



Lake County Forest Preserves

General Offices
1899 West Winchester Road
Libertyville, Illinois 60048
847-367-6640 • Fax: 847-367-6649
www.LCFPD.org

DATE: June 5, 2023

Agenda Item # 10.11

MEMO TO: Paras Parekh, Chair
Planning Committee

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

RECOMMENDATION: Recommend approval of a Resolution approving an Easement Agreement with the Village of Volo (the “Village”) for a 0.155-acre permanent easement for a multi-use path along Fish Lake Road at Marl Flat Forest Preserve.

STRATEGIC DIRECTION SUPPORTED: Public Access and Connections; Leadership.

FINANCIAL DATA: There is no financial impact at this time.

BACKGROUND: On January 9, 2023, the Planning Committee gave policy direction to work with the Village regarding an easement at Marl Flat Forest Preserve, for the installation and long-term maintenance of a multi-use path.

The Village is making improvements to Fish Lake Road, including minor road widening to provide a full 11-foot wide lane in both directions, drainage improvements, and road re-surfacing. None of these road improvements will be on District property. In conjunction with the road improvements, the Village is constructing a new 0.7-mile, 8-foot wide multi-use path. The proposed path will provide links from the following public places to the Millennium Trail and Marl Flat Forest Preserve: Grant Township’s existing path along Molidor Road, Grant Township Center, the Grant Township High School athletic fields and Big Hollow School.

The Village wants to construct and maintain the new path so that a portion of it would be located within a 0.155-acre permanent easement on District land, so that they can avoid removing seven (7) high quality native trees within the Fish Lake Road right of way – those trees would have to be removed if the path was constructed within the right of way. Under the proposed easement agreement, the Village would agree to provide the construction and long-term maintenance of the new path at no cost to the District.

The Village drafted the easement, and in exchange for protection of the native trees and providing increased access to the Millennium Trail, staff recommends waiving all fees associated with the easement, including the cost of preparing the agreement and any other necessary documents.

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 JUNE MEETING
JUNE 14, 2023**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING COMMITTEE** presents herewith “A Resolution approving an Easement Agreement with the Village of Volo for a multi-use path along Fish Lake Road at Marl Flat Forest Preserve,” and requests its approval.

PLANNING COMMITTEE:

Date: 6-5-2023 Roll Call Vote: Ayes: _____ Nays: _____
 Voice Vote Majority Ayes; Nays: 0

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

**A RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH
THE VILLAGE OF VOLO FOR A MULTI-USE PATH ALONG FISH LAKE ROAD
AT MARL FLAT FOREST PRESERVE**

WHEREAS, the Lake County Forest Preserve District (the “District”) owns property commonly known as Marl Flat Forest Preserve (the “Property”); and

WHEREAS, the Village of Volo (the “Village”) has requested a permanent easement within the Property for the construction, operation and maintenance of a new 0.7-mile, 8-foot wide multi-use path (the “Path”) within the Property (the “Easement”); and

WHEREAS, the Path will link Grant Township’s existing path along Molidor Road, Grant Township Center, the Grant Township High School athletic fields and Big Hollow School to the District’s Millennium Trail and Marl Flat Forest Preserve; and

WHEREAS, the Village has requested the Easement within District land, so that it can avoid removing seven (7) high quality native trees within the Fish Lake Road right of way, which would have to be removed if the Path was constructed within the right of way; and

WHEREAS, it is in the best interest of the District to approve the Agreement in substantially the form attached hereto; and

WHEREAS, Section 6 of the Downstate Forest Preserve District Act, 70 ILCS 805/6, authorizes the District to grant easements under or across District property for the construction, operation, and maintenance of public trails; and

WHEREAS, the District has adopted an Ordinance Regarding Licenses and Easements (the “License and Easement Ordinance”) which sets forth the general requirements for granting easements;

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 Easement Agreement. The Easement Agreement is hereby approved in substantially the form attached hereto. The President, Secretary, and Executive Director of the District are hereby authorized and directed to execute and attest to, on behalf of the District, the Easement Agreement in substantially the form attached hereto. In the event that any provision of the Easement Agreement conflicts with the License and Easement Ordinance, the conflicting provision of the License and Easement Ordinance is hereby waived.

