

CLERK'S CONTRACT and AGREEMENT COVER PAGE

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Year: 2022

Amount:

Department: Public Works

Contract Type: Master Service Agreement

Contractors Name: Cordogan Clark and Associates, Inc.

Contract Description: Professional Mechanical, Electrical, and Plumbing (MEP) and Architectural Services



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
Cordogan Clark and Associates, Inc. FOR Professional Mechanical, Electrical, and Plumbing (MEP) and
Architectural Services
Master Services Agreement**

THIS MASTER SERVICES AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made this 29th day of March, 2022, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as “Village”) and Cordogan Clark and Associates, Inc. (hereinafter referred to as “Consultant”). Village and Consultant may be referred to in this Agreement individually as a “Party” or jointly as the “Parties”. This Agreement governs all purchased Products and Services, as set forth below, provided by Consultant to the Village.

WITNESSETH:

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Scope of Work:** The Consultant will provide the Services, Products and/or Deliverables set forth in one or more separately defined “Scope of Services” as set forth in each proposal and further described below:

Professional Mechanical, Electrical, and Plumbing (MEP) and Architectural Services
(collectively referred to as the “Services”)

The Consultant’s proposal(s) is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). Consultant and Village recognize that Consultant's Services may include working on various projects for the Village. Consultant shall issue a new Statement of Work and obtain the approval of Village prior to the commencement of any new project. Further, if Village requests or requires any change that either expands or limits the Services or Deliverables defined in the Statement of Work, Consultant will follow the Change Control procedures defined in the Statement of Work. The terms, conditions and specifications set forth in Village’s Master Services Agreement, Request for Qualifications (RFQ), Request for Proposal (“RFP”), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Consultant. Any provisions in the Consultant’s proposal or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s Master Services Agreement, RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s Master Services Agreement, RFQ, RFP, and/or Purchase Order shall control.

2. **Payment:**

- A. **Contract Sum:** The Contract Sum for the Consultant ’s performance of the Services (the “Contract Sum”) shall be calculated as set forth in Exhibit A, which is attached hereto and incorporated herein, but in no event shall the Contract Sum exceed the Board approved budgeted amount.

To the extent required by applicable Law or requested by the Village, the Consultant must also submit to the Village (all in a form reasonably satisfactory to the Village) with each invoice a sworn statement setting forth all subcontractors, consultants, agents or any other person or entity with which the Consultant contracts to perform a portion of the Services (the Consultant Related Parties) retained by the Consultant in connection with the performance of the Services, together with a lien waiver from the Consultant and each such Consultant Related Party covering the amounts for which payment is then being sought.

- B. **Payment:** The Village will pay all amounts properly owing to the Consultant as set forth in each invoice pursuant to the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.).
- C. **Withholding Payment:** Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to

errors or omissions of the Consultant and/or any Consultant Related Party, and all such errors or omissions must be corrected by the Consultant at its sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.

D. Appropriation of Funds. The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. To the extent the Illinois Department of Transportation ("IDOT"), the Federal Transit Administration ("FTA") or another governmental agency is providing funding to pay all or a portion of the Contract Sum, this Agreement and the obligation of the Village to pay the Contract Sum is contingent upon approval of this Agreement (if required by the relevant governmental agency) and appropriation of the relevant funding by the relevant governmental agency (which may in turn be contingent upon an appropriation of funds to such governmental agency by the Illinois General Assembly or the federal government). If any such governmental agency fails to approve this Agreement (if approval is required by the governmental agency), appropriate such funding or provide such funding, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Contract Sum and the status of approval of this Agreement by any such agency. In the event of a conflict between this Agreement and any funding agreement between the Village and a governmental agency providing funding to pay all or a portion of the Contract Sum, the terms of such funding agreement will control.

E. Records. The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

3. Contract Documents: This Agreement is a Master Services Agreement and shall be the agreement for all projects authorized by the Village. Specific projects under this Agreement shall be authorized in writing by the Village by a proposal, which shall be attached hereto as Exhibit A and made a part of this Agreement for each project authorized. As additional projects are authorized pursuant to this Master Agreement, such projects shall be authorized by subsequent proposals, each of which shall be marked Exhibit A and attached to this Agreement as Exhibit A. The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:

Scope of Services as set forth in the Consultant's proposal (Exhibit A)

Schedule of Fees (Exhibit B)

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

4. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:

A. Time is of the essence in this Contract. This Agreement shall commence on the date of execution. The Services to be performed by the Consultant under the Contract Documents shall commence no later than

30 days after the execution of each proposal and receipt of a Notice to Proceed (hereinafter the "Commencement Date"), and shall be completed no later than by the agreed upon time frame per proposal for each event (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor or consultant, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

B. Progress Reports. If requested by the Village, the Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided are being completed within a timeframe that does not negatively impact the Village's compliance with any federal, state, or local regulations (if applicable).

5. Venue and Choice of Law: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
6. Nonassignability: The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.
7. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:
Name: Michael Mazza
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6108
e-mail: mmazza@orlandpark.org

To the Consultant:
Name: Brian Kronewitter, AIA, DBIA
Company: Cordogan Clark and Associates, Inc.
Address: 960 Ridgeway Avenue
City, State, Zip: Aurora, IL 60506
Telephone: 312-943-7300
e-mail: BKronewitter@cordoganclark.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.

10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):

- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
- B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.
- C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.
- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Work:

(i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:

(i) Commercial General Liability:

(a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.

(b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The

coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.

- (c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
 - (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
 - (e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
 - (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
 - (h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
 - (ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
 - (iii) Workers' Compensation Insurance:
Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.
 - (iv) Professional Liability:
 - (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
 - (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
 - (v) Umbrella Policy:
If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.
 - (vi) Cyber Liability Coverage: for losses arising out of the Consultants work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.

- D. All Coverages:
- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - (a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
 - (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
 - (iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.
- F. Verification of Coverage: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.
- If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. Subconsultants: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their

respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.

- L. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

- A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, IDOT (if IDOT is providing funding for all or any portion of the Contract Sum), the FTA (if the FTA is providing funding for all or any portion of the Contract Sum), any other governmental agency providing funding for all or any portion of the Contract Sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Consultant and any Consultant Related Parties of the Services and other duties and obligations under this Agreement, (ii) any act or omission to act by the Consultant, any Consultant Related Parties, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Consultant of any term, covenant, condition, duty or obligation provided in this Agreement. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case.

In addition to the indemnification provided above, Consultant will indemnify, defend and hold harmless the Village, IDOT (if IDOT is providing funding for all or any portion of the Contract Sum), the FTA (if the FTA is providing funding for all or any portion of the Contract Sum), any other governmental agency providing funding for all or any portion of the Contract Sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with any and all claims which are based upon or make the contention that any of the Deliverables or other materials supplied to the Village or used by the Village in the manner recommended by the Consultant, in whole or in part, constitute infringement of any copyright, trademark, patent, trade secret or other proprietary rights of any third party. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any other party pursuant to any common law or case.

- B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to

indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.

- C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:

- A. Confidential Information. "Confidential Information" shall mean all information, whether in written, verbal, graphic, electronic or any other form, which is disclosed to or observed by the Consultant in the course of its performance of Services hereunder. Confidential Information will include Deliverables, business plans, forecasts, projections, analyses, Village employee and vendor information, software (including all documentation and codes), hardware and system designs, architectures and protocols, specifications, manufacturing, logistic and sale processes.
- B. Use of Confidential Information. The Consultant (i) will use Confidential Information only in connection with Consultant's performance of the Services, and (ii) will not disclose Confidential Information except to the Consultant's employees and Consultant Related Parties to the extent such employees or Consultant Related Parties need to know such Confidential Information in connection with the performance of the Services. In addition to the requirements of the foregoing sentence, if the Consultant wishes to disclose Confidential Information to a Consultant Related Party, the Village must first consent to such disclosure and the Consultant Related Party must agree in writing to be bound by the terms and conditions of this Paragraph 13, in a document satisfactory to the Village. The Consultant will be responsible and liable for any unauthorized disclosure, publication or dissemination by any party who obtained Confidential Information from the Consultant, including Consultant's employees and Consultant Related Parties. This section does not apply to any information that (a) the Consultant can demonstrate that it possessed prior to the date of this Agreement without obligation of confidentiality, (b) the Consultant develops independently without use of any Confidential Information, (c) the Consultant rightfully receives from a third party without any obligation of confidentiality to such third party, (d) is or becomes publicly available without breach of this Agreement, or (e) must be disclosed as required under applicable Law; provided, however, that the Consultant must give the Village reasonable notice prior to such disclosure and will reasonably cooperate with any efforts requested by the Village to limit the nature or scope of the disclosure.
- C. Authority Confidential Information. The Consultant understands and acknowledges that the Village may use software provided in connection with this Agreement in connection with Confidential Information of the Village. Any such use of software shall not alter the Consultant's obligations and the Village's rights with respect to Confidential Information described in Section 13.B above.

14. Standard of Performance: The Consultant must perform all Services required of it under this Agreement in accordance with the practices, methods, standards, degree of judgment and skill that are ordinarily possessed and exercised by (and generally accepted as being appropriate for) nationally recognized professionals of good standing who are performing work which is of similar scope, nature and complexity as the Services (the "Professional Standard"). All Services shall be performed by the Consultant in a prompt and expeditious manner and the Consultant shall be responsible for all Services provided under this Agreement whether such Services are provided by the Consultant or by Consultant Related Parties hired by the Consultant. The Consultant will perform the Services promptly and without unreasonable delay and will give all Services such priority as is necessary to cause the Services to be provided hereunder to be properly performed in a timely manner and consistent with sound professional practices and standards. The Consultant and any Consultant Related Party must be suitably qualified and experienced to perform the

Services in accordance with the requirements of this Agreement and the Professional Standard. To the extent required by any laws, the Consultant and all Consultant Related Parties must be suitably licensed or certified to perform the Services. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:

- A. Feasibility of Performance. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
 - B. Ability to Perform: The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
 - C. Authorized to do Business in Illinois: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
 - D. Certification to Enter into Public Contracts: The Consultant certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
 - E. Payment to the Illinois Department of Revenue: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
 - F. Debarment. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
 - G. Interest of members of the Village: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
 - H. Interest of Professional Services Provider and Employees. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.
15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

16. Compliance with Laws: In the performance of the Services, the Consultant shall comply, and must cause any Consultant Related Party to comply, and must ensure that the Services comply, with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act (“OSHA”); Illinois Department of Labor (IDOL”), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers’ Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.
17. Employment Conditions: Equal Employment Opportunity Clause. In the event of the Consultant ’s non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act (775 ILCS 5/1 et seq.) (the “Human Rights Act”) or the rules and regulations (the “Rules and Regulations”) of the Illinois Department of Human Rights (for the purposes of this Article 10, the “Department”), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may, in addition to any remedies provided pursuant to this Agreement, be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Consultant agrees as follows:
- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department’s Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding a notice advising such labor organization or representative of the Consultant ’s obligations under the Human Rights Act and the Department’s Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules and Regulations, the Consultant will promptly so notify the Department and the Village and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - (5) That it will submit reports as required by the Department’s Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Village, and in all respects comply with the Human Rights Act and the Department’s Rules and Regulations.
 - (6) That it will permit access to all relevant books, records, accounts and work sites by personnel for the Village and the Department for purposes of investigation to ascertain compliance with the Human Rights Act and the Department’s Rules and Regulations.
 - (7) That it will include verbatim or by reference the provisions of this clause 10.1 in every subcontract it awards under which any portion of this Agreement’s obligations are undertaken or assumed so that such provisions will be binding upon such subconsultant. In the same manner as with other provisions of this Agreement, the Consultant will be liable for compliance with applicable provisions of this clause 10.1 by such subconsultant s, and it will promptly notify the Village and the Department in the event any subconsultant fails to or refuses to comply therewith. In addition, the Consultant will not utilize any subconsultant declared by the Illinois Human

Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Public Works Employment Discrimination Act: The Consultant certifies and agrees that it will comply with the Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.). In confirmation and furtherance of the foregoing, the Consultant agrees that no person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Village, including without limitation, the Services to be provided pursuant to this Agreement.

Drug-Free Workplace: The Consultant certifies and agrees that it will provide a drug-free workplace as required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.) and that it will comply with all provisions thereof.

Disadvantaged Business Enterprise Assurance: In accordance with 49 CFR Part 26.13(a), as amended, the Consultant assures the Village that it shall not discriminate on the basis of race, color, national origin or sex in the implementation of the Services and in the award and performance of any subcontract or other third party contract supported with Federal assistance derived from the U.S. Department of Transportation (“USDOT”) or in the administration of its Disadvantaged Business Enterprise (“DBE”) program, if required pursuant to 49 CFR Part 26, as amended, or the requirements of 49 CFR Part 26, as amended. The Consultant assures the Village that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all subcontracts and third party contracts supported with Federal assistance derived from USDOT. The Consultant’s DBE program, if required by 49 CFR Part 26, as amended, is incorporated by reference and made a part of this Agreement for the purposes of any Federal assistance awarded by the FTA or USDOT. If required by 49 CFR Part 26, as amended, implementation of such a DBE program is a legal obligation of the Consultant, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Consultant of its failure to implement its approved DBE program, if required by 49 CFR Part 26, as amended, USDOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 et seq., as amended. The Consultant further agrees to comply with all reasonable procedural, reporting and invoicing requirements that the Village may now or hereafter establish in order to comply with the DBE laws, rules and requirements that may apply to the Village and/or to this Agreement.

18. **Certifications:** By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
19. **Project Documentation:** Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its Consultant Related Parties agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as “Project Documentation”), and any and all of such Project Documentation shall become the property of the Village.

The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.

20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.
21. Independent Contractor : It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
22. Duration: This Master Services Agreement shall be in effect for a term of three (3) years, with an option to extend for two (2) additional years at the Village's discretion, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
23. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
24. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon fifteen (15) days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal. Without invalidating this Agreement or any other Scope of Work in progress at the time, any single Scope of Work may be terminated upon fifteen (15) days' notice to Consultant, and neither Party shall have any further liability thereunder.
26. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.

