control to demonstrate compliance with IEPA's General NPDES Permit No. ILR10.
- If necessary, 7 soil borings will be completed at each roadway crossing of the path. The depth of the boring will be approximately 5 feet.
- The plans will show the location, configuration, and dimensions of the prescribed path work that includes layout, plans, profiles, cross sections, and other necessary and significant details. Phase II engineering plans will be prepared in accordance to IDOT standards at pre-final (90%) and final (100%) stages. The plans will be prepared by or under the direct supervision of an Illinois licensed Professional Engineer. The plan set will consist of the following sheets:
 - Cover Sheet (1 sheet)
 - Index of Sheets, Highway Standards, and General Notes (1 sheet)
 - Summary of Quantities (1 sheet)
 - Typical Sections (1 sheet)
 - Alignment, Ties, and Benchmarks (1 sheet)
 - Removal Plans (2 sheets)
 - Multi-Use Path Plan and Profile (8 sheets)
 - Maintenance of Traffic Plan and Notes (2 sheets)
 - Erosion and Control Plan and Notes (4 sheets)
 - Signing and Pavement Marking Plan (4 sheets)
 - Landscaping Plan (4 sheets)
 - IDOT District One Details(2 sheets)
 - Village Details (2 sheets)
 - Construction Details (2 sheets)
 - Cross Sections (12 sheets)
- V3 will prepare quantity computations for the pre-final and final stages of the project. The IDOT Standard Specifications for Road and Bridge Construction and the Supplemental Specifications and Recurring Special Provisions will be cross checked to ensure that the appropriate pay items, method of measurement, and basis of payment are used. For each quantity, the IDOT coded pay item number will be used as given in the IDOT Coded Pay Items on the IDOT website.
- V3 will prepare an Engineer's Opinion of Probable Construction Cost (EOPCC) for the pre-final and final stages of the project utilizing the pay items and quantities. Itemized costs will be determined utilizing the pay item reports with awarded prices from IDOT's website. Form BLR 11510 will be used to prepare the cost estimate and will include item number, item, unit, quantity, unit cost and total cost.
- V3 will prepare specifications and special provisions for the pre-final and final stages of the project. The IDOT Standard Specifications and Supplemental Specifications are included by reference in the first paragraph of the project Special Provisions. Applicable IDOT Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions will be included by reference by use of the Check Sheet. IDOT BDE Special Provisions and District One Special Provisions will also be included. Where a project work item contains work, material, unique sequence of operations or any other requirements that are not included in the Standard Specifications for Road and Bridge



EXHIBIT A - SCOPE OF SERVICES

Construction, Supplemental Specifications and Recurring Special Provisions, BDE Special Provisions, or District One Special Provisions, a project specific Special Provision will be written by V3.

TASK 3 – MEETINGS AND PROJECT COORDINATION

V3 will attend meetings as required throughout the duration of the contract. The meetings will include, but not be limited to: a Phase II kickoff meeting with IDOT, plan submittal review meetings at IDOT or at the Village, utility coordination meetings, and coordination meetings with Village staff. These meetings will serve to discuss and resolve issues in the Phase II design process. Minutes of all meetings will be prepared by V3 and distributed within five working days of the meeting. A maximum of six (6) meetings is included in this task.

V3 will submit construction documents to IDOT at the pre-final and final stages for review in accordance to IDOT BLR schedule and guidelines. The documents will be revised as necessary based on review comments. A disposition of comments will be prepared with each resubmittal. V3 will complete all necessary IDOT BLR forms. The final contract documents will be sent to IDOT for letting. All documents that will be submitted to IDOT will first be submitted to the Village for review. Any revisions needed from Village review will be made prior to the IDOT submittals.

V3 will assist the Village with obtaining the necessary Lease Agreement with ComEd. It will be the Village's responsibility to review and agree to the Lease agreement with ComEd prior to the installation of the trail. IDOT may require the lease agreement be executed prior to releasing any funding obtained or letting the project for construction.

TASK 4 – ADMINISTRATION AND MANAGEMENT

Project administration and management for the project will be performed by the Project Manager. V3 will prepare and submit a project schedule to the Village for review and approval. The project schedule will be utilized for scope of work reviews, work-hour planning, and budget control. The project schedule will be updated as work progresses. V3 will also prepare monthly progress reports and invoices in accordance to IDOT guidelines for federally funded projects.

TASK 5 – QUALITY ASSURANCE / QUALITY CONTROL

V3 will perform in-house quality control reviews to ensure that plans, specifications, cost estimates and other computations or assumptions, that form the basis for any deliverable, are correct and meet the standards and guidelines for the element or system. These quality control reviews will occur prior to submittal of any deliverable to the Village or IDOT. The Project Manager will be responsible for the oversight of the QA/QC procedures and quality control reviews of the documents submitted for the project. Prior to the pre-final and final submittals, V3's Construction Division will perform a constructability review.



