

**VILLAGE OF GRAYSLAKE
PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT is dated as of the 27 day of April, 2016 ("Agreement"), and is by and between the VILLAGE OF GRAYSLAKE, an Illinois municipal corporation ("*Village*") and the Consultant identified in Section 1A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Village's statutory powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. **Engagement of Consultant.** The Village desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the Services in connection with the project identified below:

Consultant Name ("*Consultant*"): SAFEbuilt Illinois, LLC

Address: 3755 Precision Drive, Suite 140
Street
Loveland CO 80538
City State Zip

Telephone No.: 970-292-2205

Email: gtoth@safebuilt.com

Project Name/Description: SEE EXHIBIT A – SCOPE OF SERVICES

B. **Project Description.** Consultant shall provide services described in Exhibit A ("*Services*") as directed by the Village.

C. **Representations of Consultant.** The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the Services in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature in Northeastern Illinois.

D. **Fees for Services.** The Consultant shall invoice the Village for Services provided in accordance with the fee schedule ("*Schedule*") attached as Exhibit B to this agreement.

SECTION 2. SCOPE OF SERVICES.

A. **Retention of the Consultant.** The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. **Services.** The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. **Commencement; Time of Performance.** The Consultant shall be prepared to commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("**Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by either party. The initial term of this Agreement shall be twenty-four (24) months, subsequently, the Agreement shall automatically renew for a twelve (12) month term; unless prior notification is delivered to either party thirty (30) days in advance of the renewal date of this agreement. In the absence of written documentation, this Agreement will continue in force until such time as either party notifies the other of their desire to terminate this Agreement.

D. **Reporting.** The Consultant shall regularly report to the Village Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. **Invoices and Payment.** The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in such invoice for the Services shall be based on the rates set forth in the Schedule. The Village shall pay to the Consultant the amount billed within 60 days after receiving such an invoice.

B. **Records.** The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for Services done under the Agreement. The billing records shall be made available to the Village at reasonable times during the Agreement period, and for a year after the termination of the Agreement.

C. **Taxes, Benefits, and Royalties.** Each payment by the Village to the Consultant includes all applicable federal, state, and Local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

D. **Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. **Key Project Personnel.** The Key Project Personnel have been identified by the Consultant as Steve Touloumis, SAFEbuilt Regional Building Official. These individuals shall be primarily responsible for carrying out the Services on behalf of the Consultant, with Steve Touloumis, SAFEbuilt Regional Building Official (stouloumis@safebuilt.com), as the primary contact. The Key Project Personnel shall not be changed without the Village's prior written approval.

B. **Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

C. **Approval and Use of Subcontractors.** The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. **Confidential Information.** The term "*Confidential Information*" shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of said information to the Consultant under this Agreement ("*Time of Disclosure*"); (2) to have been in the public domain prior to the Time of

Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice and care practiced by similar firms in performing services of a similar nature in Northeast Illinois at the Time of Performance.

B. Indemnification. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Village, its officials, and employees (collectively, Village) against all damage, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom the Consultant is legally liable. The Village agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subcontractors (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Village's negligent acts in connection with services provided under this agreement and the acts of its contractors, subcontractors or consultants or anyone for whom the Village is legally liable. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

C. Insurance. The Consultant proposes, and agrees that the Consultant shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in **Exhibit C** to this Agreement within 10 days following the Commencement Date. Such policies shall be in forms, and from companies, acceptable to the Village. The insurance coverages and limits set forth in Exhibit B shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

1. **Subcontractor Insurance.** Unless otherwise provided in Exhibit A or unless otherwise approved by the Village, the Consultant shall not allow any Subcontractor to

commence or continue any part of the Services until and unless such Subcontractor provides and has in force insurance coverages equal to those of the Consultant by this Section.