28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
30. No Third Party Beneficiaries: The Parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the Parties hereto.
31. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the Parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
32. No Liability of Public Officials. No official, employee or agent of the Village will be charged personally by the Consultant, or by any assignee or Consultant Related Parties, with any liability or expenses of defense or be personally liable to them under any term or provision of this Agreement, or because of the Village's execution or attempted execution, or because of any breach hereof.
33. No Liability of Funding Agencies. IDOT, the FTA and any other governmental agencies providing funding to pay all or a portion of the Contract Sum will not be subject to any obligations or liabilities by or to the Consultant or Consultant Related Parties in connection with the Services, notwithstanding any concurrence in the retention or solicitation of the Consultant or Consultant Related Parties
34. Developments and Intellectual Property Rights.
 1. All concepts, works, information, data, computer programs and other ideas and materials developed, invented, prepared or discovered by the Consultant or any of its employees, agents or Consultant Related Parties, either alone or in collaboration with others, which relate to the actual or anticipated activities, business or research of the Village, which result from or are suggested by the Services or any other work the Consultant or the Consultant Related Parties may do for the Village, or which result from use of the Village's premises or property (collectively, the "Developments") and any trademark, trade secret, copyright, patent, common law right, title or slogan or any other proprietary right ("Proprietary Rights") in such Developments will be the sole property of the Village, and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding). The Consultant hereby assigns (and agrees to cause all Consultant Related Parties to assign) to the Village, and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)) the Consultant 's (or the Consultant Related Parties') entire right and interest in any such Development, and will execute (or cause the Consultant Related Parties to execute) any documents in connection therewith that the Village may reasonably request; provided that to the fullest extent permissible by applicable Law, any and all copyrightable aspects of the Developments will be considered "works made for hire." The Consultant agrees to enter into agreements with all of its Consultant Related Parties necessary to establish the Village's ownership in the Developments (and the ownership in the Developments of IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such

funding)), and the Consultant agrees to provide the Village with copies of such agreements if requested by the Village. The foregoing does not apply to any inventions that the Consultant made prior to the Consultant's retention by the Village, or to any inventions that the Consultant develops without using any of the Village's equipment, supplies, facilities or Confidential Information and that do not relate to the Services or the Village's business or research, or the Services the Consultant performs for the Village. The Consultant hereby grants to the Village (and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)) a perpetual, irrevocable, worldwide, non-exclusive right and license, with the right to sublicense, to use all materials, software, technology, data or other goods or services, that are not Developments but that are required to use fully and completely the Developments. The Consultant will provide to the Village materials that are not Developments only to the extent the Consultant has the right to make the foregoing license.

2. This Agreement will not preclude the Consultant from using its general knowledge, skills and experience for its other clients, provided that the Consultant does not use in connection therewith any Developments or Confidential Information
3. At all times during the term of this Agreement, upon request from the Village and upon termination or expiration of this Agreement, the Consultant will immediately provide to the Village the then-current version of any Developments in the Consultant's possession, indexed and arranged to the satisfaction of the Village.

35. **Joint and Several Liability.** In the event that the Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by the Consultant will be the joint and several obligation and undertaking of each such individual or other legal entity.

36. **No Waiver** No course of dealing or failure of the Village and/or the Consultant to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition or other term, right or condition of this Agreement. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

CONSULTANT: Cordogan Clark and Associates, Inc.

VILLAGE OF ORLAND PARK

By: E-SIGNED by Brian Kronewitter, AIA, DBIA
on 2022-03-30 14:26:30 GMT

By: E-SIGNED by George Koczwarra
on 2022-03-30 15:33:48 GMT

Name: Brian Kronewitter, AIA, DBIA

Name: George Koczwarra

Its Executive Vice President and Authorized Agent

Title: Village Manager

<u>EXHIBIT A</u> [ATTACH] Scope of Work as set forth in Consultant's Proposal(s)
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<u>EXHIBIT B</u> [ATTACH IF REQUIRED] Schedule of Fees
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REQUEST FOR QUALIFICATIONS #22-004

VILLAGE OF ORLAND PARK

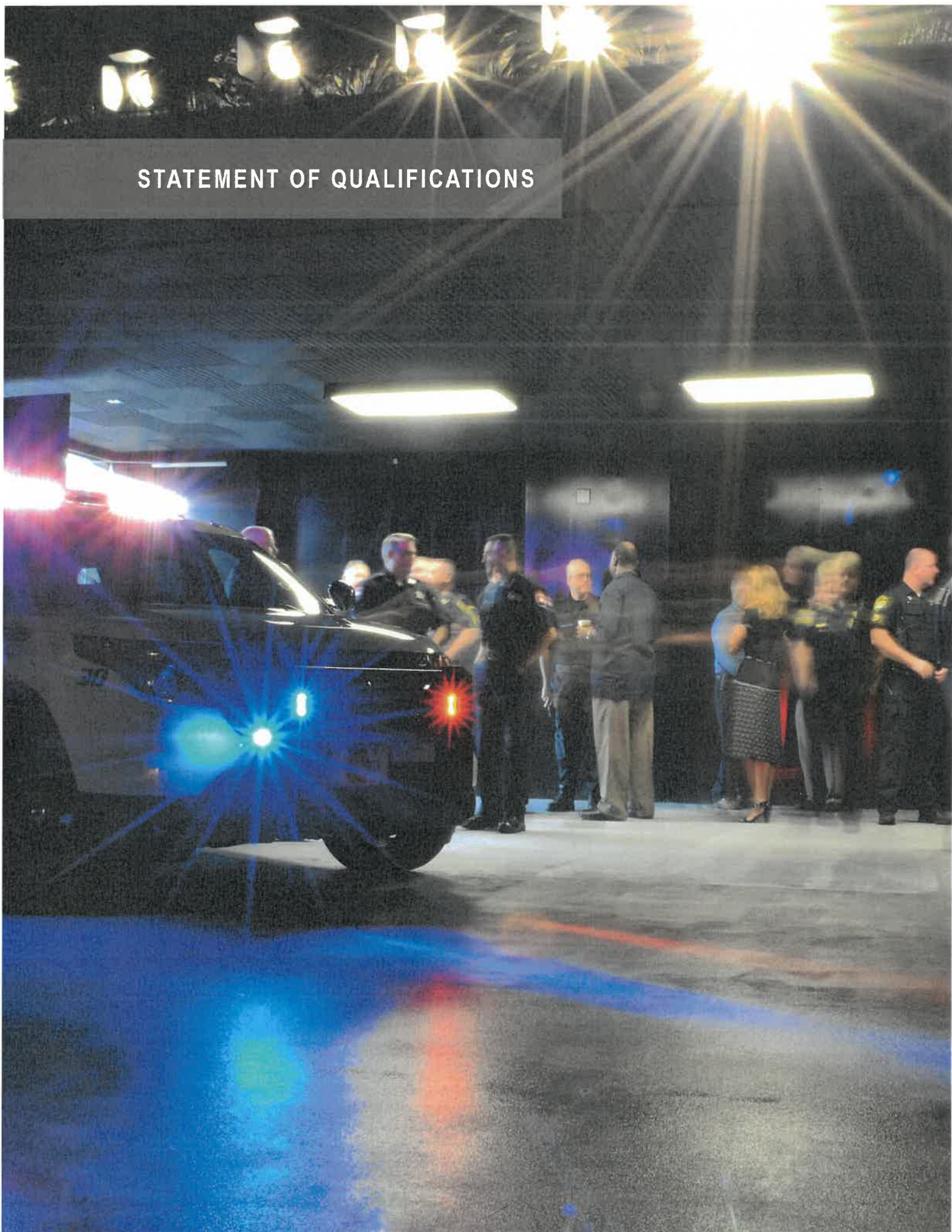
February 17, 2022





I	STATEMENT OF QUALIFICATIONS
II	STAFF QUALIFICATIONS
II	COMPANY EXPERIENCE
IV	OPERATING HISTORY
V	QUALITY ASSURANCE/QUALITY CONTROL
VI	PAST EXPERIENCE
VII	REQUIRED FORMS

STATEMENT OF QUALIFICATIONS



February 17, 2022

Office of the Village Clerk
2ND Floor
14700 S. Ravinia Avenue
Orland Park, IL 60462

RE: Request for Qualifications #22-004 Professional MEP and Architectural Services

Dear Selection Committee,

We are pleased to present our qualifications to the Village of Orland Park to be considered as the Village's Architect and Engineer to assist with Village facility projects on an as-needed basis. We believe our team will be an excellent partner for the Village and any future projects. We are eager to provide the Village of Orland Park with the highest caliber professional design and engineering services at the best value. The Cordogan Clark Team is client focused and committed to these projects, with professionals ready to start immediately and remain focused through completion. We love what we do, are dedicated to our clients, and focus on providing cost-effective and practical solutions that create aesthetically pleasing, functional environments.

Cordogan Clark is a full-service firm of more than 100 architectural, engineering, and construction management professionals dedicated to excellence. We regularly provide a full range of design services including facilities assessment, master planning, feasibility studies, programming, space planning and interior design, renovations, MEP engineering, ADA and Life/Safety analysis and implementation, construction administration, construction estimating and construction management. We can provide: Architectural, Mechanical, Electrical, Plumbing, Fire Protection Engineering and Structural Engineering services – all in house.

This is exactly the type of work our team excels in, and we look forward to the opportunity and would be honored to partner with the Village of Orland Park. Please do not hesitate to contact us if we can assist your efforts in any way. Thank you for your consideration of our qualifications. If you have any questions regarding our team or this proposal, please contact Brian at 630-209-7525 or bkronewitter@cordoganclark.com.