EXHIBIT A - SCOPE OF SERVICES

TASK 6 – FUNDING APPLICATIONS

As outside funding opportunities become available, V3 will assist the Village in completing the necessary documents and developing applicable exhibits for submitting funding application(s). Specifically, V3 will submit for ITEP funding in the fall of 2022.

HERO'S TRAIL - WESTERN EXTENSION PHASE II BUDGETARY HOURS AND FEE
 VILLAGE OF HOMER GLEN
 PREPARED BY V3 6/15/2022

Exhibit B

Hourly Rate (through 2022 per Service Agreement) \$ 26.38 \$ 26.38 \$ 29.00 \$ 64.39 \$ 33.03 \$ 37.99 \$ 31.12 \$ 102.38 \$ 33.00 \$ 23.95
 Hourly Rate with 2.8 Multiplier \$ 73.86 \$ 73.86 \$ 81.20 \$ 180.29 \$ 92.48 \$ 106.37 \$ 87.14 \$ 286.66 \$ 92.40 \$ 67.06

PHASE II TASKS	TOTAL HOURS PER TASK	TOTAL COST PER TASK	SURVEYOR	SURVEY MEMBER/CREW	CAD TECH	SENIOR PROJECT MANAGER	PROJECT MANAGER	PROJECT ENGINEER	DESIGN ENGINEER	PRINCIPAL	GIS TECH	ADMIN
1 Topographic Survey	160	\$ 13,814.53	80	24	40	16	0	0	0	0	0	0
2 Multi-Use Plans, Specifications and Estimate	344	\$ 35,701.57	0	0	0	40	0	104	200	0	0	0
3 Meetings and Project Coordination	48	\$ 4,883.65	0	0	0	0	16	32	0	0	0	0
4 Administration and Management	16	\$ 1,479.74	0	0	0	0	16	0	0	0	0	0
5 Quality Control/Quality Assurance	24	\$ 2,219.62	0	0	0	0	24	0	0	0	0	0
6 Funding Applications	56	\$ 5,734.62	0	0	0	0	16	40	0	0	0	0
TOTAL HOURS AND COST	648	\$ 63,833.73	80	24	40	56	72	176	200	0	0	0
DIRECT COSTS AND GEOTECH WORK (7 - 5' Borings)		\$ 6,000.00										

	TOTAL HOURS	TOTAL FEE
Phase II Engineering	648	\$ 69,833.73

Note: Hourly Rates are per approved general services agreement. This is also dependent on ComEd allowing the Village to use their ROW for the trail.

We anticipate that the PH II approval will take 12-18 months. Letting Date could be further out depending if outside funding for construction and construction engineering is acquired.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/31/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

PRODUCER DSP Insurance Services, Inc. 1900 E Golf Rd Suite 650 Schaumburg IL 60173	CONTACT NAME: Marie Vera	
	PHONE (A/C, No, Ext): (847) 934-6100	FAX (A/C, No): (847) 934-6186
E-MAIL ADDRESS: mvera@dspins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Fire Insurance Compan		20478
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** Cert ID 32018 **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
	COMMERCIAL GENERAL LIABILITY <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 - COM/POP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7011433078	10/26/2021	10/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
							\$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: V3 Project #220942

The following are included as Additional Insured on a primary and non-contributory basis, when required by written contract to the Auto Liability: Village of Homer Glen.

CERTIFICATE HOLDER Village of Homer Glen 14240 W 151st Street Homer Glen IL 60491	CANCELLATION 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 
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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. in the performance of your ongoing operations subject to such **written contract**; or
- B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.

II. But if the written contract requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- A. coverage broader than required by the **written contract**; or
- B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury arising out of:**

- A. 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; and
 - 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:**

500200736045653373344



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS is amended to add the following definition:**

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages for personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage or personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:



Architects, Engineers and Surveyors General Liability Extension Endorsement

- 1. is in effect or becomes effective during the term of this Coverage Part; and
- 2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a consolidated (wrap-up) insurance program by applicable state statute or regulation.

If the endorsement EXCLUSION – CONSTRUCTION WRAP-UP is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a consolidated (wrap-up) insurance program project in which the Named Insured is or was involved, this exclusion does not apply to those sums the Named Insured become legally obligated to pay as damages because of:

- 1. Bodily injury, property damage, or personal or advertising injury that occurs during the Named Insured's ongoing operations at the project, or during such operations of anyone acting on the Named Insured's behalf; nor
- 2. Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not residential structures.

B. Condition 4. Other Insurance is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the Named Insured as a result of the Named Insured being a participant in a consolidated (wrap-up) insurance program, but only as respects the Named Insured's involvement in that consolidated (wrap-up) insurance program.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

- 1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
- 2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. Residential structure also does not include hospitals or prisons.

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