



**DATE:** October 4, 2021

**MEMO TO:** Terry Wilke, Chair  
Planning Committee

**Agenda Item#** 11.10

**FROM:** Randall L. Seebach  
Director of Planning and Land Preservation

**RECOMMENDATION:** Recommend approval of a Resolution approving an Intergovernmental Agreement with the Village of Long Grove (Village) to provide additional vehicular parking at Buffalo Creek Forest Preserve.

**STRATEGIC DIRECTIONS SUPPORTED:** Public Access and Connections; Leadership.

**FINANCIAL DATA:** Total cost of the project, including all labor, materials and equipment, is estimated at \$20,000. The Village will reimburse the District for all material costs for the project up to a maximum of \$10,000.00. The District will provide the labor (except for the asphalt paving) through the use of its in-house construction crew. To cover the up-front cost for material purchases, funding was allocated and approved as part of the FY2021 budget for Grounds Maintenance Supplies and will be charged to account 20543800-641100. To cover the cost of the outsourced asphalt paving, funding was allocated and approved as part of the FY2021 budget for Repair & Maintenance Grounds and will be charged to account 20543800-7641100.

**BACKGROUND:** In April 2000, the District and the County executed an Intergovernmental Agreement that allowed the County, through its Division of Transportation (LCDOT), to design and construct a wetland mitigation bank on the western portion of Buffalo Creek Forest Preserve (Preserve). As part of the IGA, the LCDOT was required to incorporate an additional 1.1-miles of new District trails within their project. At the request of the Village of Long Grove (Village), the new trails included two neighborhood connections and a connection to the Village's existing soccer fields located to the west of the Preserve. The initial mitigation work and the new trails were completed and open for public use in the fall of 2018.

The District currently provides parking at the far eastern side of the Preserve, which is approximately 1.5 miles from the new trails constructed by LCDOT and there is no on-street parking permitted along Checker Road or within the adjacent neighborhood streets. Since the completion of the new trails, the District and the Village have received several requests for an additional vehicle parking area that would provide convenient access to the new trails and the western portion of the Preserve. In addition, the District and the Village have received several complaints from local residents regarding the unauthorized parking of vehicles within the neighborhood streets and along Checker and Schaeffer Roads. Since receiving the complaints, the Village and the District staffs have met several times to discuss ways to address the resident concerns and opportunities for providing additional parking, including a simple and less costly solution of modifying a vacant portion of an existing entrance drive to the Village soccer fields. District staff has prepared a preliminary concept plan that

includes: striping the existing pavement within the entrance drive to provide 9 parallel parking spaces (including one accessible space), additional asphalt paving for a cul-de-sac and for the additional paved area needed for the accessible parking space, split rail fencing, a new entrance gate and signage.

At its August 30, 2021 regular meeting, the Planning Committee gave staff Policy Direction to negotiate a mutually acceptable intergovernmental agreement with the Village. Staff recommends that the District enter into an Intergovernmental Agreement with the Village with a minimum 20-year term, pursuant to which:

- The District will engage a contractor to provide the additional asphalt paving that is needed;
- The Village will grant the District, and its contractor, a license to complete the necessary paving and other work;
- The District will provide all other labor and equipment to provide the additional parking, including miscellaneous site work such as tree clearing, gate installation, signage fabrication and installation, split rail fence installation and site restoration, all consistent with the concept plan attached to the Intergovernmental Agreement;
- The District will provide construction oversight and project administration;
- The Village will provide permitting and all required authorizations to complete the work on Village property;
- The Village will reimburse the District for all material costs incurred by the District, up to a maximum of \$10,000.00;
- The Village will operate and maintain the additional parking; and
- Each party will grant the other a license to use that portion of the first party's property upon which the cul-de-sac (necessary for vehicles to turn around) will be located.

**REVIEW BY OTHERS:** Executive Director; Chief Operations Officer; Director of Finance; Corporate Counsel.

STATE OF ILLINOIS     )  
                                  )  SS  
COUNTY OF LAKE     )

**BOARD OF COMMISSIONERS  
LAKE COUNTY FOREST PRESERVE DISTRICT  
REGULAR OCTOBER MEETING  
OCTOBER 12, 2021**

**MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:**

Your **PLANNING COMMITTEE** presents herewith “a Resolution Approving an Intergovernmental Agreement with the Village of Long Grove to Provide Additional Vehicular Parking at Buffalo Creek Forest Preserve,” and requests its approval.