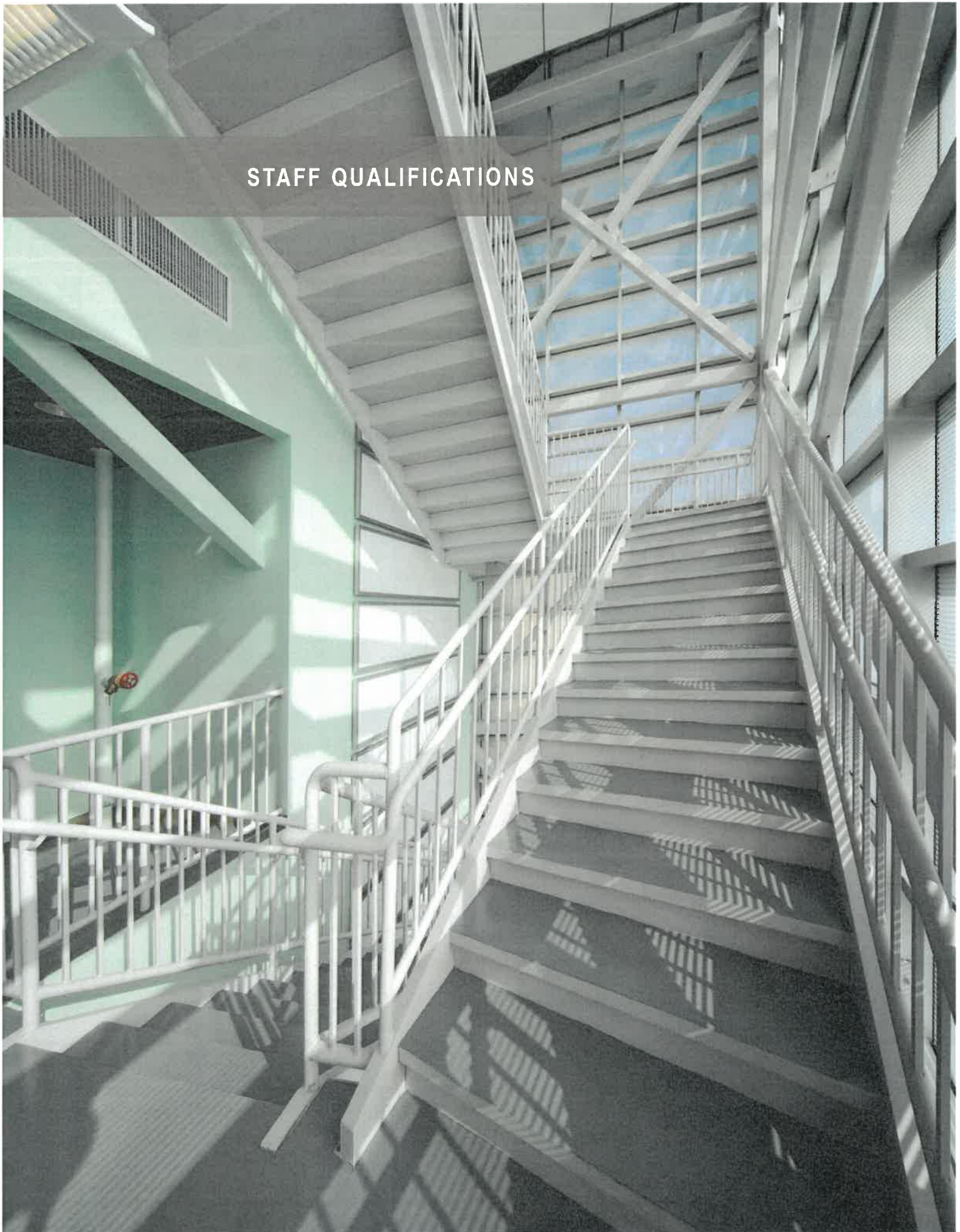
Respectfully submitted,

Cordogan Clark



Brian Kronewitter, AIA, DBIA
Executive Vice President

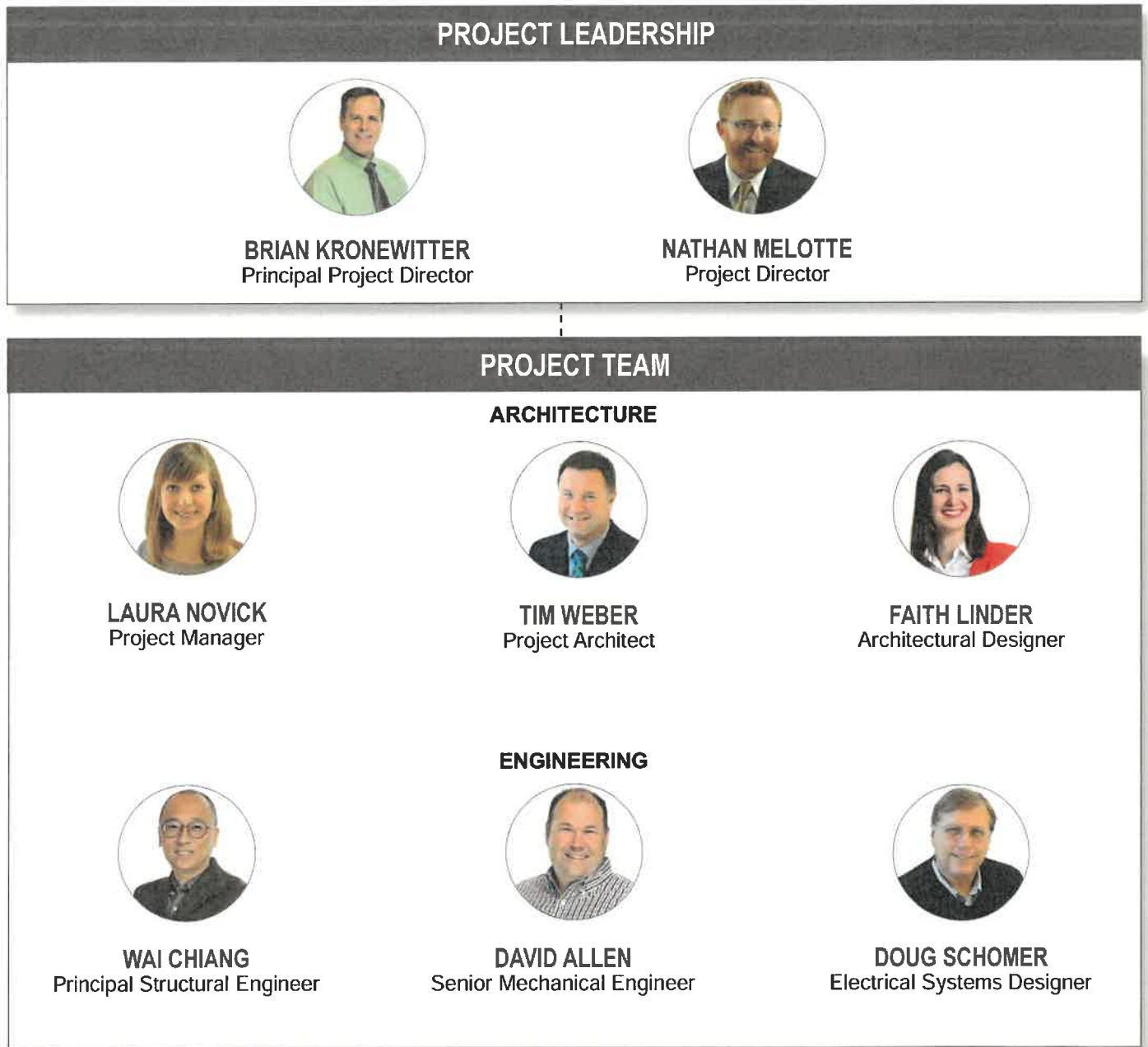
STAFF QUALIFICATIONS



It is the intent of the Village to award a contract only to a Proposer who furnishes satisfactory evidence that they possess the requisite experience, knowledge, ability, equipment, staffing, and sufficient capital and facilities to perform the work successfully and within the specified time. To be considered for the selection, a Proposer must meet minimum experience requirements specified below.

The team we have assembled represents the level of effectiveness and efficiency that is needed for this project. In no other team will you find this balance of project understanding, alignment of skills and collaborative initiative for your project. Our highly experienced team members are committed to working collaboratively with the Village of Orland Park.

Please see below for an organizational chart of the proposed team. Detailed resumes can be found on the following pages.





BRIAN KRONEWITTER, AIA, DBIA

PRINCIPAL PROJECT DIRECTOR

Brian Kronewitter is a Principal and Executive Vice President for the Cordogan Clark Group and leads the firm's Project Development and Construction Division along with managing key client relationships. Client focused, Brian establishes a partnership with clients to maximize project scope, program and scope objectives, ensuring client satisfaction, and providing sound design and budget advice. Brian has over thirty years' experience in the design and construction industry in various leadership capacities. This experience includes providing Architectural, Construction Management, and Design-Build management services in the public and private sectors with significant experience in the K-12, higher education and public sector / municipal facilities markets. Additionally, Brian has been actively involved in numerous professional organizations, has been on the NEI - AIA Board of Directors and currently is in his second term on the Naperville Building Review Board. Brian received a Bachelor of Architecture and a Bachelor of Science in Environmental Design from Ball State University in Muncie, Indiana. He is a licensed architect in Illinois and Ohio, and a member of the Design Build Institute of America and the American Institute of Architects.

EDUCATION

Bachelor of Architecture
Ball State University

Bachelor of Science in
Environmental Design
Ball State University

REGISTRATIONS & CERTIFICATIONS

Licensed Architect:
Illinois, Ohio

PROFESSIONAL AFFILIATIONS

American Institute of Architecture,
Board of Directors

Design-Build Institute of America,
Education & Legislative Committee

ILCMA, Committee Member

Society for College &
University Illinois Library Association

Illinois Parks &
Recreation Association

Illinois Community College CFO's
Illinois Municipal League

Will City Government League

DuPage Mayors & Managers

RELEVANT EXPERIENCE

- Village of Schaumburg, Prairie Arts Center Revitalization and Addition
- Village of Schaumburg, Task Architect
- Kane County, Multi-Use Facility
- Kane County, Adult Justice Facility
- Kane County, Regional Training Center
- Kane County, Diagnostic Center
- Kane County, Sheriff's Headquarters
- Kane County, Municipal Buildings Assessments
- Kane County, Justice Center Renovations
- Village of Oak Park, New Public Works Center
- City of Delafield, Public Safety & Library Complex
- Village of Glenview, Task Architect
- Will County, Coroner & Recorder of Deeds Building
- Will County, Sheriff's Office 1st Midwest Renovation
- Will County, Sheriff's Office Space Planning
- Lake County, Courthouse Renovation
- Lake County, Central Permit Facility
- DuPage County Forest Preserve, St. James Farm
- Village of Tinley Park, Fire Station Renovations
- Village of Shorewood, New Village Hall



NATHAN MELOTTE, AIA

PROJECT DIRECTOR

EDUCATION

Master of Architecture,
University of Illinois at
Urbana-Champaign

Bachelor of Science of Architectural
Studies, University of Illinois at
Urbana-Champaign

Ecole d'Architecture
Versailles, France

REGISTRATIONS & CERTIFICATIONS

Registered Architect: Illinois

PROFESSIONAL AFFILIATIONS

Professional Development Mentor
High School Architectural
Outreach Participant

Since joining the firm in 2002, Nathan has developed into a leader for the Chicago office of Cordogan Clark. In that time, he has managed a wide range of significant projects including athletic field houses, commercial developments, community master planning, and multi-family residential projects. For the past 15 years, Nathan has been focused on educational work including K-12 and Higher Education. He has served as the Architectural Project Manager for higher education clients such as the University of Illinois, Urbana-Champaign, the University of Chicago, The School of the Art Institute of Chicago and the College of Lake County on a diverse portfolio of project types. These range from interior renovations and accessibility modifications to exterior repairs and additions. Nathan has also been Cordogan Clark's lead Architect for K-12 education in the Chicago office. In that role, he has served several school districts including two, the Chicago Public Schools District and Argo Community School District #217, in which he has been the Project Manager for the last 13 years. Nathan has successfully completed several renovations and additions over the past and is currently working on a two year project that includes eleven new state-of-the-art science labs; a new commercial kitchen classroom facility; and renovation of over forty classrooms. In addition to his standard architectural services, he has also provided several services for the district including facility utilization analysis, program development and FF&E presentations.

Nathan's commitment to service is an important part of his skill set. His attention to details and ability to clarify complex issues enables the firm to develop and maintain positive working relationships with his clients. His passion for education and related design started when he was working as a Teaching Assistant for the Architectural Design Program at UIUC and continues to this day. He has been actively involved in outreach programs to introduce the profession to high school students and works closely with younger staff to help them along on their path to licensure. This focus, combined with his interest in improving educational environments, has made Nathan a valuable leader of the firm's educational design team.

RELEVANT EXPERIENCE

- City of Chicago, 41st and 43rd Street Pedestrian Bridges
- Village of Glenview, Metra Station Renovations
- Village of Glenview, Project Planning Assessments
- Village of Schaumburg, Public Safety Building Evidence Storage Expansion
- Village of Schaumburg, Public Safety Building Firing Range Renovation
- Village of Schaumburg, Prairie Center for the Arts Master Planning
- Norridge Park District, East Center Renovation
- Argo Community High School District 217, Auditorium Renovation Programming
- Argo Community High School District 217, Science Wing Modernization
- Argo Community High School District 217, Student Commons
- Argo Community High School District 217, Original Façade Restoration
- Argo Community High School District, 217, Building Trades Renovation
- Argo Community High School District 217, District Architect, Multiple Infrastructure Projects
- University of Illinois at Urbana-Champaign, Public Safety Building Feasibility Study
- University of Illinois at Urbana-Champaign, Huff Hall Accessibility Improvements
- University of Illinois at Urbana-Champaign, North Campus Parking Deck USGS Addition and Parking Renovation
- University of Illinois at Urbana-Champaign, School of Labor & Employment Relations – Classroom Addition
- University of Illinois at Springfield, Public Safety Building
- University of Chicago, Task Architect; Multiple Modernization & Renovation Projects





LAURA NOVICK, RA

PROJECT MANAGER

Laura joined Cordogan Clark in 2007, beginning her career working on design and plan development for one of the firm's high-profile municipal projects, the 41st and 43rd Street Pedestrian Bridges in Chicago. Finally completed in 2018, the 41st Street Bridge spans Lake Shore Drive to link the city's south side neighborhoods with the city's lakefront park. She has since managed a variety of significant new construction and renovation projects, including the multi-phase renovation of one of Chicago's oldest high schools, Lake View High, and several multi-family housing projects in the Chicago-land area. She provides insightful design and planning solutions as well as technical construction detailing and structural design.

EDUCATION

Master of Architecture, University of Illinois at Urbana-Champaign

Bachelor of Science in Architectural Studies, University of Illinois at Urbana-Champaign
Highest Honors, Bronze Tablet Award

Over the years, Laura has gained experience in a broad variety of building types; commercial, municipal, residential, institutional, religious, and mixed-use. She has been responsible for and managed all phases of the architectural process, including schematic and design drawings, production and coordination of construction documents, and project representation during the construction administration phase. Laura's combination of design and technical skills helps ensure projects are well coordinated and that project objectives are met.

CERTIFICATIONS

Licensed Architect: Illinois

Laura received both her Master of Architecture and her Bachelor of Science in Architectural Studies from the University of Illinois – Urbana Champaign. She is an Illinois Registered Architect.

RELEVANT EXPERIENCE

- City of Aurora, Aurora Police Department
- City of Chicago 41st and 43rd Street Pedestrian Bridges
- City of Glenview, Task Work
- Westmont Village Apartments Clubhouse, Westmont
- 5150 Northwest Highway, Chicago
- Cleland Place Apartments, Wilmette
- Heart's Place Apartments, Arlington Heights
- Spruce Village Apartments, Palatine
- Indiana Avenue Apartments, Chicago
- Milwaukee Avenue Apartments, Chicago
- X Chicago Apartments, Chicago
- Lisle House, Lisle
- Batavia House, Batavia
- Brookridge Apartments, Bloomington



TIM WEBER, BEC, LEED AP BD+C PROJECT ARCHITECT

As Project Architect for a variety of projects, including restoration, higher education, municipal, financial, commercial, and religious, Tim has proven his ability to develop a sophisticated program, provide LEED Analysis, and successfully carry it from schematic design through to final punch-list. His attention to detail and knowledge of spatial relationships enable him to create pleasing spaces that satisfy the needs and wants of the owner while his understanding of building science, codes, ordinances and standard building practices for a variety of construction types allow him to accomplish this efficiently and effectively.

EDUCATION

Master of Architecture, University of Illinois at Urbana-Champaign

Bachelor of Science of Architectural Studies with Certificate in Urban Planning, University of Wisconsin-Milwaukee

REGISTRATIONS & CERTIFICATIONS

LEED Accredited Professional

NCARB

Licensed Architect: Illinois

PROFESSIONAL AFFILIATIONS

National Institute of Building Sciences

Building Enclosure Technology and Environment Council

Building Enclosure Council

His active involvements in organizations like the Building Enclosure Technology and Environment Council (BETEC) and the Building Enclosure Council (BEC-Chicago), which guide the construction industry in proper application of the latest in building science knowledge, allow him to ensure cost effective, high-performing, and durable building enclosures in both new and renovation work.

RELEVANT EXPERIENCE

- Kane County, Historic Kane City Courthouse Parapet Repair
- Kane County, Historic Third Street School Building Assessment
- Huntley Fire Station #1
- Huntley Fire Station #5
- City of Naperville, Fire Station #9
- Village of Sugar Grove, Fire Stations (6)
- Village of Sugar Grove, Police Station (Silver Level LEED)
- Fermilab, FCC Precast Repair
- Fermilab FCC2, Data Center Renovation
- Fermilab HACC, Data Center Renovation
- Fermilab MuOn
- Plum Landing Retirement Center, Exterior Restoration
- Devon Bank, Wheeling Branch (LEED Gold)
- Northern Illinois University, Gilbert Hall Renovation
- Northern Illinois University, Cole Hall
- Northern Illinois University, Holmes Student Center College Grind Renovation
- Illinois State University, Watterson Towers Renovation
- Illinois State University, Watterson Towers Window Replacement
- Illinois State University, Watterson Commons Exterior Restoration
- Illinois State University, Old Union Exterior Restoration
- Waubensee Community College, Field House



FAITH LINDER

ARCHITECTURAL DESIGNER

Faith Lindner joined Cordogan Clark in 2018 and participates in client and project management meetings from schematic design through construction. She contributes to creating the construction drawing sets and written specifications to comply with local regulations, and evaluating the design opportunities and constraints for projects.