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 _____, 2023

AYES:

NAYS:

APPROVED this ____ day of _____, 2023

Angelo D. Kyle, President
Lake County Forest Preserve District

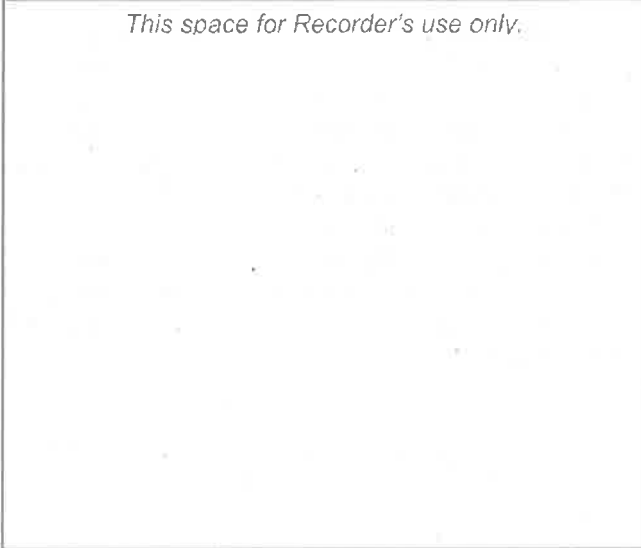
ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

**AFTER RECORDING PLEASE
RETURN TO:**

The Village of Volo
500 S. Fish Lake Road
Volo, IL 60073
Attention: Village Administrator



Easement Agreement
between
Lake County Forest Preserve District
and
Village of Volo

This Easement Agreement (this "**Agreement**") is dated and executed as of the ____ day of _____, 2023 (the "**Effective Date**"), and is by and between the Lake County Forest Preserve District, a body politic and corporate organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/.001 et seq. (the "**District**"), and the Village of Volo, an Illinois home rule municipal corporation (the "**Village**") (the District and the Village are collectively referred to as the "**Parties**"). In consideration of the provisions below and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Background.** The District holds fee simple title to property commonly known as Marl Flat Forest Preserve in Lake County, Illinois (the "**Subject Property**"). The Village desires to make certain public highway improvements to, and that benefit and serve, Fish Lake Road (the "**Highway Improvements**"). Fish Lake Road runs generally adjacent to the Subject Property. In conjunction with the Highway Improvements, the Village desires to: (a) install, operate, maintain, repair, and replace an approximately 8-foot wide asphalt multi-use path in conjunction the Highway Improvements (the "**Path**") on property that will include the Fish Lake Road right of way and the portion of the Subject Property legally described in Exhibit A attached hereto and generally depicted on Exhibit B attached hereto as the "**Easement Premises**", and (b) temporarily enter and use the Easement Premises for the limited purpose of initially constructing and installing the Path (collectively, the construction, installation, operation, maintenance, repair, replacement, and removal of the Path within the Easement Premises is the "**Work**"). By installing a portion of the Path on the Easement Premises, rather than installing that portion of the Path within the Fish Lake Road right of way, the Village can avoid removing or damaging seven mature quality trees that are located within the Fish Lake Road right of way and that are identified on Exhibit B as the "Trees to be Saved" (the "**Existing Trees**"). The Parties desire that the Work will not result in the removal of or damage to the Existing Trees.

2. Grant of Easement. Subject to this Agreement and the District's "Ordinance Regarding Licenses and Easements for Public Services" approved December 10, 2019, and amended from time to time (the "**License and Easement Ordinance**"), the District hereby grants to the Village, for its use and for the use of its contractors and agents a non-exclusive construction easement in, on, over, and under the Easement Premises for the purpose of initially constructing and installing the Path, and thereafter operating, maintaining, repairing, and replacing the Path (the "**Easement**"). The Village shall use the Easement in strict accordance with the Plans (defined in Section 4.A) and the Construction Contract (defined in Section 4.A) and shall make improvements or changes to, and install and structures within, the Easement Premises only if such improvements, changes, or structures are depicted in the Plans and, then, in strict accordance with the Plans, subject to any amendments to the Plans agreed to by the Parties in writing and recorded against the Easement Premises.

3. Terms of Easement. The Easement shall be effective on the Effective Date and the term of the Easement shall be perpetual.