**PLANNING COMMITTEE:**

Date: 10-4-2021    Roll Call Vote: Ayes: 8 Nays: 0  
                                   Voice Vote Majority Ayes; Nays: \_\_\_\_\_

**LAKE COUNTY FOREST PRESERVE DISTRICT  
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
WITH THE VILLAGE OF LONG GROVE TO PROVIDE ADDITIONAL  
VEHICULAR PARKING AT BUFFALO CREEK FOREST PRESERVE**

**WHEREAS**, the Lake County Forest Preserve District (the “District”) owns property that is commonly known as Buffalo Creek Forest Preserve (the “Preserve”); and

**WHEREAS**, the District and the Village of Long Grove (the Village”) own portions of an unused access drive (the “Access Drive”) that previously serviced the Village’s existing soccer fields adjacent to the Preserve; and

**WHEREAS**, the District owns and operates trails within the Preserve (the “Preserve Trails”) that connect to the Access Drive; and

**WHEREAS**, the District and the Village have received several requests to add additional parking to provide more convenient access to the western portion of the Preserve (the “Additional Parking”); and

**WHEREAS**, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, units of local government, such as the District and the Village, may contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

**WHEREAS**, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., any power, privilege, function, or authority exercised by a public agency, including the District and the Village, may be exercised, combined, transferred, and enjoyed jointly with any other public agency to the extent not prohibited by law; and

**WHEREAS**, the District has adopted “an Ordinance Regarding Licenses and Easements” governing the District’s issuance of licenses to use District property for public purposes (the “License and Easement Ordinance”); and

**WHEREAS**, it is in the best interest for the District to enter into an intergovernmental agreement with the Village in substantially the form attached hereto as Exhibit A, pursuant to which the District will provide, and the Village will operate and maintain, the Additional Parking;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois **THAT**:

**Section 1: Recitals.** The recitals set forth above are incorporated as a part of this Resolution by this reference.

**Section 2: Approval of the Intergovernmental Agreement.** The Intergovernmental Agreement is hereby approved in substantially the form attached hereto. The President and Secretary are authorized and directed to execute on behalf of the District the Intergovernmental Agreement, in substantially the form attached hereto, and whatever other documents are necessary to effectuate the transactions contemplated by such Intergovernmental Agreement. To the extent the Intergovernmental Agreement is inconsistent with any provision of the License and Easement Ordinance, then such provision of the License and Easement Ordinance is waived to the extent of such inconsistency.

**Section 3: Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2021

AYES:

NAYS:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Angelo D. Kyle, President  
Lake County Forest Preserve District

ATTEST:

\_\_\_\_\_  
Julie Gragnani, Secretary  
Lake County Forest Preserve District

Exhibit No. \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT FOR  
INSTALLATION OF PARKING  
(Old Hicks Road)**

This INTERGOVERNMENTAL AGREEMENT FOR INSTALLATION OF PARKING (the "**Agreement**") is hereby entered into by and between the VILLAGE OF LONG GROVE, a non-home rule municipality located in Lake County, Illinois (the "**Village**"), and the LAKE COUNTY FOREST PRESERVE DISTRICT, a body politic and corporate, organized and existing under the Downstate Forest Preserve Act, 70 ILCS 805/0.001 et seq. (the "**District**") (the Village and the District may hereinafter be referred to collectively as the "**Parties**" and individually as a "**Party**") as of this \_\_\_\_ day of \_\_\_\_\_, 2021 (the "**Effective Date**"). In consideration of the mutual promises and undertakings hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1: Recitals.**

A. The District owns the Buffalo Creek Forest Preserve (the "**BCFP**"), which is located partially within the corporate limits of the Village, with the remainder thereof located within the unincorporated area of Lake County.

B. The Parties have found that certain users of the BCFP have parked illegally in the vicinity of BCFP, including illegally along Checker Road and Old Hicks Road lying north of Checker Road.

C. The Parties desire to provide for additional lawful parking and convenient access for persons using the BCFP ("**BCFP Additional Parking**") and intend that the BCFP Additional Parking be used exclusively for persons using BCFP.