2. **Required Coverages.** Consultant shall, prior to and at all times while providing, performing, or completing the Services, including, without limitation, at all times while repairing, correcting, or replacing all or any part of the Services that is defective, damaged, flawed, unsuitable, nonconforming, or that fails to meet warranty subject to correction by Consultant pursuant to the Agreement, procure, maintain, and keep in force, at Consultant's expense, all insurance necessary to protect and save harmless the Village, including but not limited to the insurance coverages specified in Exhibit C.

3. **Additional Insured Endorsement.** The Consultant shall also provide the Village with a copy of the actual additional insured endorsement demonstrating that the Village is named as an additional insured. The policy of insurance shall contain no provisions that invalidate the naming of the Village of Grayslake as additional insured.

D. **No Personal Liability.** No elected or appointed official, or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. **Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

B. **Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. **No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or

corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes, including, without limitation, the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Discrimination in Public Agreements Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Services, including the Illinois Structural Services Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. The Consultant shall also comply with all conditions of any federal, state, or local grant received by Village or Consultant with respect to this Agreement or the Services. Consultant shall keep itself fully informed of all laws affecting this Agreement; affecting those engaged or employed on the Services; affecting the equipment, materials, and supplies used in the Services; affecting the conduct of the Services; and affecting the rights, duties, powers, or obligations of Village or of Consultant; and shall also keep itself fully informed of all orders, decrees, and other requirements of bodies or tribunals having any jurisdiction or authority over any of the foregoing. The Consultant shall display all permits, licenses, and other approvals and authorizations as required by law. The Consultant shall, at all times, cause all of its subcontractors to observe and comply with all such laws.

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

E. Termination. Notwithstanding any other provision hereof, either party may terminate this Agreement at any time upon 30 days prior written notice to the Consultant. In the event that this Agreement is so terminated, 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 Proposal.

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("*Event of Default*"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the

Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Consultant.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

G. Mutual Cooperation. The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of and the completion of the Services and with any other consultants engaged by the Village.

H. News Releases. The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Village Manager.

I. Ownership. Designs, drawings, plans, specifications, photos, reports, information, electronic data and files, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement ("***Documents***") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village.

J. Records. Consultant agrees to maintain the records and documents for projects of the Village in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Consultant shall produce records that are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Consultant shall so notify the Village and if possible, the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon Consultant's failure to produce documents or otherwise appropriately respond to a request under the Act, then Consultant shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

SECTION 8. GENERAL PROVISIONS.

A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. **Assignment.** This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns.

D. **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, or by (3) 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) three 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 Village shall be addressed to, and delivered at, the following address:

Mike Ellis
Village Manager
Village of Grayslake
10 South Seymour Avenue
Grayslake, Illinois 60030

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Greg Toth
President
SAFEbuilt Illinois, LLC
3755 Precision Drive, Suite 140
Loveland, CO 80538

E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against either party as this Agreement has been entered into for the sole benefit of the parties.

F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the

remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

J. Authority to Execute.

1. **The Village.** The Village hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

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

L. Waiver. Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. **Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. **Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

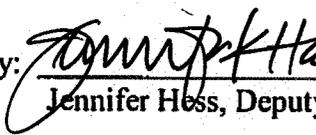
Q. **Exhibits.** Exhibits A, B, and C are attached to this Agreement, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ATTEST:

By:


Jennifer Hess, Deputy Village Clerk



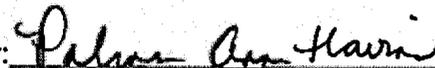
VILLAGE OF GRAYSLAKE

By:


Michael J. Ellis, Village Manager

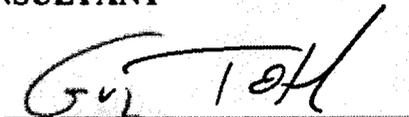
ATTEST:

By:


Palmer Anne Havins, Executive Assistant

CONSULTANT

By:


Greg Toth, President
SAFEbuilt Illinois, LLC

STATE OF ^{COLORADO} ILLINOIS)
)
COUNTY OF LARIMER) SS

CONTRACTOR'S CERTIFICATION

SAFEbuilt Illinois, LLC, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this 6th day of April, 2016.