4. Performance of the Work.

A. Construction Contract Requirements. With respect to the Work, all of which is being performed on District property, the Village shall: (i) obtain all permits and approvals for the Work required by all applicable laws (the "**Requirements of Law**") and (ii) cause the Work to be completed pursuant to, and in accordance with, one or more contracts (collectively, the "**Construction Contract**") between the Village and a general contractor (the "**Contractor**"), in a form approved by the District's Executive Director (which approval will not be unreasonably withheld or delayed). The parties acknowledge that the Construction Contract must be based on forms acceptable to the Illinois Department of Transportation. Subject to the forgoing, the Construction Contract shall:

- (a) require that the Work be completed (i) in a good and workmanlike manner, at no cost and expense to the District, (ii) in accordance with the engineering plans that are identified in the cover sheet for such plans, which is attached to this Agreement as Exhibit C (the "**Plans**"), and (iii) in accordance with Requirements of Law, including, without limitation, the License and Easement Ordinance and all Requirements of Law that prohibit, restrict, or regulate any hazardous materials,
- (b) require the Contractor to pay prevailing wages in accordance with the Prevailing Wage Act,
- (c) require the Contractor to obtain and maintain sureties in accordance with the Public Construction Bond Act, including, without limitation, a performance bond or letter of credit in a form approved by the Village and the District, which approval shall not be unreasonably withheld, and in a penal sum not less than the contract price of the Construction Contract, guaranteeing to the Village and the District completion of the Work in accordance with the provisions of the Construction Contract, including, without limitation, any required restoration and repair of any damage to the Easement Premises or any other property owned by the District (the "**Performance Security**"); however, the Performance Security or any component of it (e.g., a performance bond) may be a single bond for the benefit of

both the Village and the District, and the Construction Contract will not require the Contractor to obtain two bonds for the same portion of the Work,

- (d) require the Contractor to implement all tree protection measures necessary to protect the Existing Trees and set forth in the Plans,
- (e) require the Contractor to indemnify the District against any claims arising from the Contractor's negligence, which form of indemnification will be subject to the review and approval of the District's Executive Director (which approval will not be unreasonably withheld or delayed),
- (f) satisfy the insurance requirements of Section 10 of this Agreement,
- (g) provide for the Contractor's warranty that, for a period of not less than one year after the completion of construction, the Work will be free from defects and flaws in design, workmanship, and materials and shall conform to the requirements of the Construction Contract, and
- (h) grant the District, as a third-party beneficiary, the right to enforce the provisions of the Construction Contract that are required in this Section.

Prior to performing any Work, the Village shall provide to the District copies of the executed Construction Contract and Performance Security.

B. Changed Work. If, with respect to any Work, the Village or the Contractor desires to perform Work that deviates from the Work as depicted in the Plans (the "**Changed Work**"), they shall, prior to the commencement of any Changed Work, submit revised Plans depicting the Changed Work and obtain the written approval of the District's Executive Director, which approval may be granted or denied in the Executive Director's sole discretion.

5. Maintenance of Easement Premises.

A. Easement Premises. During the term of the Easement, the Village shall maintain the Easement Premises in a safe, good, and clean condition.

B. Other District Property. In addition to its obligations under Section 6, the Village shall promptly clean all mud, dirt, or debris deposited by the Village or any agent of or contractor hired by, or on behalf of, the Village, on any property owned by the District, and shall repair any damage to any property owned by the District caused by the activities of the Village or any agent of or contractor hired by, or on behalf of, the Village in connection with the Work. If the Village fails to clean or repair, or undertake with due diligence to clean or repair, any property owned by the District which it is obligated to clean or repair pursuant to this Agreement within 24 hours after the District gives the Village notice thereof, then the District may, but will not be obligated to, cause the affected property to be cleaned or repaired and the Village shall reimburse the District for all costs incurred by the District to cause the affected property to be cleaned or repaired.

C. Abatement of Dangerous Condition. If the District reasonably determines that the Work threatens the public health and safety (i) the District may, but will not be obligated,

to take all action that it deems necessary to abate the dangerous condition and (ii) the Village shall reimburse the District for all costs incurred by the District in the performance of such action.

