



HOMER GLEN

**RIDER A**

The Village of Homer Glen, (hereinafter referred to interchangeably as "Owner" or "Village"), and Construction Testing Services of Illinois, (hereinafter to as referred (Business/Company/Organization Name)

"Company/Organization"), hereby acknowledge and agree that this RIDER A is hereby incorporated into the attached Heritage Park Geotechnical Proposal, dated 3 13 26, between the (Contract)

Parties, (hereinafter referred to as "Proposal"). The Parties acknowledge that this RIDER A, and the Proposal, shall constitute the full and complete understanding between the Parties, **and the Parties further agree that to whatever extent the terms and provisions of this RIDER A conflict with the terms and provisions of the attached Proposal, the terms and provisions of this RIDER A shall control.** The Parties understand and agree that this RIDER A and the Proposal constitute the full Agreement between the Parties, and is referred to hereinafter as the "Agreement".

**I. Insurance:**

The Company agrees to procure and obtain insurance issued by a company or companies qualified to do business in the State of Illinois and provide the Village with evidence of credible insurance, in the following types and amounts:

- a) Worker's Compensation and Employer's Liability with limits not less than:
  1. Worker's Compensation: Statutory;
  2. Employer's Liability;
  3. \$1,000,000 injury-per occurrence
  4. Such insurance must evidence that coverage applies in the State of Illinois.
- b) Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented not less than:

Bodily Injury/Property Damage: Combined Single Limit: \$1,000,000 per accident.t
- c) Comprehensive General Liability with coverage written on an "occurrence" as is and with limits no less than:
  1. Each Occurrence: \$ 1,000,000

2. General Aggregate: \$2,000,000
3. Products and completed operations:  
General Aggregate: \$2,000,000

d) Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. This policy must apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount \$5,000,000 in combination. An exception for a lower limit may be granted at the discretion of the Village of Homer Glen. Such an exception could be based upon other criteria such as a review of their safety record, information provided by references, and/or any established prior history. Company agrees to name the Village of Homer Glen, its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys, as additional insureds on the Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Umbrella/Excess Policies. Company agrees to provide insurance with an endorsement naming the Village of Homer Glen and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys as additional insureds. Company further agrees that all insurance policies are to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the Village.

e) Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The Village of Homer Glen, and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys are to be covered as additional insureds on the general liability, auto and umbrella/excess policies. An endorsement naming the above as additional insureds, on a primary, noncontributory basis, must be submitted with the Certificate(s) of Insurance.

2. For any claims related to this Agreement, the insurance coverage must be primary insurance coverage at least as broad as ISO CG 20 01 04 13, as it relates to the additional insureds. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers and attorneys, must be in excess of the Company's insurance, and not contributory with or to the Company's insurance. Company must procure and maintain for the duration of the

Agreement, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by the Company, its agents, authorized contractors, vendors, representatives, employees, and any sub-Companies.

3. The insurance shall contain no special limitation on the scope of protection afforded the Village, and shall contain a "contractual liability" clause. Athletic participation must not be excluded.

4. Insurance coverage shall waive all rights of subrogation against the Village.

## **II. Indemnification:**

To the maximum extent permissible by law, Organization shall protect, defend, indemnify and hold harmless the Village of Homer Glen, and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys, (hereinafter referred to collectively as "Indemnitees"), from and against any and all claims, demands, losses, damages, causes of action, suits, and liability of every kind, including but not limited to all litigation expenses, court costs, expert fees, and attorneys' fees, ("hereinafter collectively referred to as Claims") for any injury to or death of any person, and any loss of or damage to any property that: (1) is caused, in whole or part by (i) the Organization, (ii) any sub-Organization, (iii) Organization's contractor or subcontractor; or (iv) any third-party; and/or (2) caused in part by the Village and any of the other Indemnitees. Nothing herein shall be construed as to require Organization to indemnify the Indemnitees from any and all claims, damages, losses or expenses caused by the Indemnitees' sole negligence. The Organization's obligations to protect, defend, indemnify and hold harmless shall not be construed to negate, abridge, or otherwise reduce any other right or obligations that the Organization may have to protect, defend, indemnify, and hold harmless, which would otherwise exist as to any party or person described in this Paragraph.

The Organization shall also protect, defend, indemnify, and hold harmless the Indemnitees from any and all claims, demands, losses, damages, causes of action, suits, and liability of every kind, including but not limited to all litigation expenses, court costs, expert fees, and attorneys' fees, incurred by the Village or any of the Other Indemnitees, by reason of Company's breach of any of its obligations under, or Company's default of any provision of this Agreement.