Faith is passionate about education and civic engagement. She is an advocate for advancing the status of women in Architecture and related professions, and empowering young students to affect change in their community through design.

EDUCATION

Master of Architecture,
Graduate Certificate in
Public Interest Design,
Portland State University

Danish Institute for Study Abroad,
Copenhagen, Denmark

Bachelor of Science in Architecture
Sustainability Studies Minor
University of Minnesota

PROFESSIONAL AFFILIATIONS

Executive Committee,
Chicago Women in Architecture

Mentor, Project Pipeline,
Summer Camp, I-NOMA

During her graduate studies, Faith investigated design practices that address the growing needs of underserved communities, including a transitional housing community for houseless women in Portland and a cultural center design-build in Ecuador following an earthquake. Her Master's Thesis explored the development of modular business incubators in Chicago's South Side and aligns with her belief that architecture is an agent of change.

RELEVANT EXPERIENCE

- City of Glenview, Metra Station
- City of Glenview, Public Works Building
- Spruce Village, Palatine, Illinois
- Larkin Place Affordable Housing
- Hearts Place, Arlington Heights, Illinois
- Jefferson Park, Mixed-Use Chicago Development
- 15th Street Apartments, Dubuque, Iowa
- Alder Place, East Chicago, Indiana
- Summit Park, Kalamazoo, Michigan
- Torrence Place, Lansing, Illinois





WAI CHIANG, S.E., P.E.

PRINCIPAL STRUCTURAL ENGINEER

Wai Chiang, S.E. is currently a registered structural engineer in State of Illinois and a registered professional engineer in multiple states. Wai has accumulated extensive structural design background in schools, municipal facilities, industrial warehouses, retail buildings, theaters, condominiums, equipment supporting platforms, telecommunication towers, single family residences and mid to high-rise mixed-use buildings from 14 to 40 stories in height. He leads teams and remains involved from the conceptual development all the way to completion with detailed coordination and communication throughout the process.

EDUCATION

Master of Science in Civil Engineering, University of Illinois at Chicago

Bachelor of Science in Civil Engineering, University of Illinois at Chicago

In addition to the design experience, Wai is also an experienced forensic engineer who had investigated hundreds of cases related to structural failures, building envelopes, fire / moisture damage, catastrophes, foundation movements, construction accidents, defects, design errors, construction induced vibrations and etc. He had served as an expert witness in trials and given presentations on various forensic engineering topics to the legal, insurance and engineering industries.

REGISTRATIONS & CERTIFICATIONS

Licensed Structural Engineer: Illinois

Registered Professional Engineer: Iowa, Louisiana, Michigan, Minnesota, Mississippi, New York, Tennessee, Wisconsin

RELEVANT EXPERIENCE

- Kane County, Multi-Use Facility
- Kane County, Building Assessment
- City of Glenview, Task Architect
- Oswegoland Park District, Prairie Point Pavilion
- Oswegoland Park District, Fox Bend Golf Course Deck Replacement
- Forest Preserve District of DuPage County, St. James Farm
- City of Aurora, Aurora Public Library
- Fox Valley Park District, Prisco Community Center Renovation
- Aurora University, Entrance
- Norridge Park District, Renovations
- City of Chicago, 41st Street Pedestrian Bridge
- McCormick Place West Convention Center, Chicago, IL, Expansion
- 1555 S Wabash Condominium, Chicago, IL
- Market Street West Condominium, Willow Springs, IL
- Chicago Family Health Center, Chicago, IL, Healthcare Facility Expansion
- Larry Roesch Chrysler Dodge Jeep, Elmhurst, IL, Renovation & Expansion
- Waubensee Community College, Nursing School Remodel
- Wheaton College, North Harrison Hall Renovation



DAVID ALLEN, P.E., LEED AP

SENIOR MECHANICAL ENGINEER

David is responsible for the implementation of all mechanical engineering design and coordination from schematic design through the completion of construction documents and final installation. His responsibilities include the establishment and monitoring of project budgets and schedules; value engineering; coordination of project trades; specification of project equipment and materials, as well as, preparation of specification documents.

David is directly involved in the mechanical systems design, development and coordination of every project the firm manages. His experience includes the design and renovation of building mechanical systems for a wide variety of user groups including municipal, educational, financial, commercial, medical, residential, institutional and industrial.

David brings to each project the ability to work well within a team structure and adept at creating good working relationships with all professionals associated with the project.

EDUCATION

Bachelor of Science in Mechanical Engineering, Southern Illinois University

Associate Degree in Science, Joliet Junior College

REGISTRATIONS & CERTIFICATIONS

Licensed Professional Engineer

Certified to use Carrier Energy Simulation Software for LEED Projects

LEED Accredited Professional

PROFESSIONAL AFFILIATIONS

National Fire Protection Association

American Society of Heating, Refrigerating and Air Conditioning Engineers

RELEVANT EXPERIENCE

- Kane County, Multi-Use Facility
- Kane County, Municipal Buildings Assessment
- Will County, Coroner & Recorder of Deeds Building Renovation
- Will County, Sheriff Office Space Planning Kane County, Courthouse Renovations
- City of Aurora, Police & Public Safety Headquarters
- Aurora Public Library
- Village of Sugar Grove, Fire Station #2
- Naperville Municipal Building, Cooling Towers Replacement
- Fox Valley Park District, Prisco Community Center Addition and Renovation
- Aurora University, New Dormitory & Alumni Hall Addition
- University of Chicago, Task Architect
- Argo Community High School, Facility Master Planning
- Argo Community High School, Multiple Infrastructure Projects
- Kishwaukee Family YMCA
- Greenleaf Manor
- Chicago Public Schools, Infrastructure Project



DOUG SCHOMER, LEED AP **ELECTRICAL SYSTEMS DESIGNER**

With nearly 40 years of experience, Doug is a veteran of a diverse range of electrical design, management, and installation projects. He has direct knowledge of electrical construction methods and materials especially in the execution of lighting and power applications. His knowledge also extends to low voltage systems such as fire alarm and voice / data systems and infrastructure LAN and wireless networking. His working knowledge of local codes and AHJ expectations help expedite the permit process.

EDUCATION

Certificate of Completion, Electrical
Apprentice, Waubensee Community
College & IBEW

REGISTRATIONS & CERTIFICATIONS

LEED Accredited Professional

Registered Energy Professional,
Chicago Dept. of Buildings

PROFESSIONAL AFFILIATIONS

National Fire Protection Association

Illuminating Society of North America

International Brotherhood of
Electrical Workers, Local 461

Doug has been directly involved in the electrical systems design, development and coordination of every project the firm has managed.

He brings to each project the ability to work well within a team structure and works hard to create good working relationships with all professionals associated with the work. His pragmatic approach has been successful in a broad range of educational, recreational, public, residential, financial and both light and heavy industrial projects.

Doug has been involved with all the firm's projects from the application of fire and communications systems, sustainable lighting to the installation of new technology systems for 100 year old buildings to new state-of-the-art facilities.

RELEVANT EXPERIENCE

- Kane County, Courthouse Renovations
- Kane County, Municipal Buildings Assessment
- Kane County Clerk Facility, Addition and Renovation
- Will County, Coroner & Recorder of Deeds Building Renovation
- Will County, Sheriff Office Space Planning
- City of Aurora, Police & Public Safety Headquarters
- City of Aurora, Civic Center
- City of Naperville, Municipal Building
- Village of Sugar Grove, Public Works Facility
- Village of Sugar Grove, Fire Station #2
- Village of Sugar Grove, Public Library
- Naperville Park District, Community Center Renovation
- Naperville, Fire Station #9
- Naperville, Municipal Building
- Naperville, Police Station
- Fox Valley Park District, Prisco Community Center Addition and Renovation
- Argo Community High School, Facility Master Planning
- Argo Community High School, Multiple Infrastructure Projects
- Chicago Public Schools, Infrastructure Project
- Illinois State Highway Toll Authority Oases Redevelopment
- Aurora Public Library





COMPANY EXPERIENCE

Describe the experience of the company and your involvement in projects of similar size and scope. Include the names of at least three (3) references and provide address and telephone information for each reference. The vendors grant the Village permission to contact said references and ask questions regarding prior work performance.

KANE COUNTY

Mark Smith, Director of Capital and Special Projects
719 South Batavia Avenue
Geneva, Illinois 60134
224.760.5271
smithmarcus@co.kane.il.us

- New Multi-Use Facility
- Clerk's Office
- Adult Correctional Facility
- Public Works Remodel
- Regional Training Center
- Clerk's Office

CITY OF AURORA

Richard Irvin, Mayor
44 East Downers Place
Aurora, Illinois 60506
630.844.3612

- Fire Station 5
- Fire Station 9
- Fire Station 10
- Fire Station 12
- Police & Public Safety Headquarters
- Master Plan and Space Needs

VILLAGE OF GLENVIEW

Chris Clark, Project Manager
1225 Waukegan Road
Glenview, Illinois 60025
847.901.6074

- Village Hall and PSB Interior Renovations
- Facility Services Building and Yard Renovation Programming
- Facility Services Building Interior HVAC Improvements Feasibility
- Metra Station Office and Café Renovations
- Metra Station Exterior Door Renovations

HUNTLEY FIRE PROTECTION DISTRICT

Scott Ravagnie, Fire Chief
11808 Coral Street, #1
Huntley, Illinois 60142
847.669.2995

- Fire Station 1
- Fire Station 5

VILLAGE OF SCHAUMBURG

Amanda Stuber
Facilities Project Manager
714 South Plum Road
Schuamburg, Illinois 60193
847.895.4500

- Prairie Arts Center Revitalization
- Pilot Pete's Outdoor Deck Addition
- Gun Range
- Public Safety Building Renovations
- Architectural Retainer - Ongoing

VILLAGE OF TINLEY PARK

John Urbanski
Public Works Director
7980 West 183rd Street
Tinley Park, Illinois 60477
708.444.5500

- Oak Park Avenue Metra Station Warming Building
- Fire Station #2
- Public Safety Building



All Proposers must submit written documentation with their proposal demonstrating one or more of the following qualifications / capabilities: Site investigation, pre-design and existing conditions studies, architectural design, construction and bid documents, constructibility review and evaluation, bid review, estimating, technical design reviews, procurement support, submittal and shop drawing review/approval, record drawings, construction site inspections, IECC required commissioning services, testing and balancing and close-out documentation.



KANE COUNTY MULTI-USE FACILITY ST. CHARLES, ILLINOIS

The new Kane County Multi-Use Facility and Coroner's Office on the Kane County Judicial Center campus is a state-of-the-art facility designed for decades of intense use. The building houses the state-of-the-art Kane County Coroner's Office and Morgue facilities; Kane County Sheriff's Fleet Maintenance Space; Office of Emergency Management (OEM) fleet, storage, training and support facilities; the Kane County Building Management offices, shops; salt storage dome, fueling station, and fleet storage; and a County-wide Records Storage space. Catastrophe training is also conducted at the new 58,000 square foot building. This facility provides the Coroner's Office with a modern, 21st century design that will serve the County for the next 30 years. It also provides a centralized location for the County's emergency management equipment. Before, emergency equipment was spread throughout the County, creating longer response times. Housing it in one location lets emergency personnel meet at a central location, resulting in more rapid response times.

CLIENT

Kane County Board Office
Mark Smith, Director of Capital
and Special Projects
719 South Batavia Avenue
Geneva, Illinois 60134
224.760.5271
smithmarcus@co.kane.il.us

PROJECT SIZE

56,000 SF

COST

\$13.3M





CITY HALL AND POLICE HEADQUARTERS YORKVILLE, ILLINOIS

Cordogan Clark aided the City of Yorkville in performing a structural evaluation on an existing building as due diligence in a property acquisition process. The City considered using the building as offices and operational spaces for the Police Department. Cordogan Clark was retained to evaluate the structural condition of the main building and shed as well as the adequacy of them to be utilized as an essential facility.

After acquiring the office building, the City of Yorkville commissioned Cordogan Clark to assist with a Facility Space Needs Assessment and Conceptual Test Space Planning for the Police Department, City Hall, and Park as well as a Recreation Department and Day Care component. In addition, Cordogan Clark will also prepare concept blocking plans and a Project Budget Analysis to reflect current conditions in the construction market.

CLIENT

Bart Olson, City Manager
800 Game Farm Road
Yorkville, Illinois 60560
630.553.8537
bolson@yorkville.il.us

PROJECT SIZE

43,000 GSF

COST

\$9.7M





POLICE & PUBLIC SAFETY HEADQUARTERS AURORA, ILLINOIS

The design for the Aurora Police Headquarters and Branch Courts features state-of-the-art technology, substantial increases in the amount of physical space, and sustainable, LEED Gold Certified architecture.

The City's Public Safety Complex features energy efficient and sustainable technologies throughout the 360,000 square foot complex with the help of a \$135,000 grant from the Illinois Clean Energy Community Foundation. The facility is LEED BD+C Gold Certified.