6. Restoration and Vacation.

A. Upon Completion of Work. Upon completion of the Work, the Village shall, at no cost to the District, restore the Easement Premises in accordance with the Plans.

B. Upon Termination of Easement. Upon the termination of any Easement described in this Agreement, the Village shall, at no cost to the District: (i) remove any facilities and Work from the applicable portion of the Easement Premises, (ii) restore the applicable portion of the Easement Premises in accordance with the Plans, and (iii) subject to the rights and obligations provided herein, vacate the applicable portion Easement Premises. If the Village fails to remove any facilities and the Work or restore the Easement Premises as required, the District may, but will not be obligated to, perform and complete the removal and restoration and the Village shall reimburse the District for all costs incurred by the District for such work.

7. Reservation of Rights. The District reserves its right to: (a) use the Easement Premises for any authorized purpose, (b) grant other non-exclusive licenses or easements within the Easement Premises, and (c) full and normal access to the Easement Premises, so long as such use, grant, or access does not unreasonably prevent, impede, or interfere with the Village's use of the Easement Premises. The Village shall perform the Work so that it does not unreasonably interfere with the District's reserved rights.

8. No Assessments and Liens. The Village represents and warrants that it shall: (a) not assess or impose against the Easement Premises any special assessment, special service area tax, recapture fee, or similar assessment, tax, or fee (an "**Assessment**"), (b) indemnify the District from any Assessment that the Village imposes, (c) take all necessary action to keep the Easement Premises free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with the Work, and (d) cause, at no cost to the District (i) any lien that is filed against the Easement Premises in connection with the Work to be discharged and released, and (ii) evidence of this discharge and release to be recorded against the Easement Premises, all within 30 days after the date the lien is filed.

9. Indemnity. The Village shall indemnify, hold harmless, defend, and release the District, its commissioners, officers, agents, and employees from and against any alleged loss, claim, damage, and expense (including, without limitation, attorneys' fees and litigation costs) that may be alleged or asserted against any of those parties in connection with (a) the Work, the Village's use of the Easement, or the use of the Easement Premises or Subject Property by the Village or (b) the Village's performance of, or failure to perform, its obligations under this Agreement (collectively, the "**Indemnified Claims**"), whether or not any such performance or failure to perform is alleged to result from the Village's breach of this Agreement, negligence, willful misconduct, or any other standard of conduct and whether or not such Indemnified Claim is covered by the Insurance required in Section 10 below; however, this indemnity shall not apply to the extent any Indemnified Claims are caused by the willful misconduct or negligence of the District or are subject to indemnity of the District by the Contractor as provided in paragraph 4(A)(d) above.

10. Insurance. At all times while any Work is being performed, the Village shall cause its contractors to, at no cost or expense to the District, procure and maintain insurance policies, coverages, and limits sufficient to protect the District, the Easement Premises, the Subject

Property, and any other property owned by the District from the Indemnified Claims, the Work, and all other actions by the Contractor or its subcontractors or agents pursuant to this Agreement. The policies, coverages, limits, and insurers that issue them are subject to the District's approval; in its sole discretion. The Village shall cause the District to be named as an additional insured on all such policies, and shall upon request provide to the District certificates of insurance acceptable to the District evidencing the insurance required by this Section. Without limiting the above provisions of this Section, prior to their performance of any Work on the Easement Premises related to the initial construction and installation of the Path, the Village shall cause its contractors to provide certificates of insurance showing that they have procured and will maintain the insurance policies, coverages, and limits described on Exhibit D.

11. Easement Fee. The Village will not be required to pay or reimburse to the District any monetary Fee, tree compensation fee, out-of-pocket costs, staff costs, or legal costs that would otherwise be payable to the District under the License and Easement Ordinance.

12. Covenants Running with the Land. The Easement and the rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall be easements, rights, restrictions, agreements and covenants running with the land, shall be recorded against the Easement Premises, and shall be binding upon and inure to the benefit of the District and the Village and their respective successors, assigns, and representatives, including, without limitation, all subsequent owners of the Easement Premises, or any portion thereof, and all persons claiming under them. Promptly after the full execution and delivery of this Agreement by the District and the Village, the Village shall, at no cost to the District, record this Agreement against the Easement Premises with the office of the Recorder of Deeds of Lake County, Illinois.