D. After examining various options, the Parties have identified, as a location for the BCFP Additional Parking, an existing paved entrance drive (the "**Southerly Drive**") that runs generally between BCFP (which is on the east side of the Southerly Drive) and certain real property owned by the Village (the "**Village Property**") (which is on the west side of the Southerly Drive). The approximate west half of the right of way for the Southerly Drive ("**Village ROW**") is located within the Village Property. The approximate east half of the right-of-way for the Southerly Drive (the "**District ROW**") is located within BCFP. However, the majority of the Southerly Drive (i.e., the areas of the Village ROW and the District ROW that are already paved) is located within the Village ROW. The Southerly Drive, a portion of the Village Property, the Village ROW, a portion of BCFP, and the District ROW are generally depicted on the aerial map attached hereto as Exhibit 1 (the "**Property Exhibit**").

E. The Village Property is currently used for soccer fields, and the Southerly Drive currently provides ingress and egress between a parking lot on the Village Property (the "**Village Parking Lot**") and Checker Road and Old Hicks Road. The Village Parking Lot is generally depicted on the Property Exhibit. Nothing in this Agreement is intended to limit or otherwise affect the use or availability of the Southerly Drive as an entrance drive to the Village Parking Lot.

F. The Parties desire to cooperate to achieve the BCFP Additional Parking within the Southerly Drive in general conformity with the concept plan attached hereto as Exhibit 2 (the "**Concept Parking Plan**") and the terms of this Agreement.

**Section 2: Establishing the BCFP Additional Parking.**

A. The District's Undertakings. In general conformity with the Concept Parking Plan, and Section 2.C below, the District will cause the construction of nine (9) parking spaces for the BCFP Additional Parking (including one (1) accessible parking space, generally depicted on the Concept Parking Plan (the "**Accessible Parking Space**")) within, and adjacent to the westerly edge of, the Southerly Drive, as more particularly set forth in Section 2.C of this Agreement. The District will:

- (i) enter into a contract with a paving contractor (the "**Paving Contractor**") pursuant to which the Paving Contractor will install the "**Additional Asphalt**" identified on and generally in the locations depicted on the Concept Parking Plan (the "**Additional Asphalt Work**"), which Additional Asphalt Work is necessary or convenient to (a) provide (subject to Section 2.B hereof) a cul-de-sac near the south end of the BCFP Additional Parking so that vehicles can turn around if the "**Southerly Gate**" (defined below) is closed and (b) construct the Accessible Parking Space and
- (ii) provide all other labor and (subject to Section 2.B hereof) materials necessary for the establishment of the BCFP Additional Parking pursuant to the preceding sentence, including (a) painting lines to establish the parking spaces, (b) installing a "**Split Rail Fence**" at the general location depicted on the Concept Parking Plan, (c) installing a refurbished swing gate, generally in conformance with the gate depicted in Exhibit 3 attached hereto (the "**Southerly Gate**") at the general location of the "Southerly Gate" depicted on the Concept Parking Plan, and (d) installing a "**New Sign**" at the general location on the Concept Parking Plan (collectively, the "**Work**").

The District also hereby grants a license to the Village for the establishment of, and for the Village's maintenance, repair, and replacement of (pursuant to Section 3.C), that portion of the Additional Paving located within the District ROW.

B. The Village's Undertakings. The Village hereby grants (i) a license to the District for its use and for the use of the Paving Contractor to perform the Work and (ii) a license to the District for the establishment, use, maintenance, and replacement of that portion of the BCFP Additional Parking (including that portion of the Additional Paving) located within the Village ROW or Village Property. In addition, the Village shall reimburse the District for the cost of (i) the Additional Asphalt Work and (ii) the materials for the Work, which reimbursable amount shall not exceed \$10,000.00. The Village shall deliver such reimbursement payment(s) to the District within 35 days after (a) the District delivers receipts or invoices for materials relating to the Work and (b) the Work is completed in accordance with this Agreement (including Section 2.C hereof).

C. Details of the Work. The Work shall be completed in general conformity with the Concept Parking Plan, modified and conditioned as follows:

1. The "**Northerly Gate**" identified on the Concept Parking Plan shall remain in place (subject to its minor relocation to a location, mutually agreed to by the parties, that will provide sufficient space for the planned nine (9) parking spaces).
2. The Work shall establish the BCFP Additional Parking without interfering with the existing pavement width or use of the Southerly Drive as access to and from the Village Property (except for temporary disruption that might arise during the prosecution of the Work).
3. The New Sign shall state that the BCFP Additional Parking (i) is exclusively for the use of persons using BCFP and (ii) shall be available for public use every day from 6:30 a.m. to sunset. Any other text on the New Sign is subject to the approval of both Parties.
4. The Village shall secure one or more permits for the Work, to the extent required by applicable laws (the "**Work Permits**"); however, the Village acknowledges that no Work Permit from the Village is necessary for the Paving Contractor to perform the Additional Asphalt Work. The Village shall issue any required Village Work Permit to the District without cost or expense to the District. The final construction plans for the Work shall be subject to approval by the Village Engineer, which approval will not be withheld or unreasonably delayed, so long as the final construction plans comply with this Agreement, including the Concept Parking Plan (as it may be modified by both the Village's Village Manager and the District's Executive Director) and applicable engineering laws ("**Village Engineer Approval**"). The District shall use commercially reasonable efforts to prepare, or cause the preparation of, such final construction plans.
5. After undertaking the Work, the District shall request an inspection of the Work by the Village Engineer. Upon the Village Engineer's approval of the Work (which approval will not be unreasonably withheld or delayed), the Work shall be deemed completed.

### **Section 3: Operation and Use of the BCFP Additional Parking.**

A. Use of BCFP Additional Parking. It is the intention of the Parties, and the New Sign shall state, that the BCFP Additional Parking shall be used exclusively for the patrons of the District's BCFP. Without limiting the preceding sentence, the BCFP shall not be used by patrons of soccer fields or other uses on the Village Property. The Village shall enforce, and the District shall have the authority (but not the obligation) to enforce, such limitations. To the extent necessary, the Village hereby delegates to the District the authority (in addition to the District's authority) to patrol and enforce the parking restrictions reflected on the New Sign relating to the BCFP Use Parking. The Village's failure to detect or issue a citation regarding each or any unauthorized user of the BCFP Additional Parking shall not be a breach of the Village's obligations under this Section 3.A.



B. Operation and Maintenance of the Northerly Gate. The Village shall be responsible for opening and closing the Northerly Gate to allow for the use of the BCFP Additional Parking consistent with Section 2.C.3 of this Agreement. The Village shall provide the District with any keys or other device(s) necessary for the operation of the Northerly Gate, and the District has the right to open and close the Northerly Gate in conformity with the New Sign and this Agreement; provided that the Village may open or close the Northerly Gate at such other times that the Village determines may be necessary or convenient to serve the public health, safety, or welfare. The Village shall be solely responsible for the operation of the Southerly Gate.

C. Maintenance of BCFP Additional Parking and Other Improvements. The Village shall be solely responsible for (and the District shall have no responsibility for) the maintenance, repair, and replacement, in good working order, of (i) the BCFP Additional Parking, including the Additional Asphalt, (ii) the Northerly Gate, (iii) the Southerly Gate, and (iv) the Split Rail Fence (collectively, the "**Village Maintenance Responsibilities**"); however, if the Additional Asphalt Work, the Split Rail Fence, or the Southerly Gate breaches any applicable warranty held by the District, the District shall use good faith efforts to compel the repair or replacement of the Additional Asphalt, the Split Rail Fence, or the Southerly Gate, pursuant to such warranty. The Village agrees to provide maintenance to the BCFP Additional Parking in the same manner as, and as part of the periodic maintenance of, the Southerly Drive. Upon request of the Village, the District shall provide any necessary maintenance, repair, or replacement of the New Sign, and the Village shall reimburse the District for the material costs and staff time for such work; provided that the Village shall be responsible for maintaining the New Sign in a reasonable and legible condition. In the event of any third-party claim of injury, death, or loss to person or property (as well as any and all losses, claims, costs, causes, damages, and expenses including without limitation reasonable attorneys' fees arising) allegedly resulting from the performance or failure to perform the Village Maintenance Responsibilities (collectively, a "**Claim**"), the Village agrees to indemnify and defend the District and its Board of Commissioners, officers, officials, employees, agents, attorneys, and representatives (the "**District Indemnitees**") against any Claim. In the event that any District Indemnitee is named in connection with a Claim, such District Indemnitee shall promptly notify the Village and tender defense of such Claim to the Village; provided, however, that, notwithstanding the Village's agreement to indemnify and defend, the District Indemnitees shall reasonably and timely cooperate with the Village in connection with such defense; provided further that District Indemnitees shall not be required to expend any moneys for third-party services in connection with such cooperation.