Attest/Witness:

By: *Karen Mack*
Karen Mack

Title: CFO

SAFEbuilt Illinois, LLC

By: *Greg Toth*
Greg Toth

Title: President

Subscribed and Sworn to
before me this 6th day
of April, 2016.

Palmer Anne Havins
Notary Public – Palmer Anne Havins

My Commission Expires: June 21, 2017

[SEAL]

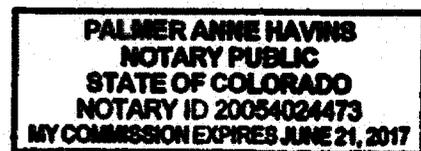


EXHIBIT A

SCOPE OF SERVICES

I. PER SQUARE-FOOT SERVICES

A. **OVERVIEW:** The Village is seeking the following professional services to be billed on a per square-foot basis. These services are primarily related to all new residential buildings (single-family attached / single-family detached / multi-family), new nonresidential buildings, and additions to nonresidential buildings and include:

1. Plan review:

- a. Building construction
 - i. State of Illinois Energy Code
 - ii. Illinois Accessibility Code
- b. Electrical
 - i. National Electrical Code (2011)
- c. Mechanical/HVAC
 - i. International Mechanical Code (2009)
 - ii. International Residential Code (2009)
- d. Plumbing
 - i. State of Illinois Plumbing Code
- e. Zoning:
 - i. Building height
 - ii. Lot coverage
 - iii. Floor area ratio (FAR)
 - iv. Yard requirements

2. Inspections:

- a. Construction
- b. Electrical
- c. Mechanical/HVAC
- d. Plumbing
- e. Zoning (foundation setbacks/elevation survey review)
- f. All other inspections necessary to confirm compliance with adopted Village building codes and other adopted codes for the issuance of a certificate of occupancy

3. Miscellaneous administration (per project / included in per square-foot fees):

- a. Fee calculations:
 - i. Consultant plan review fee (work order)
 - ii. Consultant inspection fee (work order)
 - iii. Customer permit fee
- b. Inspection scheduling
- c. Records management

d. Answering customer inquiries (phone/email)

B. PLAN REVIEW: The successful delivery of the plan review services requires the coordination of tasks between the Village and the Consultant. These tasks include:

1. The Village will collect all initial permit applications and construction/engineering plan documents from the customer.
2. The Village will submit all applications and construction/engineering plan documents to the Consultant for review. The Village shall have access to the electronic project file maintained by the Consultant throughout the duration of the plan review and inspection processes in order to monitor project progress, provide as needed customer status updates, and respond to any applicable Freedom of Information Act (FOIA) requests.
 - a. Prior to the commencement of work on any given project, the Consultant shall prepare a work order for plan review services, which will be submitted to the Village for approval.
 - b. The fees on such work order shall be calculated using a per square foot rate for each project receiving plan review services as agreed upon by both parties and reflected in the Fee Schedule (*Exhibit B*).
3. After Village authorization, the Consultant shall perform the initial plan review and provide a plan review letter to the Village no later than ten (10) business days of receipt of plan documents from the Village.
 - a. If after the initial plan review it is determined that a subsequent plan review is needed, the Consultant shall note the required plan changes in the plan review letter to the Village. The Village will communicate the necessary plan changes to the customer and acquire revised plan documents for re-submittal to the Consultant for subsequent plan review.
 - b. All subsequent plan reviews by the Consultant shall be completed no later than five (5) business days of receipt of revised plan documents from the Village. The first subsequent plan review shall be completed as part of the approved project work order at no additional cost. Any plan reviews beyond the first subsequent plan review shall be completed at an hourly rate as agreed upon by both parties and reflected in the Fee Schedule.
4. At the completion of the plan review process, the final plan review letter from the Consultant to the Village shall be accompanied by the approved set of plans and include:
 - a. Certification by the Consultant that the approved plan(s) are in conformance with the Village's Building and Zoning Codes and all other

building, electrical, mechanical/HVAC, and plumbing codes as adopted by the Village, including all applicable State of Illinois statutes and codes.