13. Default. If either party fails to perform any obligations under this Agreement and does not, within sixty (60) days [or such longer period of time as may be reasonably required in light of the nature of such cure, but in no event more than 180 days without the written authorization of non-performing party] after receiving written notice from the other party identifying and describing such failure, cure such failure, then such failure will be deemed a "Default" and the other party may pursue any remedy available at law or equity, including the right to terminate this Agreement; provided, however, that no termination remedy may be exercised except by a majority vote of the corporate authorities of the non-defaulting party. If the Easement is terminated as a result of the Village's Default, then Village shall remove the Path and restore the Easement Premises in accordance with the Plans within ninety (90) days after the effective date of such termination. In the event that the Easement is terminated for any reason, then the Village shall be under no further obligation to protect the Existing Trees as provided in this Agreement.

14. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered: (a) personally, (b) by a reputable overnight courier, or (c) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt, (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit, or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. 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.

Notices and communications to the District shall be addressed and delivered to the following address:

Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, IL 60048
Attention: Executive Director

With a copy to:

Burke, Warren, MacKay & Serritella, P.C.
330 N. Wabash Street, 21st Floor
Chicago, IL 60611
Attention: Matthew E. Norton

Notices and communications to the Village shall be addressed and delivered to the following address:

Village of Volo
500 S. Fish Lake Road
Volo, IL 60073
Attention: Village Administrator

With a copy to:

Filippini Law Firm LLP
990 Grove Street, Suite 220
Evanston, IL 60201
Attention: Victor P. Filippini, Jr.

Nothing in this Section will be deemed to invalidate a notice actually received by a party, include a notice actually received, but given by a means other than as provided in this Section.

15. General Provisions.

A. Entire Agreement. This Agreement is the entire agreement between the parties and supersedes all of their prior agreements and negotiations, written or oral, relating to the subject matter of this Agreement.

B. Governing Law. This Agreement is governed by the internal laws, but not the conflict of laws rules, of the State of Illinois.

C. Assignment. Neither this Agreement nor the Easement may be assigned by the Village without the prior written consent of the District, which it may grant or deny in its sole discretion.

D. No Waiver. Any act or omission by the District that may constitute a waiver of one or more its rights under this Agreement shall not constitute or be deemed to be a waiver of any other right that the District has or may have in the future under this Agreement.

E. Authority. Each person signing this Agreement hereby states and covenants that he or she has read and understood this Agreement, that he or she has the authority to execute this Agreement on behalf of the party whom he or she represents, and that such party intends to be legally bound by the provisions of this Agreement.

F. Enforcement; Prevailing Party. The District and the Village may, in law or in equity, by suit, action, mandamus, or any other proceeding, including, without limitation, specific performance, enforce or compel performance of this Agreement. In the event of a judicial proceeding brought by one party against the other party, the prevailing party in the judicial proceeding shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

[signature page follows]

ATTEST:

**LAKE COUNTY
FOREST PRESERVE DISTRICT**

Julie Gragnani, Secretary

By: _____
Angelo D. Kyle, President

ATTEST:

VILLAGE OF VOLO

Colleen Huhn, Village Clerk

By: _____
Stephen Henley, Village President

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) **SS**
COUNTY OF LAKE)

On _____, 2023, this instrument was acknowledged and executed before me by Angelo D. Kyle, President of the **Lake County Forest Preserve District**, a body politic and corporate, and attested to by Julie Gragnani, Board Secretary, of said District.

Signature of Notary

My Commission Expires: _____

STATE OF ILLINOIS)
) **SS**
COUNTY OF LAKE)

On _____, 2023, this instrument was acknowledged and executed before me by Stephen Henley, Village President of the **Village of Volo**, an Illinois home rule municipal corporation, and attested to by Colleen Huhn, Village Clerk, of said Village.