D. Insurance; Liability. The Village shall maintain general liability insurance of not less than \$5,000,000.00 per occurrence and \$10,000,000.00 in aggregate to guard against liability claims relating to the establishment, maintenance, and use of the BCFP Additional Parking. During the performance of the Work, (i) the District shall maintain general liability insurance of not less than \$3,000,000.00 per occurrence to guard against liability claims relating to the performance of any portion of the Work by District employees and (ii) the District shall cause its Paving Contractor to maintain the generally liability insurance identified on Exhibit 4. Such insurance by the Parties may be provided through pooling or other arrangements authorized by law, including pursuant to 745 ILCS 10/9-103, and the aforesaid coverage limitations may be achieved through umbrella coverages.

**Section 4: Entire Agreement.** All understandings and agreements, whether written or oral, heretofore had between the Parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement concerning the BCFP Additional Parking and other matters set forth herein. Neither Party is relying upon any statement or representation not embodied in this Agreement, made by the other. This Agreement may not be changed except by an instrument in writing signed by both Parties.

**Section 5: Term.** This Agreement will be effective on the Effective Date and will remain in effect for twenty (20) years after the Effective Date. On the twentieth (20<sup>th</sup>) anniversary of the Effective Date, and on each anniversary thereafter, this Agreement will automatically renew for one additional year, unless a Party gives the other Party written notice of termination at least six (6) months prior to the anniversary on which this Agreement would otherwise renew, in which case this Agreement shall terminate on such anniversary. Notwithstanding the foregoing provisions of this Section, if, as of October 30, 2021, either (i) the Village has not secured the Work Permits or (ii) the Village Engineer has not given the Village Engineer Approval, then either Party may terminate this Agreement immediately by giving the other Party written notice of termination.

**Section 6: Representation.** Each of the Village and the District represents that the person signing this Agreement on its behalf has the authority and the legal right to make, deliver, and perform this Agreement.

**Section 7: Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) via e-mail. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one (1) business day after deposit with an overnight courier, as evidenced by a receipt of deposit; (c) four (4) business days following deposit in the U.S. mail, as evidenced by a return receipt, or (d) on the date that an e-mail is sent, provided that such e-mail is also delivered by one of the other manners set forth in subparts (1) – (3) of this Section. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other Party, but no notice of a change of addressee or address shall be effective until actually received. Additionally, notices sent by any other means (e.g., facsimile) may be acceptable subject to written confirmation of both the transmission and receipt of the notice. Nothing in this Section will be deemed to invalidate a notice that is actually received. Notice recipients shall be:

For the District:

Lake County Forest Preserve District  
1899 W. Winchester Road  
Libertyville, IL 60048  
Attention: Executive Director  
E-Mail: [akovach@lcfpd.org](mailto:akovach@lcfpd.org)

With a copy to:

Matthew E. Norton, Esq.  
Burke, Warren, MacKay & Serritella, P.C.

330 N. Wabash  
Suite 2100  
Chicago, IL 60611-3607  
Email: mnorton@burkelaw.com

For the Village:

Village of Long Grove  
Attn: Village Manager  
3110 RFD  
Long Grove IL 60047  
E-Mail: gjackson@longgroveil.gov

**Section 8: Enforcement.** Each and any of the Parties may seek to enforce this Agreement or any of its terms in an action at law or in equity filed in the 19th Judicial Circuit, Lake County, Illinois.

***[Signature page to follow.]***

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in duplicate as of the Effective Date.

**VILLAGE OF LONG GROVE**

**ATTEST:**

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

**LAKE COUNTY FOREST PRESERVE DISTRICT**

**ATTEST:**

By: \_\_\_\_\_

\_\_\_\_\_







Angelo D. Kyle  
President

Julie Gragnani  
Secretary

# EXHIBIT 1

## Property Exhibit

### Legend

-  BCFP
-  Village Property
-  Village Parking Lot
-  District ROW
-  Village ROW
-  Southerly Drive

## Exhibit 1

Lake County Forest Preserve District  
1899 W Winchester Rd  
Libertyville, Illinois 60048  
847-968-3351  
www.LCFPD.org