- b. Permit fees calculation sheet (form provided by Village).
 - c. Work order for inspection services (work order must be approved by Village with signature prior to the commencement of inspections and fees shall be calculated using a per square foot rate for each inspection service type as agreed upon by both parties and reflected in the Fee Schedule).
5. Upon the receipt of the approved plan documents and final plan review letter from the Consultant, the Village will issue the building permit to the customer and provide electronic copies of the permits to Consultant.
6. Deferred Plan Documents (post-permit issuance) - The Village will collect all deferred plan documents (e.g. structural, elevator, fire sprinkler, fire alarm) from the customer submitted post-permit and submit to the Consultant for review. All deferred plan reviews shall be completed as part of the approved project work order at no additional cost. At the completion of all deferred plan reviews the Consultant shall provide a letter to the Village certifying that the plans are in conformance with the Village's Building Codes and all other building, electrical, mechanical/HVAC, and plumbing codes as adopted by the Village, including all applicable State of Illinois statutes and codes.

C. INSPECTION SERVICES: The successful delivery of the inspection services requires the coordination of tasks between the Village and the Consultant. These tasks include:

1. Serving as the primary point of contact during the inspection process, the Consultant shall administer the scheduling of all inspection appointments and maintain a contact email and phone number for customer inspection requests.
 - a. Upon the receipt of the building permit issued by the Village, the customer will contact the Consultant directly for the scheduling of all required inspections.
 - b. The Consultant shall maintain an inspection request log for each inspection request, including request date and the date of each inspection completion. The inspection request log shall be submitted to the Village monthly for review.
 - c. After each inspection the Consultant shall notify the customer of any deficient or failed inspections via on-site or phone/email correspondence. The Consultant shall also keep the Village informed of any such deficiencies/failures via phone/email correspondence.

- d. The Consultant shall coordinate the scheduling of all necessary third-party inspections (e.g. fire district, elevator, etc.) and shall maintain all corresponding inspection reports in the project file for submittal to the Village with the final inspection letter and subsequent documents.
 - e. The Consultant shall maintain all paperwork associated with inspections, including, but not limited to, inspection reports, signed occupancies, any correspondence, and other supporting records.
2. Inspection Services Standards – The Consultant shall meet the following minimum standards for all inspection services:
- a. Every effort shall be made by the Consultant to complete inspections within one (1) business day of the inspection request by the customer. It is expected that all inspections be performed no later than two (2) business days after a request.
 - b. All inspectors utilized by the Consultant must possess certification with the International Code Council (ICC), National Fire Protection Agency (NFPA), or other applicable certifying agencies as approved by the Village, or possess equivalent experience and/or education that is acceptable to the Village in building inspection, plan review, or construction management.
3. Zoning Review – Upon the completion of all applicable foundation work, the customer will independently schedule a spot survey of the project foundation. The Village will collect the completed spot survey from the customer and submit to the Consultant for review for compliance with the approved site plan and all other applicable zoning foundation setback and foundation elevation requirements. The spot survey review shall be completed by the Consultant within two (2) business days of receipt of the spot survey from the Village.
4. At the completion of all required inspections, the Consultant shall provide the Village written notification certifying that all required inspections have been completed and that the building is in conformance with the Village's Building and Zoning Codes and all other building, electrical, mechanical/HVAC, and plumbing codes as adopted by the Village, including all applicable State of Illinois statutes and codes, for the issuance of a Certificate of Occupancy.
5. In addition to the final inspection letter, the Consultant shall submit electronically to the Village all paperwork and documentation associated with inspections.
6. Upon the receipt of the final inspection letter from the Consultant and all paperwork and documentation, the Village will issue a Certificate of Occupancy for the building.