## **III. Miscellaneous Terms & Provisions:**

- a) If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the

remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

- b) The Parties to this Agreement agree and acknowledge that the terms and provisions herein shall not be construed against either Party, as the drafter or primary drafter of this Agreement.
- c) Company has not relied on any oral statements that are not included in this Agreement. This Agreement supersedes all prior agreements and understandings concerning the subject matter of this Agreement.
- d) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions. Any legal action or proceeding relating to this Agreement shall be instituted in the Circuit Court of Will County, Illinois. The parties agree to submit to the jurisdiction of, and agree that venue is proper in, said court in any such legal action or proceeding.
- e) This Agreement may be executed in counterparts. Electronically executed copies are deemed to be the equivalent of physically signed originals. However, no signature shall be binding upon any one Party, unless all of the signatures to this Settlement and Agreement are duly executed by all Parties.

Agreed and Acknowledged by the Parties:

Construction Testing Services  
of Illinois By: [Signature] Date: 3/13/26  
Company, President  
(print name and title) Signature

Joseph D. Baker UM By: [Signature] Date: 3/16/26  
Village of Homer Glen, Signature  
Village President or Village Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2026

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> Digital Insurance LLC-Sycamore, IL 2350 Bethany Rd. Sycamore IL 60178	<b>CONTACT NAME:</b> Marla Davis	
	<b>PHONE (A/C No, Ext):</b> 7792206563	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> marla.davis@onedigital.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
License#: 100310866 CONSTES-01	<b>INSURER A:</b> Acuity	14184
	<b>INSURER B:</b> Allied World Surplus Lines Ins Co	24319
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**INSURED**  
 Construction Testing Services of IL  
 Dba Conchem Elburn LLC  
 101 Jefferson Drive  
 Kingston IL 60145

**COVERAGES**

CERTIFICATE NUMBER: 1749515234

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:	Y	Y	ZS6752	9/30/2025	9/30/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/PO/ AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> 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	Y	Y	ZS6752	9/30/2025	9/30/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	ZS6752	9/30/2025	9/30/2026	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
A	<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	ZS6752	9/30/2025	9/30/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
			N/A				E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional Liability			03109410	9/30/2025	9/30/2026	EACH OCCURRENCE Aggregate Retention	\$1,000,000 \$1,000,000 \$2,500

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

The Village of Homer Glen, and its officers, officials, Village President Board of Trustees, agents, employees, representatives, volunteers and attorneys are additional insureds on the general liability, auto and umbrella/excess policies on a primary/non contributory basis with Waiver of Subrogation

**CERTIFICATE HOLDER****CANCELLATION**

The 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

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

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

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 any one not named in the Schedule.

**SCHEDULE**

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We will not enforce our right against any person or organization with whom you have a written contract or agreement which you are required to waive rights of recovery under this policy. We will not enforce our right against any other person or organization named in these contracts or agreements which you are also required to waive rights of recovery. Such a contract or agreement must have been executed prior to the occurrence causing injury or damage. An entity meeting these requirements does not have to be named in the Schedule for the waiver to apply.

**PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

CA-0449F(11-16)

This endorsement modifies insurance provided under the following:

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.

- A. 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 Liability Coverage is primary to 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*.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO  
US - AUTOMATIC STATUS**

CA-7241(3-03)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

The following is added to the Transfer of Rights of Recovery Against Others to Us Loss Condition:

1. We waive any right of recovery we may have

against any person or organization described in paragraph 2 because of payments we make for *bodily injury* or *property damage* arising out of your use of a covered *auto* which occurs while under a contract with that person or organization.

2. The waiver applies only to a person or organization with whom you have a written contract or agreement requiring you to waive the rights of recovery under this policy. This written contract or agreement must have been executed prior to the occurrence causing *bodily injury* or *property damage*.

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

CG-7277(6-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS-COMPLETED OPERATIONS LIABILITY COV-  
ERAGE FORM

1. Section II - Who Is An Insured is amended to include as an additional insured:

- a. Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as additional insured on your policy for completed operations; and
- b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the *products-completed operations hazard for bodily injury or property damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

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 or property damage* which occurs prior to the execution of the contract or agreement described in item 1; or

- b. *Bodily injury or property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or

- c. *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.

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 the rendering of or the failure to render any professional services by or for you.

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 the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO  
US AUTOMATIC STATUS WHEN REQUIRED IN A CONTRACT WITH YOU**

CG-7264(12-19)

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The Transfer of Rights of Recovery Against Others to Us Condition under Section IV - Commercial General Liability Conditions is amended by the addition of the following:

1. We waive any right of recovery we may have against any person or organization described in paragraph 2 because of payments we make for injury or damage arising out of your ongoing operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard*.

2. The waiver applies only to:

- a. Any person or organization with whom you have a written contract or agreement in which you are required to waive rights of recovery under this policy. Such contract or agreement must have been executed prior to the occurrence causing injury or damage; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a. above.

**PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

CG-2001R(4-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
RESIDENTIAL CARE FACILITY LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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

CG-2033R(6-13)

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. Section II - Who Is An Insured is amended to include as an additional insured:

- a. 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; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

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.

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 your operations for that additional insured are completed.

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

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 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 the rendering of or the failure to render any professional architectural, engineering or surveying services.

- b. *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.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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