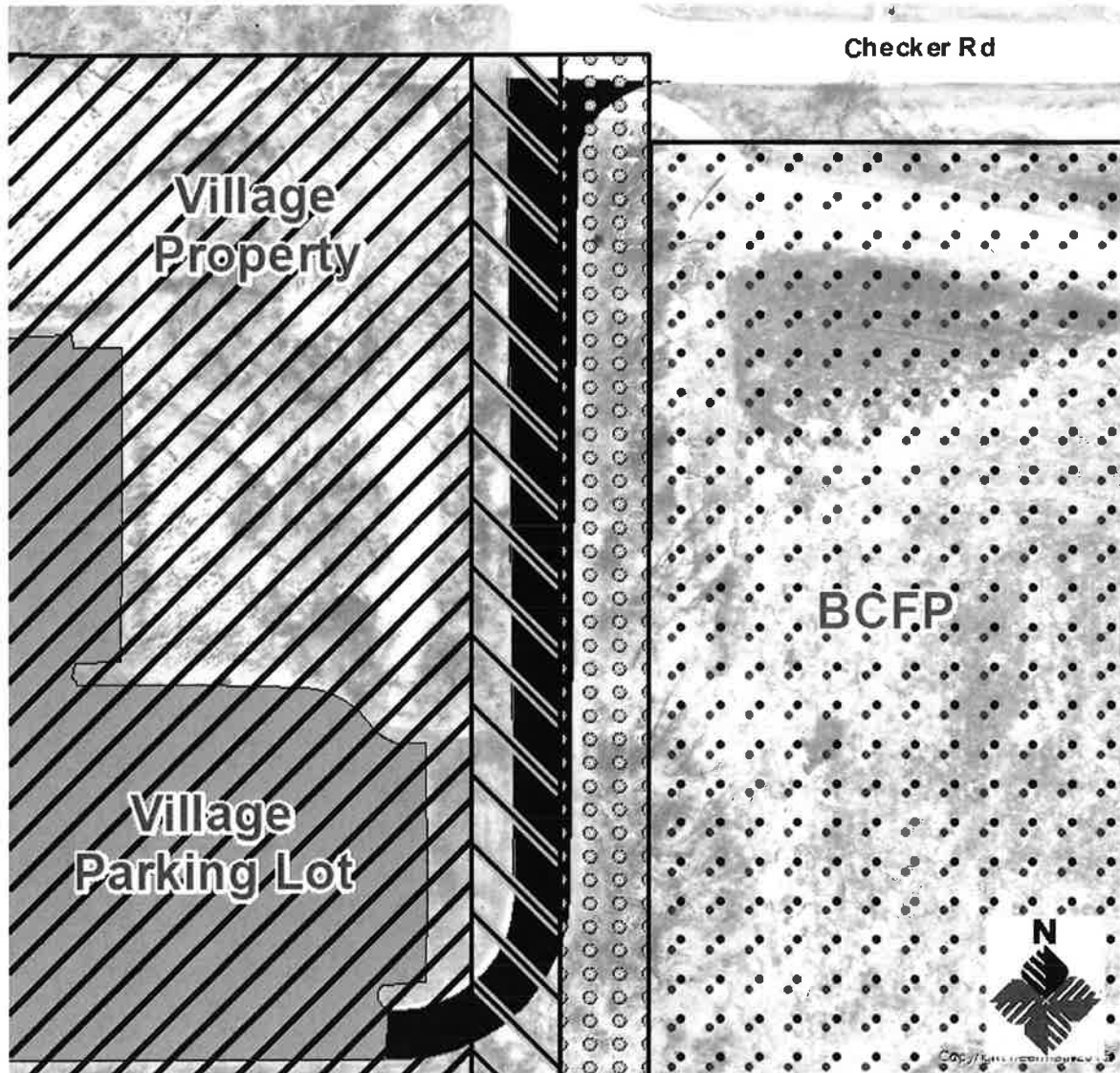
Courtesy Copy Only.  
Property boundaries indicated are provided for general location purposes. Wetland and flood limits shown are approximate and should not be used to determine setbacks for structure or as a basis for purchasing property.

Prepared using information from:  
Lake County Department of Information & Technology: GIS/Mapping Division  
18 North County Street  
Waukegan, Illinois 60085-4357



2021 Aerial Photo









Map Prepared 30 September 2021



# EXHIBIT 2

## Concept Parking Plan

### Legend

-  Southerly Drive
-  Additional Asphalt
-  Accessible Parking Space
-  Painted Lines
-  Northerly Gate
-  Southerly Gate
-  Split Rail Fence
-  New Sign

## Exhibit 2

Lake County Forest Preserve District  
 1899 W Winchester Rd  
 Libertyville, Illinois 60048  
 847-968-3351  
 www.LCFPD.org

Courtesy Copy Only  
 Property boundaries indicated are provided  
 for general location purposes. Wetland  
 and flood limits shown are approximate and  
 should not be used to determine setbacks for  
 structure or as a basis for purchasing property.