The new complex includes:

- Firearms Proficiency Range
- 41,000 S.F. Training & Support Facility with Evidence Storages and Forensic Laboratories
- 154,000 S.F. Police Headquarters, Branch Court & 911 Communication Center
- 545-Space Secured 2-Level Parking Deck
- 218-space Public Parking Lot
- 2-acre Wetland / Detention Pond
- Photovoltaic Technology and Vegetated Roof
- On-site Renewable Energy

CLIENT

Richard Irving, Mayor
44 East Downers Place
Aurora, Illinois 60506
630.844.3612
mayorsoffice@aurora-il.org

PROJECT SIZE

360,000 SF

COST

\$65M



The Police Headquarters is classified as a "green" building due to its incorporation of on-site renewable energy technologies and conservation techniques, optimized daylighting, water efficient landscaping, and technologies that reduce water use by 50%. Additional LEED design credits include: Fundamental Commissioning of the Building Energy Systems; Development Density & Community Connectivity; Alternative Transportation, Roof Heat Island Effect Mitigation; and Light Pollution Reduction.





KANE COUNTY TASK WORK

KANE COUNTY, ILLINOIS

Cordogan Clark is currently the Task Architect for Kane County and has been performing a variety of architectural improvements with Facilities Assessments including:

- Regional Training Center
- County Buildings Facility Condition Assessment Report
- Third Street Courthouse
 - New Elevator
 - CASA Office Renovation
 - ADA Renovations
 - Circuit Clerk Office Renovations
 - Boiler House Masonry Repairs & Foundation Underpinning
 - Masonry Parapet Restoration
 - Courtroom Renovations & HVAC Improvements
- Sixth Street School Demolition
- Juvenile Justice Center Renovations & New Chiller
- Sheriff & Jail HVAC Upgrades
- Justice Center New Cooling Tower & Elevator Modernization
- Kane County Diagnostics Center & County Clerk Renovations
- Kane County Branch Court & Circuit Clerk Building Re-Roofing Project
- Government Center - HVAC & Parking Lot Improvements
- Multi-Use Facility
- County-wide Indoor Air Quality Modernization
- Justice Center Boiler Plant Renovations (In Progress)
- Building A COVID Access Control (In Progress)

CLIENT

Kane County Board Office
 Mark Smith, Director of Capital
 and Special Projects
 719 South Batavia Avenue
 Geneva, Illinois 60134
 224.760.5271
 smithmarcus@co.kane.il.us

PROJECT SIZE

Varies

COST

Varies







KANE COUNTY JUVENILE JUSTICE CENTER COURTHOUSE NEEDS ASSESSMENT & MASTER PLAN

ST. CHARLES, ILLINOIS

Cordogan Clark worked with the Kane County 16th Judiciary to review the Court Needs for the Juvenile Justice Center (JJC) Building. A Juvenile Courts Master Plan was created by the team to explore opportunities to consolidate the Juvenile Court functions being housed at multiple County facilities into the JJC Building. One concept created included adding on to the existing building to expand SF to accommodate all of these Juvenile Court functions. Upon review of the master plan, it was determined that the preferred approach to expand the JJC Juvenile Courts functions within the budget parameters available to the client was to re-purpose underutilized space on the existing second floor and create a new Abuse & Neglect Juvenile Courtroom, renovate other spaces in the building to add office space for the State's Attorney Office, Public Defender Offices, expanded County Circuit Clerk's Office space, a new Judge's Chambers for the new Courtroom, Conference Space for CASA, Conference space on the 1st Floor for use by multiple users and to renovate lobby and waiting area with all new furniture and finishes. Cordogan Clark is providing architecture, engineering, interiors and construction management services on this \$1M project.

CLIENT

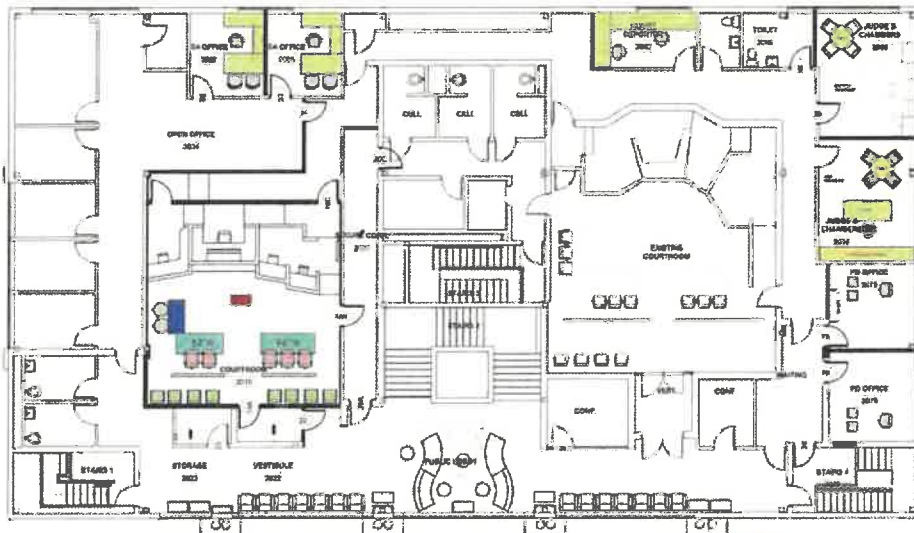
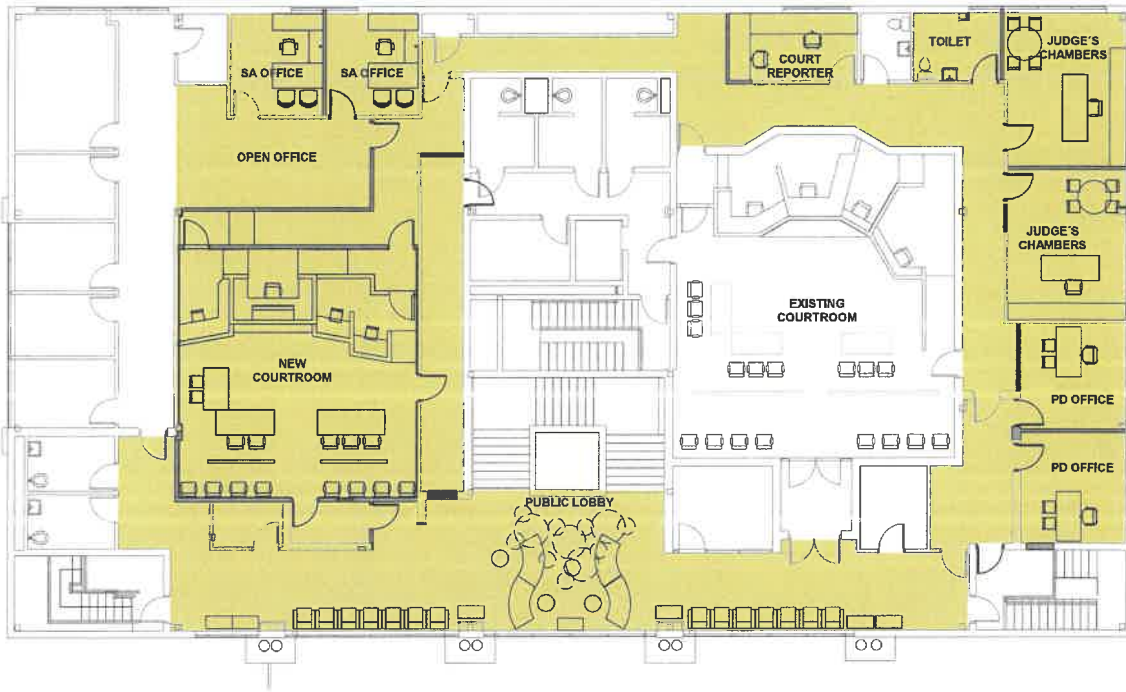
Kane County Board Office
Mark Smith, Director of Capital
and Special Projects
719 South Batavia Avenue
Geneva, Illinois 60134
224.760.5271
smithmarcus@co.kane.il.us

PROJECT SIZE

Varies

COST

Estimated \$1M

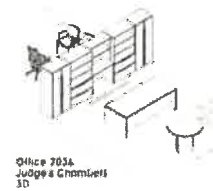


Judge Chambers 2036
100-cvss 400E (stair-noise)
34" Dsp 4" W Double Ped Desk
Open Bedcase w/
Lateral File 36" W 17"
30" W Cabinet (2) with
Open SOACs

Table 41" Round
(2039 & 2034)

1047 30"D Worksurface
w/ 4 pedestals

2032-2033
36x72" Desk, S/E/F
24x48" Return
24x72" File Credenza



Office 2034
Judge's Chambers
3D

- 

Trinity Langton
Low Back
Upholstered
Chair
(Courtroom)
- 

Trinity Edge
Side Chair
Upholstered Back Seat
Square Arm
Steel Frame
(Courtroom)
- 

Lacoste
Upholstered Task Chair
Mesh Back
(SA PD, Court Rep,
Courtroom)
- 

Lacoste
Shifter Guest Chair
Mesh Back
Upholstered Arms
(SA PD)
- 

Lacoste 400E
Worktop Table
36"D x 64"W x 30"H
36"D x 64"W x 30"H
Laminated Full Modesty
Chairmatron
- 

Lacoste 400E
Mobile Lectern
18"D x 34"W x 44"H
(Courtroom)
- 

Lacoste Duorum
Table 20x60"W
1-Leg
- 

Trinity Langton
High Back Chair
Arms, Upholstered
(2024)
- 

Trinity Edge
Guest Chair
Upholstered
Square Arms
(2024)



VILLAGE OF SCHAUMBURG TASK WORK & POLICE CENTER RENOVATION SCHAUMBURG, ILLINOIS

Cordogan Clark has had the privilege to work with the Village of Schaumburg on several planning and development projects. These projects have covered a range of work including firing range and evidence storage renovations to the Public Safety Building, forensic architectural studies of the Maintenance Storage building and expansion planning for the Prairie Center for the Arts. Each of these have presented unique challenges and opportunities to improve the existing assets of the Village of Schaumburg.

The Village approached Cordogan Clark with the request to make several renovations to the existing Public Safety Building. We were tasked with developing a plan for improving the ventilation and lighting systems of the existing 5 lane firing range to bring the space up to current industry standards while increasing the versatility of the firing range space for different firearms training situations. At the same time, we developed a planning sequence and design for temporarily relocating their entire evidence storage suite while the existing storage area was to be gutted and renovated. This work touches 10,000 SF of the existing building and includes the addition of a new ventilation system for biological evidence as well as a complete reorganization and layout for evidence processing and laboratory functions. The challenge for both projects was sequencing the work to allow the Police Department to remain fully operational during all phases of the work. We were also tasked with assisting the Village in analyzing several issues they were having with the high bay doors at the Maintenance Building facility. The doors were racking in their tracks and not operating correctly. With our in-house Architectural Forensics group, we were able to investigate the issue and develop a recommendation that would correct the issue without having to replace the existing doors or opening structure. This work helped identify a simple, low budget solution that could easily be implemented and save the Village a costly door and steel frame replacement project.

CLIENT

Amanda Stuber, Project Manager
714 South Plum Grove Road
Schaumburg, Illinois 60193
847.895.7100
astuber@schaumburg.com

PROJECT SIZE

Varies

COST

Varies



UNIVERSITY OF ILLINOIS AT SPRINGFIELD PUBLIC SAFETY BUILDING SPRINGFIELD, ILLINOIS

The new Public Safety Building was designed and bid as a CDB project in 2015 and the bids were within the allocated budget for the project. The State then put the project on hold later that year and the project remains on hold. The design includes a four-car sally port, a holding area, dispatch office, offices, locker rooms, interview and reporting rooms and evidence storage. The UIS campus has grown since it opened in the 1970s, largely as a commuter college, to include a police department that is now comprised of 15 officers and a chief. The new facility replaces the police station that is currently located in an old farmhouse that doesn't have storage space required by the Commission on the Accreditation of Law Enforcement Agencies, or enough space for an interrogation room or for handling bio-hazardous materials. This new facility is key as it allows the University to meet higher standards and serve the student body more effectively.

CLIENT

Charles Coderko, Director of Construction
One University Plaza, MS BSB 43,
Springfield, Illinois 62703
217.206.7375
ccode2@uis.edu

PROJECT SIZE

10,000 SF

COST

TBD (Project On Hold)



VILLAGE OF GLENVIEW TASK WORK GLENVIEW, ILLINOIS

Cordogan Clark has been working closely with the Village of Glenview since 2017 as a preferred AE vendor. During that time we have assisted the Village on several facility planning and Operation & Maintenance projects including forensic structural engineering, construction budgeting and project programming in addition to our standard AE services. We have worked on a range of facility types for the Village including their Village Hall and Public Safety Building, both Metra Railway Stations, the Facility Services Building and Yard area as well as the West Lake Water Reservoir. These projects have typically involved multiple stake holders as well as a range of complex components including existing construction failure assessment, multi-phased construction sequence planning and long range budget planning that have helped the Village prioritize their work to align with their budget and schedules.