Signature of Notary

My Commission Expires: _____

EXHIBIT A

Legal Description of Easement Premises

Route: Fish Lake Road
Section: 15-08113-05-CH
County: Lake
Job Number: R-55-001-97
Parcel Number: 0002 PE
Station: 50+36.50 to 53+06.42
P.I.N.: 05-35-200-002

That part of the Northeast Quarter of Section 35, Township 45 North, Range 9 East of the Third Principal Meridian, in Grant Township, Lake County, Illinois. Bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9999448, described as follows:

Commencing at the Northeast corner of the South half of the Southwest Quarter of the Northeast Quarter of said Section 35; thence North 89 degrees 44 minutes 47 seconds West a distance of 33.00 feet to the West right of way line of Fish Lake Road for a point of beginning; thence South 00 degrees 19 minutes 47 seconds West along the West right of way of Fish Lake Road a distance of 270.03 feet; thence North 89 degrees 40 minutes 13 seconds West a distance of 25.00 feet; thence North 00 degrees 19 minutes 47 seconds East a distance of 270.00 feet; thence South 89 degrees 44 minutes 47 seconds East a distance of 25.00 feet to the point of beginning.

Said parcel containing 0.155 acres, more or less.

EXHIBIT B

General Depiction of Easement Premises and Existing Trees

Exhibit B

Legend

 Forest Preserve Property  Easement Premises: 0.155 Acres

Lake County Forest Preserve District
Land Preservation and Special Projects
1899 W Winchester Rd
Libertyville, Illinois 60048
847-968-3351