Prepared using information from:  
 Lake County Department of Information  
 & Technology: GIS/Mapping Division  
 18 North County Street  
 Waukegan, Illinois 60085-4357



2021 Aerial Photo

Map Prepared 28 September 2021



**EXHIBIT 3**

**Southerly Gate Type**



EXHIBIT 4

Paving Contractor's Insurance Requirements



Corkill Insurance AP  
25 Northwest Point Blvd., Suite 625  
Elk Grove Village, IL 60007

Phone 847-758-1000  
Fax 847-758-1200

June 24, 2021

Mr. Michael Zahalka  
Lake County Forest Preserves  
1899 W Winchester Rd  
Libertyville, IL 60048

Re: Chicagoland Paving Contractors, Inc.

Project: 21046  
Pave maint. at  
Multiple Preserves

We certify that we have read the insurance requirements set forth in the contract detailed above and will issue the required certificates of insurance for Chicagoland Paving Contractors, Inc.

Please feel free to contact me if you have any questions.

Sincerely,

*Paul F. Praxmarer*

Paul F. Praxmarer  
Agent  
847.254-6389

PFPP/lpr



[REDACTED]

6. Insurance Coverages

All insurance policies shall be issued from insurance companies holding at least an "A5" or better rating as rated by A.M. Best Company. All policies shall include the District named as additional insured.

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory
- (2) Employer's Liability:
  - a. \$1,000,000 - injury per occurrence
  - b. \$ 500,000 - disease per employee
  - c. \$ 500,000 - disease policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented, not less than:

- (1) Bodily Injury:

[REDACTED]

- a. \$ 500,000 - per person
- b. \$1,000,000 - per occurrence
- (2) Property Damage:
  - a. \$ 500,000 - per occurrence
  - b. \$ 1,000,000 - aggregate

All employees shall be included as insured's.

- C. Comprehensive General Liability: If such CGL insurance contains a general aggregate limit, it shall apply separately to this project. With coverage written on an "occurrence" basis with limits no less than:

- (1) General Aggregate: \$2,000,000
- (2) Bodily Injury:
  - a. \$ 2,000,000 - per person
  - b. \$ 2,000,000 - per occurrence
- (3) Property Damage:
  - a. \$ 2,000,000 - per occurrence
  - b. \$ 2,000,000 - aggregate
- (4) Other Coverages:
  - Premises/Operations
  - Products/Completed Operations (to be maintained for two years following Final Payment)
  - Independent Contractors
  - Personal Injury (with Employment Exclusion deleted)
  - Broad Form Property Damage Endorsement
  - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
  - Bodily Injury and Property Damage "X", "C", and "U" exclusions shall be deleted

Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad tracks.

All employees shall be included as insured's.

- D. Builders Risk Insurance. This insurance shall be written in completed value form, shall protect Contractor and Owner against "all risks" of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and shall be designed for the circumstances that may affect the Work.

This insurance shall be written with limits not less than the insurable value of the Work at completion. The insurable value shall include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance shall include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance shall include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company's consent.

- E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

- F. Deductible. Each policy shall have a deductible or self-insured retention less than \$10,000.00.
- G. Owner as Additional Insured. Owner shall be named as an Additional Insured on the following policies:
  - Comprehensive Motor Vehicle Liability
  - Comprehensive General Liability

The Additional Insured endorsement shall identify Owner as follows:

Lake County Forest Preserve District (Owner)

- H. Indemnification Clause. The Contractor shall protect, indemnify, hold and save harmless and defend the District its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, or volunteers or officers or independent contractors or subcontractors of the District, on account of personal injuries or death, or damages to property occurring, growing out of, incidental to, or resulting directly or indirectly from the use and performance by or on behalf of the Contractor.
- I. Evidence of Insurance. Company shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance. District shall have the right, but not the obligation, of prohibiting Company from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District. Failure to maintain the required insurance may result in termination of this Contract at District's option. Company shall provide certified copies of all insurance policies required above within 10 days of Districts' written request for said copies.
- J. Owner's and Contractor's Protective Liability Insurance (required if hiring sub-contractors). Contractor, at its sole cost and expense, shall purchase this insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$1,000,000.