II. FIXED FEE SERVICES

A. **OVERVIEW:** The Village is seeking the following professional services to be billed at a fixed monthly fee as agreed upon by both parties and reflected in the Fee Schedule. These services are primarily related to all miscellaneous permits (miscellaneous permits include, but are not limited to, Decks/Porches, Roofs, Miscellaneous Electrical, Signs, Fences, Replacement Windows/Doors, Wrecking/Alteration/Temporary Use/Repair, Siding, Sheds, Driveways, Patios, Other Miscellaneous Sidewalks, Garages, Pools, Plumbing, Finished Basements, Commercial Build-outs and Residential Additions) and code enforcement and include:

1. Permit application review:
 - a. Building construction
 - i. State of Illinois Energy Code
 - ii. Illinois Accessibility Code
 - b. Electrical
 - i. National Electrical Code (2011)
 - c. Mechanical/HVAC
 - i. International Mechanical Code (2009)
 - ii. International Residential Code (2009)
 - d. Plumbing
 - i. State of Illinois Plumbing Code
 - e. Zoning (as applicable):
 - i. Building height
 - ii. Lot coverage
 - iii. Floor area ratio (FAR)
 - iv. Yard requirements
2. Plan review (when applicable):
 - a. Commercial build-out
 - b. Residential additions / large-scale remodeling
3. Inspections (as needed based on construction type):
 - a. Construction
 - b. Electrical
 - c. Mechanical/HVAC
 - d. Plumbing
 - e. Zoning (foundation setbacks/elevation survey review; drainage plan compliance review)
 - f. All other inspections necessary to confirm compliance with adopted Village building codes and other adopted codes for the issuance of a certificate of occupancy
4. Miscellaneous administration:
 - a. Permit fee calculations

- b. Inspection scheduling
- c. Records management
- d. Answering customer inquiries (phone/email)

5. Code enforcement

B. **COST BASIS:** The Village will pay for a minimum of twenty (20) hours of service per week, regardless if all 20 hours are needed. The 20 hours of service will be provided for the fixed monthly fee as reflected in the Fee Schedule. The hours per week may be increased by mutual agreement of the parties at the agreed upon hourly rate as reflected in the Fee Schedule.

C. **PERMIT APPLICATION & PLAN REVIEW:** The successful delivery of the permit application and, when applicable, plan review services requires the coordination of tasks between the Village and the Consultant. These tasks include:

1. The Village will collect all initial permit applications and licenses and, when applicable, corresponding plan documents from the customer.
2. The Village will submit electronically, if possible, all applications, licenses, and plan documents to the Consultant for review. The Village shall have access to the electronic project file maintained by the Consultant throughout the duration of the plan review and inspection processes in order to monitor project progress, provide as needed customer status updates, and respond to any applicable Freedom of Information Act (FOIA) requests.
3. While generally the only miscellaneous permits that require a plan review are commercial build-outs and residential additions, upon the receipt of a miscellaneous permit application from the Village the Consultant shall perform a preliminary assessment of the application to determine if a plan review is required in order to confirm compliance with adopted Village building codes, zoning ordinances, and other adopted codes for the issuance of a certificate of occupancy. If it is determined that a plan review is required, the Consultant shall notify the Village to obtain any necessary plans, if not already submitted to the Consultant. All miscellaneous permit plan reviews shall be performed for a flat per permit fee as agreed upon by both parties and reflected in the Fee Schedule. Upon the receipt of all required plan documents, the Consultant shall complete the plan review process per the below outlined steps:
 - a. The Consultant shall perform the initial plan review and provide a plan review letter to the Village via email no later than three (3) business days of receipt of plan documents.
 - b. If after the initial plan review it is determined that a subsequent plan review is needed, the Consultant shall note the required plan changes in the plan review letter to the Village. The Village will communicate the

necessary plan changes to the customer and acquire revised plan documents for re-submittal to the Consultant for subsequent plan review.