- Village Hall and PSB Interior Renovations: 2018
- Facility Services Building and Yard Renovation Programming: 2019
- Facility Services Building Interior HVAC Improvements Feasibility: 2019
- Metra Station Office and Café Renovations: 2020
- Metra Station Exterior Door Renovations: 2020

CLIENT

Village of Glenview
Chris Clark, Project Manager
1225 Waukegan Road
Glenview, Illinois 60025
847.901.6074

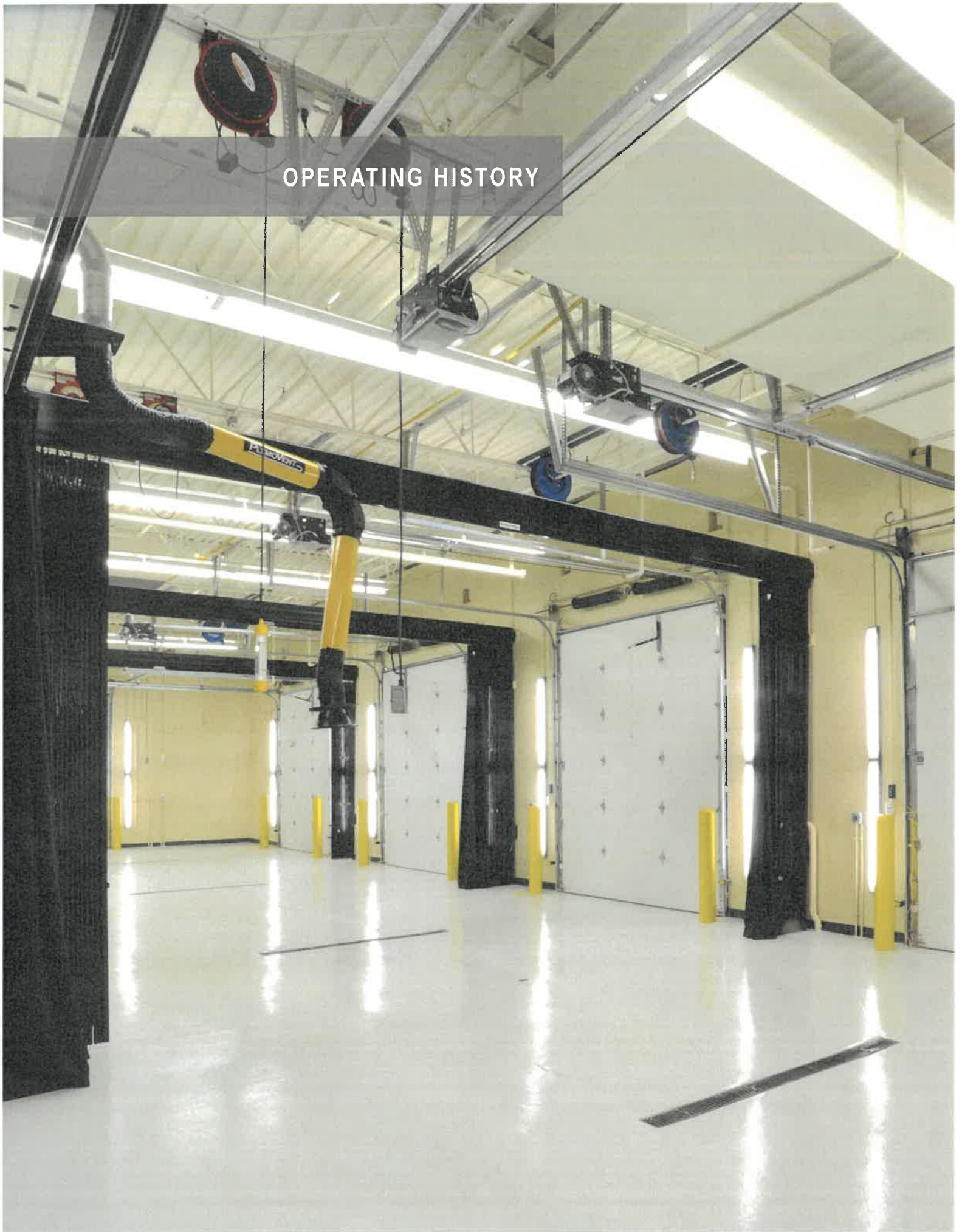
PROJECT SIZE

Varies

COST

Varies

OPERATING HISTORY



Provide background information on your company, including, but not limited to, the age of the business, and the number of employees that will permit the Village to determine the capability of the vendor to meet all contractual requirements.

FIRM DESCRIPTION

Cordogan Clark is a full service architectural, engineering, interiors, planning and construction firm of innovative professionals committed to excellence. We are passionate about our work, inspired by our clients and committed to providing exceptional service through integrated and sustainable design and construction solutions. We believe that the best projects arise from a collaborative journey of discovery and overcoming challenges with our clients that reveals insights and spurs innovation. Cordogan Clark has designed and built a wide variety of award-winning development projects of similar characteristics to the Village of Orland Park's scope of work and will utilize our practical, cost effective design and construction expertise.

Louis C. Cordogan, AIA, founded the firm in Chicago in 1951 and added a second office in Aurora, Illinois in 1968. John Cordogan, Managing Partner, joined the firm in 1973. The office incorporated the two locations in 1984 under the direction of Principals John Cordogan, AIA, and John Clark, AIA, to become Cordogan Clark & Associates. Since then, the firm has grown with over 100 professionals, six offices, Chicago, Aurora, Lafayette, Indiana, St. Louis, Missouri, Sawyer, Michigan, and Madrid, Spain. Each office works together and combines industry expertise and personal attention to deliver exemplary customer experiences and innovative high value services.

MAIN OFFICE

716 North Wells Street
Chicago, Illinois 60654
P : 312.943.7300
F : 312.943.4771

ORGANIZATION

Corporation

POINT-OF-CONTACT

Brian Kronewitter, AIA, DBIA
P: 630.209.7525
E: bkronewitter@cordoganclark.com

STAFFING

Architecture – 66
Mechanical Engineering - 4
Electrical Engineering - 2
Structural Engineering - 5
Project Development – 4
Construction Management - 13
Interior Design - 3
Technical Support Staff - 14

WEBSITE

www.cordoganclark.com

YEARS IN BUSINESS

71 Years

First Project

1951

100+

**Full - Time
Employees**

6

**Office
Locations**

You will get innovative professionals who are passionate about their work, inspired by their clients, and committed to providing excellent service.



INTEGRATED SERVICES



ARCHITECTURE

ENGINEERING

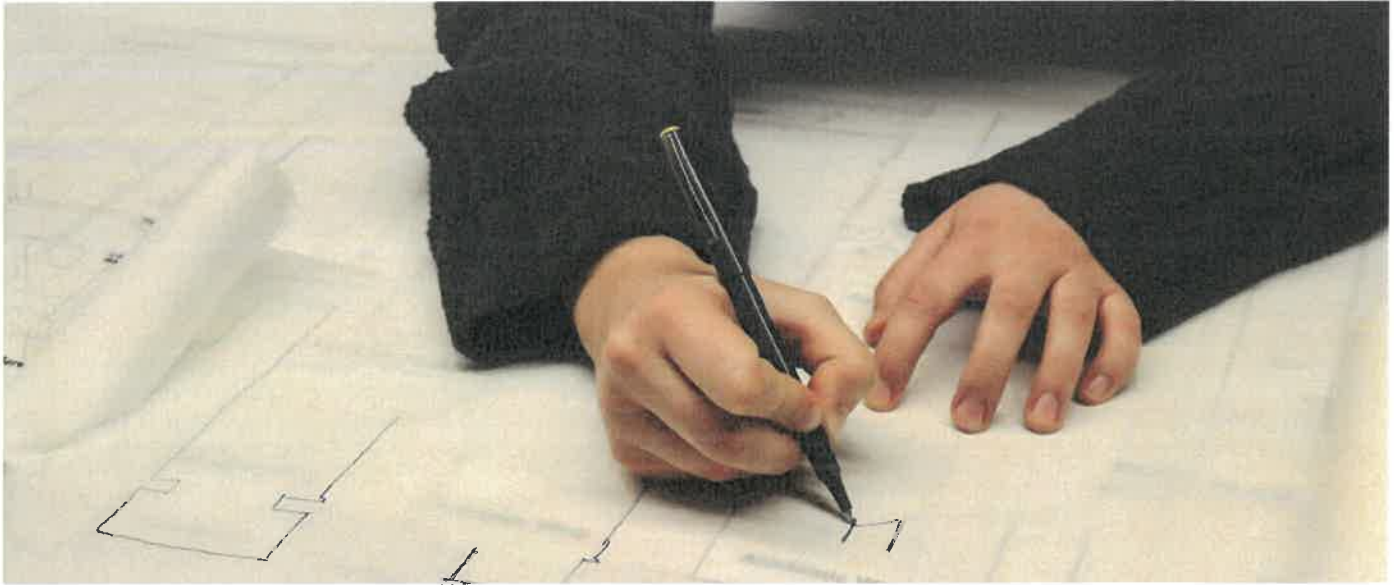
ORLAND PARK

PLANNING

COMPREHENSIVE CONSULTATION

INTERIOR DESIGN

CONSTRUCTION



INTEGRATED SERVICES PERFORMED IN-HOUSE

PLANNING

- Master Planning
- Site Planning
- Phased Development Planning
- Capacity Analysis
- Educational Space Planning

ARCHITECTURE

- New Construction
- Building Additions
- Renovations & Rehabilitations
- Sustainable / LEED Design

ENGINEERING

- MEP Engineering
- Structural Engineering
- Forensic Engineering
- Energy Modeling
- Renewable Energy Analysis
- Low Voltage Technology

INTERIOR DESIGN

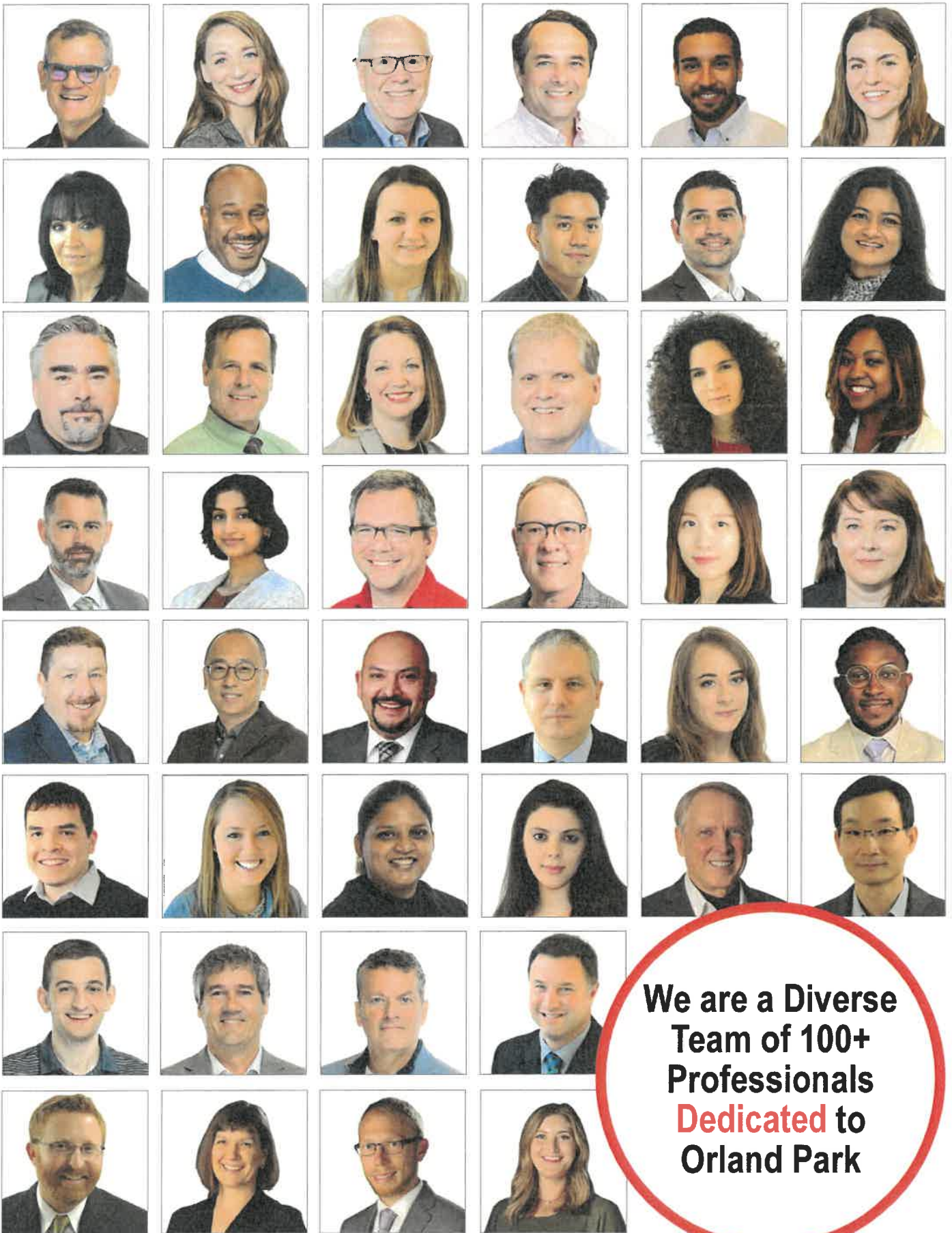
- Space Planning
- Color & Material Selection
- Furniture, Fixture & Equipment

CONSTRUCTION

- Design / Bid Construction
- Design / Build Construction
- General Contracting
- Integrated Project Delivery
- Pre-Construction Services
- Estimating
- Guaranteed Maximum Price Delivery
- Construction Administration
- Coordination & Procurement
- Construction Logistics Analysis
- Constructibility Analysis
- Value Engineering

COMPREHENSIVE CONSULTATION

- 3D Laser Scanning
- Thermolmaging
- Drone Photography Analysis
- Virtual Design & Construction
- Development Proforma Analysis
- Referendum Outreach & Marketing
- Public Private Partnership Training
- Project Development Services
- Project Entitlement Services
- Facilities Evaluation/Needs Assessment
- Community Engagement
- Site Selection Assistance
- Health Life-Safety Surveys
- ADA / Accessibility Surveys
- Life-Cycle Cost Analysis
- MEP Systems Condition Assessments
- Building Envelope Design & Evaluation
- Owner Representation
- LEED / WELL Building Design



**We are a Diverse
Team of 100+
Professionals
Dedicated to
Orland Park**

QUALITY ASSURANCE/QUALITY CONTROL



Describe the Firm's approach to ensure documents are provided in an accurate and timely fashion.

FIRM'S APPROACH TO QUALITY CONTROL/ASSURANCE

QUALITY CONTROL IS VITAL TO CORDOGAN CLARK'S OPERATION. Cordogan Clark has a MANDATORY QUALITY CONTROL PROGRAM that is followed on every project. Furthermore, we have designed our Project Delivery Process to take into account the needs of each type of project. We TAILOR OUR PROCESS to fit the individual needs of each county's project. Cordogan Clark has a critical step-by-step overall process beginning with office-wide activities to specific actions taken at the project level.