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
847-377-2373

0 25 50 100 Feet

2022 Aerial Photo

Map Prepared 27 March 2023

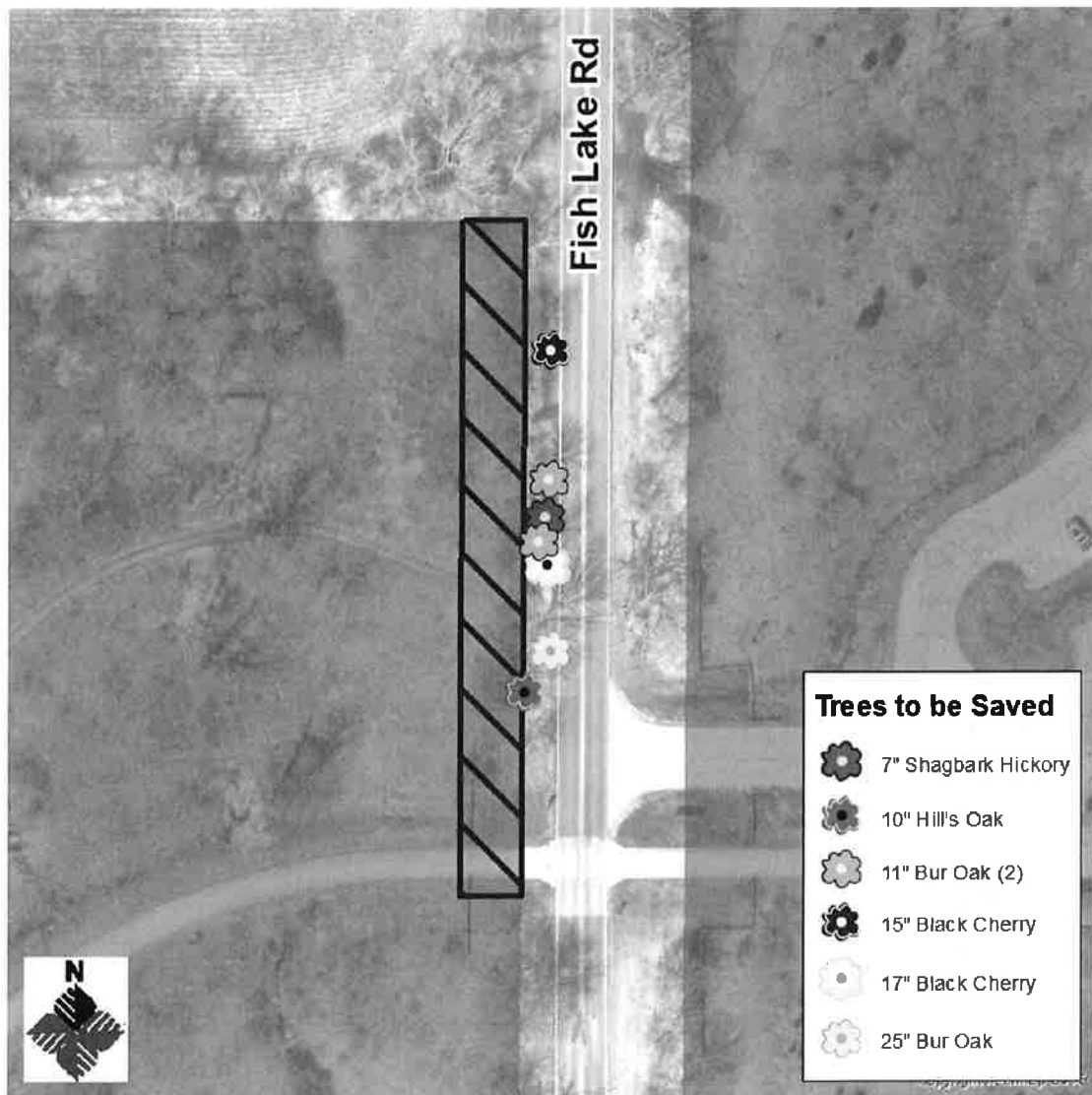


EXHIBIT C

Cover Sheet (Page 1) and Index of Sheets (Page 2) for Plans

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

PLANS FOR PROPOSED FEDERAL AID HIGHWAY


FAP ROUTE 0163 FISH LAKE ROAD
FROM IL 120 (BELVIDERE RD)
TO NIPPERSINK ROAD
SECTION. 15-08113-05-CH
LAKE COUNTY
C-91-008-16

FOR INDEX OF SHEETS, SEE SHEET NO. 2
FOR INDEX OF HIGHWAY STANDARDS SEE SHEET NO. 2

TRAFFIC DATA
ROAD NAME: FISH LAKE ROAD
FUNCTIONAL CLASSIFICATION: MAJOR COLLECTOR
POSTED SPEED LIMIT: 30 MPH
DESIGN SPEED: 35 MPH
ADT: 3,400 (2018)

PLAN SHEETS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. ALL MEASUREMENTS CONFORM TO STANDARD SCALERS. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALERS MAY BE USED.

JULIIE
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
#800-825-0823
ON 8/11



COUNTY OF NIPPERSINK, ILL.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

Approved: _____ 2023

Planned: _____ 2023

Distric One Engineer of Local Roads & Streets
Reliability for Bid
Based on Limited
Review

Regional Engineer

**PRINTED BY THE AUTHORITY
OF THE STATE OF ILLINOIS**


DATE: 08/11/2023

DRAWN BY: _____

CHECKED BY: _____

DATE: 08/11/2023

CH2M HILL
GENERAL HAMILTON
ASSOCIATES, INC.
615 River Edge Drive • Vernon Hills, IL 60061
Tel: 847.487.4100 • Fax: 847.487.4101



LOCATION MAP
(Not to Scale)

END IMPROVEMENTS
STA. 98+47.05

BEGIN IMPROVEMENTS
STA. 33+40.29

FISH LAKE ROAD GROSS LENGTH = 6,607 FEET • (1.25 MILES)

CONTRACT NO. 6TE86

EXHIBIT D

Insurance Requirements for Initial Installation of Path

Insurance Requirements

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 name the District as an additional insured.

A. Worker's Compensation and Employer's Liability. Licensee shall maintain workers' compensation and employer's liability insurance with limits of not less than:

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

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

B. Comprehensive General Liability: Licensee shall maintain comprehensive general liability ("CGL") insurance with limits of not 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
 - Independent Contractors
 - Personal Injury (with Employment Exclusion deleted)
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover all indemnity provisions of the contract)
 - Bodily Injury and Property Damage "X", "C", and "U" exclusions shall be deleted

All employees shall be included as insureds. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement, with coverage written on an "occurrence" basis.

C. Comprehensive Motor Vehicle Liability: Licensee shall maintain comprehensive motor vehicle liability with limits for vehicles owned, non-owned or rented, not less than:

- (1) Bodily Injury:
 - 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.

D. Umbrella Policy. The required coverages may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage of 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.

E. Evidence of Insurance. Licensee shall, within ten (10) days after execution and delivery of this Agreement by Licensee and, thereafter, within ten (10) days after receipt of a request from the District, furnish the District with certificates of insurance acceptable to the District and, if requested by the District, applicable policy endorsements executed by a duly- authorized representative of each insurer, evidencing compliance with the insurance requirements.