- c. All subsequent plan reviews by the Consultant shall be completed no later than two (2) business days of receipt of revised plan documents by the Village.
4. After completing all reviews of the miscellaneous permit application and any applicable plan documents, the Consultant shall provide the Village with a final review letter that includes:
 - a. Permit fees calculation sheet (form provided by Village).
 - b. Certification by the Consultant that the approved application/plan(s) are in conformance with the Village's Building and Zoning Codes and all other building, electrical, mechanical/HVAC, and plumbing codes as adopted by the Village, including all applicable State of Illinois statutes and codes.
5. Upon the receipt of the approved final review letter from the Consultant, the Village will issue the building permit to the customer, collect all applicable permit fees, and provide electronic copies of the permit(s) to the Consultant.

D. INSPECTION SERVICES & MISCELLANEOUS ADMINISTRATION: The successful delivery of the miscellaneous permit inspection services and subsequent administration requires the coordination of tasks between the Village and the Consultant. These tasks include:

1. Serving as the primary point of contact during the inspection process, the Consultant shall administer the scheduling of all inspection appointments relating to miscellaneous permits and maintain a contact email and phone number for customer inspection requests.
 - a. Upon the receipt of the miscellaneous permit issued by the Village, the customer will contact the Consultant directly for the scheduling of all required inspections as outlined in the permit.
 - b. The Consultant shall maintain an inspection request log for each inspection request, including request date and the date of each inspection completion. The inspection request log shall be submitted to the Village monthly for review.
 - c. After each inspection the Consultant shall notify the customer of any deficient or failed inspections via on-site or phone/email correspondence. The Consultant shall also keep the Village informed of any such deficiencies/failures via phone/email correspondence.

- d. The Consultant shall coordinate the scheduling of all necessary third-party inspections (e.g. fire district, elevator, etc.) and shall maintain all corresponding inspection reports in the project file for submittal to the Village with the final inspection letter and subsequent documents.
 - e. The Consultant shall maintain all paperwork associated with inspections, including, but not limited to, inspection reports, signed occupancies, any correspondence, and other supporting records.
2. Inspection Services Standards – The Consultant shall meet the following minimum standards for all miscellaneous permit inspection services:
- a. The Consultant shall be available Monday through Friday between a mutually agreed upon time frame for a minimum of twenty (20) hours per week, with blocks of time at a minimum of four (4) hours. Hours may be adjusted on a weekly basis upon mutual agreement by both parties.
 - b. Every effort shall be made by the Consultant to complete inspections within one (1) business day of the inspection request by the customer. All inspections shall be performed within two (2) business days of a request for inspection by the customer.
 - c. All inspectors utilized by the Consultant must possess certification with the International Code Council (ICC), National Fire Protection Agency (NFPA), or other applicable certifying agencies as approved by the Village, or possess equivalent experience and/or education that is acceptable to the Village in building inspection, plan review, or construction management.
3. At the completion of all required inspections, the Consultant shall provide the Village written notification certifying that all required inspections have been completed and that the project is in conformance with the Village's Building and Zoning Codes and all other building, electrical, mechanical/HVAC, and plumbing codes as adopted by the Village, including all applicable State of Illinois statutes and codes, for the issuance of a Certificate of Occupancy/Certificate of Completion.
4. In addition to the final inspection letter, the Consultant shall submit electronically to the Village all paperwork and documentation associated with inspections.
5. Upon the receipt of the final inspection letter from the Consultant and all paperwork and documentation, the Village will issue a Certificate of Occupancy/Certificate of Completion for the miscellaneous project.
- E. CODE ENFORCEMENT: The Village is seeking code enforcement inspection services to ensure compliance with the Village's property maintenance, zoning, and other

miscellaneous code items. Code enforcement services shall be performed for a fixed monthly fee in combination with the above miscellaneous permit services. The successful delivery of code enforcement services requires the coordination of tasks between the Village and the Consultant. These tasks include:

1. The Village shall provide the Consultant electronically with a daily schedule of all code enforcement inspections to be completed the following work day.
2. Within the same minimum four (4) hours of daily inspection services for miscellaneous permits, the Consultant shall perform all code enforcement inspections as assigned by the Village.
3. The Consultant shall submit all code enforcement inspection results to the Village electronically each day upon completion.
4. The Village shall update the code enforcement inspection schedule with follow-up inspections as needed and issue proper notifications to customers.