Cordogan Clark's approach of avoiding design errors and omissions is a high priority in our firm, and we demand the same from our consultants. This attention to detail is extremely important in avoiding problems during construction. Cordogan Clark actively pursues quality control review of all architecture and engineering disciplines prior to issuance of bidding documents, by our Quality Control Team.

- **QUALITY CONTROL TEAM:** these team members are not directly involved with the project and are charged with quality control of the construction documents. They review the plans and the specifications in order to ensure they are clear, concise and are cross referenced one another. Our specifications do not include unedited sections, or sections that do not pertain to the project.
- **FIELD INVESTIGATION CRITERIA:** our field investigators are directly involved in the project from start to finish. They are responsible for photographing and documenting all existing conditions, and then review the scope of the proposed work prior to developing documents. Their findings are reported back to the pm along with any issues they have found.



EXPERTLY MANAGED PROJECTS

Your project requires a single point manager who can properly identify the scope of work, how to package the work to the construction community, and can effectively budget and schedule the work. We have the PROVEN REPUTATION and experience to provide this important service. Our project manager is actively involved from the earliest planning stages and throughout the construction, thereby ensuring that your expectations are being fully met.

DOCUMENT REVIEW PROCESS

At each of the design phases we use a 'CHECKLIST' of required deliverables to make sure that the critical decisions are made at the proper time in the process, since these decisions will build upon the other. With CORDOGAN CLARK YOU WILL GET A WELL THOUGHT OUT AND COORDINATED SET OF DECISIONS that are then transferred to paper. The use of update-to-date software allows us with another tool to verify that the design is a collective one with all engineers and architects thinking collectively. Collaboration and coordination is an important attitude that you will get from Cordogan Clark.



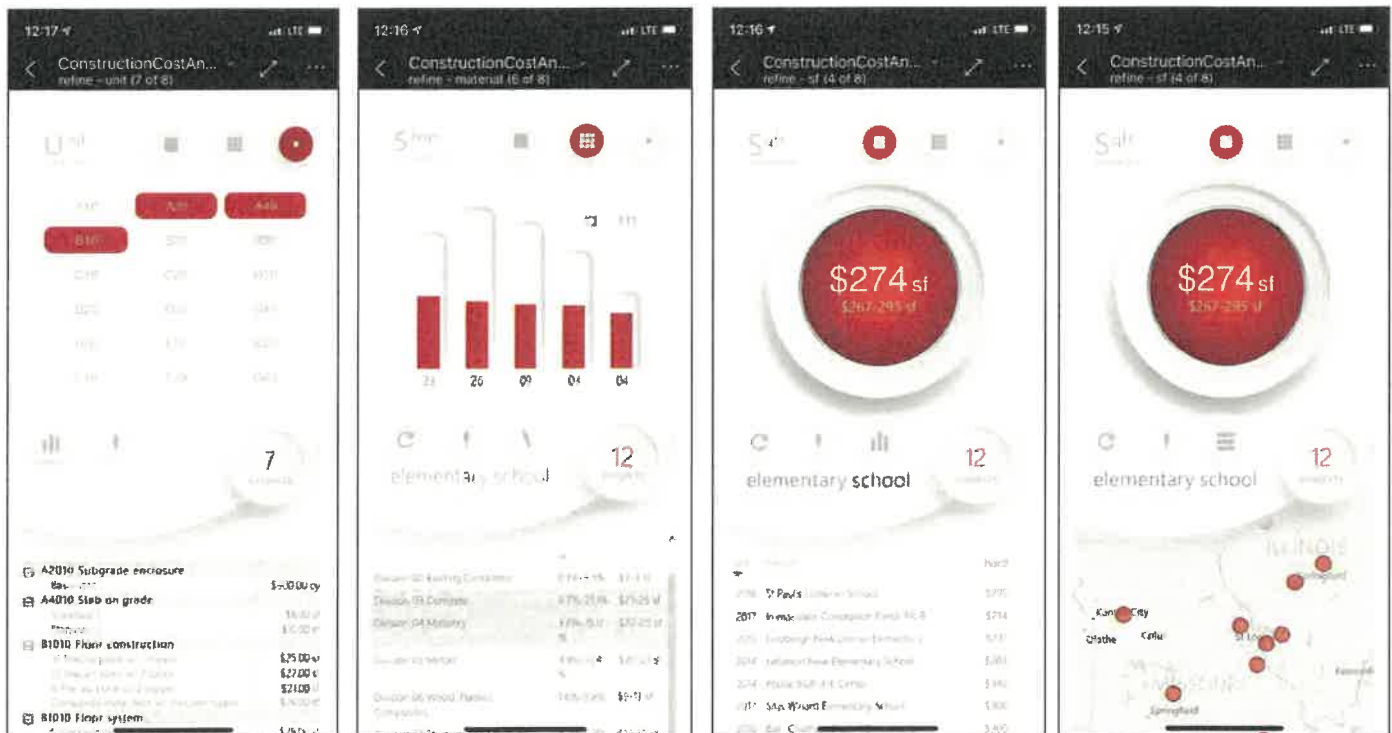
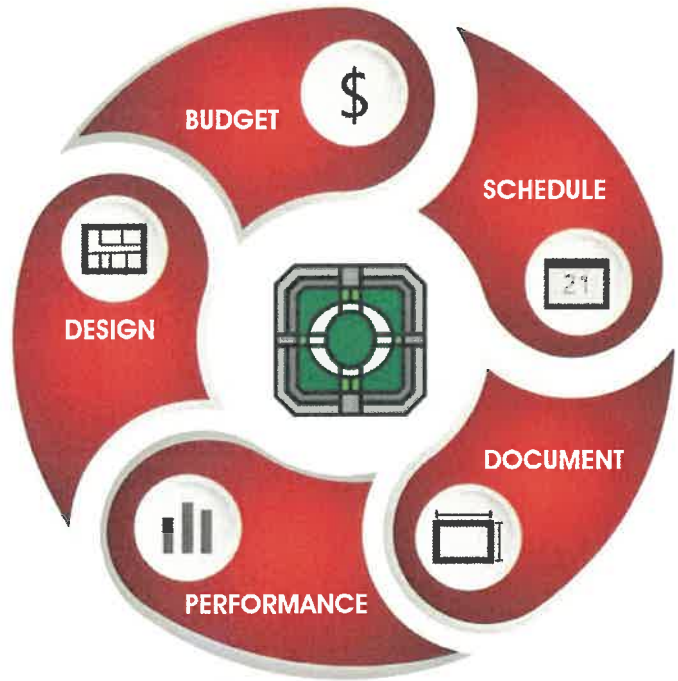
INFORMED PLANNING

The Cordogan Clark team has in-house Construction Managers who advise on every project to ensure that the project is planned in a manner that meets and exceeds all objectives, and that it is completed on time and within budget. Our Construction personnel meet with planners, architects, engineers, and contractors on an ongoing basis regarding project objectives and progress. They create and manage project schedules and review constructibility of drawings, phasing complexities, and cost estimates. But the true Cordogan Clark Advantage is not having all disciplines and construction advisors in house; it is how we work together - our process.

Cordogan Clark practices Informed Planning & Design through continuous improvement, an iterative process that involves comparing outcomes to desired goals and results, and making modifications as needed. We continually evaluate the projects budget, schedule, documentation, performance, and design to achieve the best results for our clients. Just as the construction industry has recognized its need to evolve to keep pace with the ever growing complexity of the built environment, Informed Planning & Design extends from the objectives of a Lean production system, to maximize value and minimize waste, capturing specific tools and techniques applied in a new project delivery method.

One of the tools we use in the Informed Planning & Design process is our Construction Cost Analysis App. We've gathered historic cost information from our project portfolio and created a powerful data aggregation platform that our employees can access on their phones, tablets, or through company intranet to quickly analyze the cost significance of design decisions. The app adjusts for project location and escalation, and returns cost per square foot breakdowns by material and unit pricing allowing our design team to ensure projects are within budget even during conceptual and schematic design. Screen shots from this powerful tool are shown below.

informed design
through continuous improvement



BUDGET, ESTIMATING & COST CONTROL

Our entire team is actively focused on maintaining the highest level of cost control throughout the planning and design process. As a testimony for our relentless focus on quality, the majority of our work is for repeat clients who trust us to take responsibility with their project needs and available funding. Project budget control begins with our Informed Planning & Design process and our Construction Cost Analysis App. The majority of budget variances are due to changes in the program scope, material selections / changes and operational changes between the time of the original project program and the final project design. Below is a list of recent projects that highlight our expertise and success in construction estimating.

PROJECT NAME	PROGRAMMING ESTIMATE	SCHEMATIC DESIGN ESTIMATE	DESIGN DEVELOPMENT ESTIMATE	FINAL ESTIMATE	ACTUAL LOW BIDS COST	% VARIANCE
Aurora Police Headquarters	\$70,000,000	\$71,000,000	\$71,550,000	\$71,000,000	\$70,500,000	-0.70%
Clinton Elementary School	\$18,000,000	\$18,750,000	\$18,000,000	\$17,826,137	\$17,939,168	0.63%
Des Plaines Park District Chippewa Pool	\$3,000,000	\$3,005,000	\$2,935,000	\$2,999,000	\$2,757,000	-8.07%
East Aurora Full Day Kindergarten	\$13,000,000	\$13,350,000	\$12,976,000	\$12,626,137	\$12,591,680	-0.27%
East Aurora HS Additions & Renovations	\$9,550,000	\$9,000,000	\$9,225,000	\$8,900,000	\$8,500,000	-4.49%
Harbor Place Apartments	\$7,759,000	\$8,162,999	\$7,435,999	\$7,525,000	\$7,387,000	-1.83%
Hinsdale Middle School	\$45,734,000	\$46,372,998	\$45,528,745	\$45,635,000	\$45,427,896	-0.45%
Rantoul Recreation Center Addition & Renovations	\$973,376	\$1,109,825	\$1,222,622	\$1,129,975	\$1,132,460	0.22%
Kane County Juvenile Justice Center Courtroom Reno	\$597,315	\$676,000	\$721,500	\$722,350	\$715,000	-1.02%
Kane County Multi-Purpose Building	\$12,736,000	\$13,828,000	\$13,936,000	\$13,538,000	\$13,349,000	-1.40%
Kane County Diagnosis Center	\$1,198,000	\$1,275,000	\$1,225,000	\$1,330,400	\$1,295,735	-2.61%
Kane County Sheriff's Headquarters	\$12,000,000	\$12,473,843	\$12,783,674	\$12,626,137	\$12,591,680	-0.27%
Kane County Sheriff's Training Facility+A1	\$2,000,000	\$1,985,000	\$1,925,000	\$1,897,342	\$1,890,550	-0.36%
Kane County Third Street Courthouse Reno	\$1,175,000	\$1,102,600	\$1,485,000	\$1,578,500	\$1,561,846	-1.06%
Oswegoland Park District Winrock Pool Renovation	\$3,331,000	\$3,469,000	\$3,473,000	\$3,423,000	\$3,108,000	-9.20%
UIUC Housing Food Stores	\$1,500,000	\$1,735,000	\$1,435,508	\$1,450,165	\$1,477,900	1.91%
UIUC Labor & Employee Relations Renovation	\$3,963,397	\$4,079,960	\$4,084,825	\$4,395,951	\$4,315,910	-1.82%
UIUC North Parking Deck/USGS Renovation	\$2,500,000	\$2,785,000	\$2,576,000	\$2,417,428	\$2,426,805	0.39%
VNA Aurora Health Center	\$3,000,000	\$2,775,000	\$2,931,000	\$2,943,000	\$2,915,500	-0.93%
VNA Elgin Health Center	\$3,350,000	\$3,575,000	\$3,600,000	\$3,700,000	\$3,740,835	1.10%
VNA Romeoville Health Center	\$3,657,000	\$3,451,000	\$3,550,000	\$3,615,000	\$3,549,000	-1.83%
Will County Recorder & Coroner Renovations	\$1,950,000	\$1,849,669	\$1,849,669	\$1,849,669	\$1,756,181	-5.05%
Average [Under (-), Over +]	\$220,974,088	\$225,810,894	\$224,449,542	\$223,128,191	\$220,929,146	-0.99%



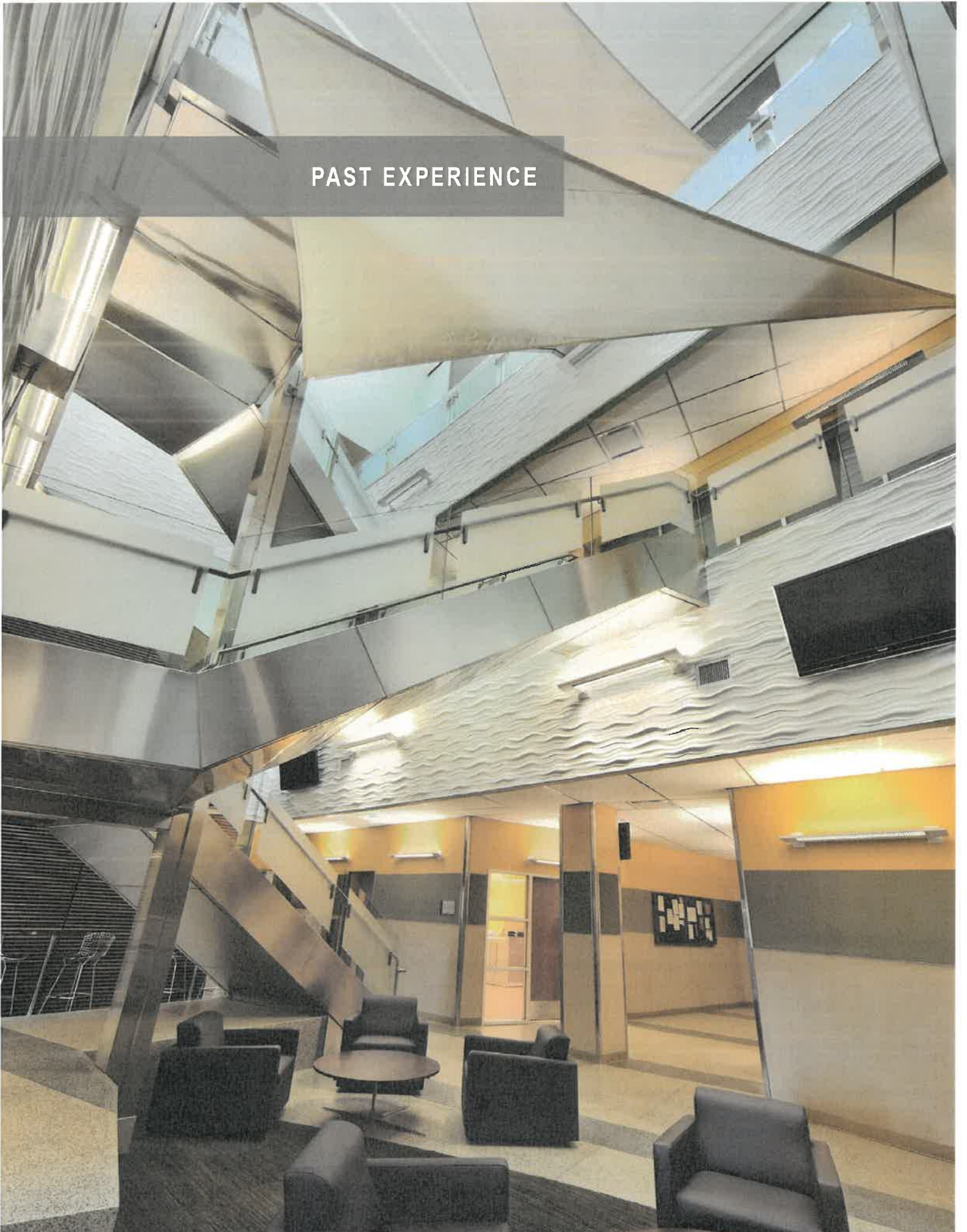
PROJECT SCHEDULING – MEETING ALL DEADLINES!

We understand the Village has little flexibility in their schedule once it is set. Cordogan Clark prepares detailed schedules that are used as ACTION PLANS for each step of each project. This approach allows us to collaborate with all stakeholders and coordinate all members of the Project Team, any potential grant/FEMA submittal deadlines, governmental reviews, reviews and decisions by your district, and a master schedule for the bidding and construction phases of each project.

Cordogan Clark prepares Critical Path schedules that link all critical tasks, so if one task slips, the Project Team can easily review the ripple effect it may have on the rest of the project. Recovery Plans are developed using this schedule, ensuring that all dates are met. We have a proven track record in meeting project schedules. CORDOGAN CLARK PROJECTS NEVER FAIL TO OPEN ON TIME.



PAST EXPERIENCE



Describe the Firm's experience working with the Village of Orland Park or a similarly sized municipality on previous projects.

Cordogan Clark has not yet had the opportunity to work with the Village of Orland Park; however, our firm has provided services for and maintained strong relationships with a number of other similarly sized municipalities, including but not limited to, Kane County, the Village of Schaumburg, the Village of Glenview, the City of Aurora, the City of Yorkville, the Village of Oak Park, Huntley Fire Protection District, and the Village of Tinley Park.

Cordogan Clark looks forward to the opportunity to work with the Village of Orland Park to provide highest quality services required for each specific project within stipulated or promised time frames with the greatest quality of service, communication, and attention to detail. Our office is less than thirty miles away, with team members living less than ten miles away from the Village. If the Village has any emergency needs, our team members can be on site in less than an hour. The structure of our full services firm allows us to commit specific team members to the Village, ensuring that you receive top priority. This is to safeguard that the Village has dedicated team members able to respond immediately, who are committed to the success of the Village of Orland Park and building relationships with all project stakeholders from the Village. We believe that for us to have a successful partnership with the Village of Orland Park, your team members should get to know our entire team, and foster relationships outside of strictly architectural meetings. We believe that having dedicated team members who know your team on a higher level creates a better understanding of intricate dynamics that exist in a highly successful client and professional consultant relationship.



PROPOSAL SUMMARY SHEET
RFQ 22-004
Professional MEP and Architectural Services

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: Cordogan Clark

Street Address: 716 North Wells Street

City, State, Zip: Chicago, Illinois 60654

Contact Name: Brian Kronewitter

Phone: 630.209.7525 Fax: 630.896.4987

E-Mail address: bkronewitter@cordoganclark.com

Signature of Authorized Signee: 

Title: Executive Vice President

Date: 02/17/2022

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

The undersigned Brian Kronewitter, as Executive Vice President
(Enter Name of Person Making Certification) *(Enter Title of Person Making Certification)*

and on behalf of Cordogan Clark, certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes No []

Federal Employer I.D.#: 36-3103952
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (*check one*):

- Sole Proprietor
- Independent Contractor (*Individual*)
- Partnership
- LLC
- Corporation Illinois 19 December 1980
(State of Incorporation) *(Date of Incorporation)*

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes No []

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

3) SEXUAL HARASSMENT POLICY: Yes No []

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes No []

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) TAX CERTIFICATION: Yes No

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

Brian Kronewitter

Name of Authorized Officer

Executive Vice President

Title

02/17/2022

Date

REFERENCES

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: Cordogan Clark
(Enter Name of Business Organization)

1. ORGANIZATION City of Aurora
ADDRESS 44 East Downers Place, Aurora, Illinois 60506
PHONE NUMBER 630.844.3612
CONTACT PERSON Richard Irvin, Mayor
YEAR OF PROJECT Ongoing

2. ORGANIZATION Village of Glenview
ADDRESS 1225 Waukegan Road, Glenview, Illinois 60025
PHONE NUMBER 847.901.6074
CONTACT PERSON Chris Clark, Project Manager
YEAR OF PROJECT Ongoing

3. ORGANIZATION Village of Schaumburg
ADDRESS 714 South Plum Grove Road, Schaumburg, Illinois 60193
PHONE NUMBER 847.895.7100
CONTACT PERSON Amanda Stuber, Project Manager
YEAR OF PROJECT Ongoing

 **ORLAND PARK**
INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing current coverage's along with this form.

WORKERS' COMPENSATION & EMPLOYER LIABILITY

Full Statutory Limits - Employers Liability
\$500,000 – Each Accident \$500,000 – Each Employee
\$500,000 – Policy Limit
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY (ISO Form CA 0001)

\$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage

GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)

\$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage
\$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsements: ISO CG 20 10 or CG 20 26 and CG 20 01 Primary & Non-Contributory
Waiver of Subrogation in favor of the Village of Orland Park

Please provide the following coverage, if box is checked:

PROFESSIONAL LIABILITY

\$1,000,000 Limit - Claims Made Form, Indicate Retroactive Date
Deductible not-to-exceed \$50,000 without prior written approval

UMBRELLA LIABILITY (Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability

UMBRELLA/EXCESS PROFESSIONAL LIABILITY

\$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date
Deductible not-to-exceed \$50,000 without prior written approval

BUILDERS RISK

Completed Property Full Replacement Cost Limits -
Structures under construction

ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY

\$1,000,000 Limit for bodily injury, property damage and remediation costs
resulting from a pollution incident at, on or mitigating beyond the job site

CYBER LIABILITY

\$1,000,000 Limit per Data Breach for liability, notification, response,
credit monitoring service costs, and software/property damage

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify **"The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured."** The required Additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the

Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, Nicole Merced, Management Analyst, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED ON 2/17/2022



Signature

Brian Kronewitter

Printed Name

Executive Vice President

Title

Authorized to execute agreements for:

Cordogan Clark

Name of Company

Note: Sample Certificate of Insurance and Additional Insured Endorsements attached.

Client#: 21364

CORCL2

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/17/2021

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

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

PRODUCER Konen Insurance Agency, Inc. 2570 Beverly Drive Suite 100 Aurora, IL 60502	CONTACT NAME: Melanie Garza		
	PHONE (A/C, No, Ext): 630 897-4239	FAX (A/C, No):	
	E-MAIL ADDRESS: melanie@konen.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : West Bend Mutual Insurance Co.		15350
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

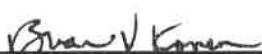
INSURED
Cordogan Clark & Associates, Inc.
960 Ridgeway Avenue
Aurora, IL 60506

COVERAGES CERTIFICATE NUMBER: 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		A925471	05/06/2021	05/06/2022	EACH OCCURRENCE	\$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$2,000,000
						GENERAL AGGREGATE	\$4,000,000
						PRODUCTS - COMP/OP AGG	\$4,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Drive Oth Car <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		A925471	05/06/2021	05/06/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		A925471	05/06/2021	05/06/2022	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		A922363	05/06/2021	05/06/2022	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	\$1,000,000
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

CERTIFICATE HOLDER For Display Purposes Only	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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Client#: 856014

LOUISCCO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/11/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: Laurie Cloninger PHONE (A/C, No, Ext): 630 625-5219 FAX (A/C, No): 610 537-4939 E-MAIL ADDRESS: laurie.cloninger@usi.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Arch Insurance Company	11150	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
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INSURER B :														
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INSURER D :														
INSURER E :														
INSURER F :														
INSURED Louis C. Cordogan, Architect, Inc. d/b/a Cordogan, Clark & Associates, Inc. 960 Ridgeway Ave Aurora, IL 60506														

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	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 - COMP/OP AGG \$ \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						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 DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<table border="1"> <tr> <td>PER STATUTE</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
PER STATUTE	OTH-ER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														
A	Professional Liability			PAAEP0134101	11/12/2021	11/12/2022	\$5,000,000 each claim / \$5,000,000 annual aggr.								

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

Professional Liability is written on a 'claims made' policy form.

THIS CERTIFICATE OF INSURANCE IS INTENDED AS A SPECIMEN COPY ONLY.

CERTIFICATE HOLDER Louis C. Cordogan, Architect, Inc. D/B/A Cordogan, Clark & Associates	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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Chicago, Illinois 60654
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F : 312.943.4771

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Chicago, Illinois
Lafayette, Indiana
St. Louis, Missouri
Sawyer, Michigan
Madrid, Spain

www.cordoganclark.com

Client#: 856014

LOUISCCO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/08/2022

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.

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PRODUCER: USI Ins Svcs LLC Euclid-Prof, 2021 Spring Road, Suite 100, Oak Brook, IL 60523, 312 442-7200. CONTACT NAME: Laurie Cloninger, PHONE: 630 625-5219, FAX: 610 537-4939, E-MAIL: laurie.cloninger@usi.com. INSURER A: Arch Insurance Company, NAIC #: 11150.

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability is written on a 'claims made' policy form.

CERTIFICATE HOLDER: The Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, IL 60462. 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: [Signature]

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.

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PRODUCER Konen Insurance Agency, Inc. 2570 Beverly Drive Suite 100 Aurora, IL 60502	CONTACT NAME: Melanie Garza PHONE (A/C, No, Ext): 630 897-4239 E-MAIL ADDRESS: melanie@konen.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Cordogan Clark & Associates, Inc. 960 Ridgeway Avenue Aurora, IL 60506	INSURER A : West Bend Mutual Insurance Co.	NAIC # 15350
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		A925471	05/06/2021	05/06/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & AOV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Drive Oth Car		A925471	05/06/2021	05/06/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		A925471	05/06/2021	05/06/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	A922363	05/06/2021	05/06/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The Village of Orland Park, their respective officers, trustees, directors, officials, employees, volunteers and agents are shown as an additional insured solely with respect to general liability coverage as evidenced herein on a primary non-contributory basis as required by written contract or agreement with respect to work performed by named insured. A waiver of subrogation is included under the general liability and workers compensation coverage as evidenced herein as required by written contract or agreement. Umbrella (See Attached Descriptions)

CERTIFICATE HOLDER Village of Orland Park 15655 S. Ravinia Avenue Orland Park, IL 60462	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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DESCRIPTIONS (Continued from Page 1)

follows form.

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

Named Insured: Cordogan Clark & Associates, Inc

Endorsement Effective Date:

SCHEDULE

Name of Person(s) or Organization(s):

Any party for whom the insured is required to provide designated insured status.

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

A. 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.

B. The following is added to the Other Insurance Condition in the Business Auto and Auto Dealers Coverage Forms 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 to and will not seek contribution from any other insurance available to an "insured" shown in the schedule 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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket , IL	Various Locations

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 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:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**ADDITIONAL INSURED – AUTOMATIC STATUS WHEN
REQUIRED BY WRITTEN CONTRACT WITH YOU**

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 you are required by a written contract to name as an additional insured.

The written contract must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Signed by all parties to the written contract or written agreement prior to the "bodily injury," "property damage," "personal injury and advertising injury."

B. The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by:
 - a. your ongoing operations performed for the insured at the location designated in the written contract; or
 - b. premises owned or used by you.

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 written contract or written 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.

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

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; and

- b. Supervisory, inspection, architectural or engineering activities.

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 principle as a part of the same project.

D. As respects the coverage provided under this endorsement, Paragraph 4.b. **Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended with the addition of the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over:

Any other valid and collectible insurance available, procured by or on behalf of the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

If no written contract specifically requires primary or noncontributory coverage, then this insurance is excess, as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

When this insurance is excess, we will have no duty under Coverage A. and Coverage B. to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" for which the 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:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

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 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 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (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".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

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) 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.

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

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

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire 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 Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written 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 or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 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.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. 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 \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. 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.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
- (1) "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 that 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.
- (2) "Property damage" to property:
- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:
- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
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, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply 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 Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

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 by fire to premises 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, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- 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. 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 a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) 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
- (3) 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 (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written 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 or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

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

IL-Any party with whom he insured agrees to waive subrogation in a written contract

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in the NCCI manual.

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 05-06-2021
Insured
Cordogan Clark & Associates, Inc
Insurance Company

Policy No.
A922363

Endorsement No.
Premium Included

Countersigned by _____