III. EMERGENCY RESPONSE SERVICE

The Village is seeking emergency response services to be performed on an as-needed basis for an hourly rate as agreed upon by both parties and reflected in the Fee Schedule. This service shall include responding to emergency scenes when called upon to certify structures for occupancy.

IV. MISCELLANEOUS ADMINISTRATIVE SERVICES

The Village is seeking miscellaneous administrative services to be performed on an as-needed basis for an hourly rate as agreed upon by both parties and reflected in the Fee Schedule. These services shall include the completion of administrative projects and activities upon the request of the Village.

V. SUPPLEMENTAL BUILDING OFFICIAL

A. The Village may seek the services for a part-time building official to serve as the code official of the Village as defined in the Village's building and Village Code. This position will supplement the Village's existing building department services for the execution of the day-to-day operating activities of the department. These services include activities such as:

1. Code Enforcement:
 - a. Drafting as needed code enforcement letters to property owners with violations for compliance.
 - b. Writing adjudication tickets.

- c. Appearing on behalf of the Village in applicable adjudication/court hearings.
 - d. Maintaining the Village's Property Enforcement Program (PEP) lists.
 - e. Performing miscellaneous field inspections as needed from time-to-time.
 - f. Scheduling as needed property maintenance repairs, mowing, etc. (with pre-expenditure approval by the Village).
 - g. Managing new and existing property liens.
2. Customer Service: Responding to general customer inquiries (in-person at counter / phone / email).
3. Permitting:
- a. Lake County Fairgrounds events.
 - b. Temporary Use / Special Events.
4. Emergency Response: Respond to emergency scenes when called upon to certify structures for occupancy.
5. Miscellaneous Administration
- B. It is anticipated that the supplemental building official will work an estimated ten (10) hours per week at the Grayslake Village Hall.
- C. A person experienced in building department administration is preferred. The person occupying this position must be approved by the Village.
- D. The Village will provide administrative support to this position as needed.

**EXHIBIT B
FEE SCHEDULE**

I. Per Square Foot Services

New Construction 1&2 Family (IRC)

1,500 sq. ft. minimum

Plan Reviews	Cost	Unit
Zoning Review:	\$25.00	Flat fee
Building/Energy Review (standard wood frame construction, excludes fire sprinkler systems)(all areas):	\$0.02	per sq. ft.
Electric Review (standard utility supply):	\$0.02	per sq. ft.
Electric Review (each addt'l supply system, such as generator or photovoltaic):	\$25.00	Flat fee
HVAC Review (standard gas furnace or boiler/Electric A/C system):	\$0.01	per sq. ft.
HVAC Review (each addt'l system, such as solar or geothermal):	\$25.00	Flat fee
Plumbing Review (standard utility water & sewer supply and interior DWV):	\$0.02	per sq. ft.
Plumbing Review (each addt'l system, such as solar/HWH interconnection):	\$25.00	Flat fee
Fire Sprinkler Review:	\$0.04	per sq. ft.

Inspections

Building/Energy (all areas):	\$0.14	per sq. ft.
Foundation setback survey review:	\$25.00	flat fee
Electric (all areas):	\$0.08	per sq. ft.
Plumbing (all living areas):	\$0.10	per sq. ft.
HVAC (all conditioned areas):	\$0.05	per sq. ft.
Fire Sprinkler (all protected areas):	\$0.06	per sq. ft.
Non-standard Electric or HVAC system(each system):	\$50.00	flat fee

Clarifiers:

'All areas' include areas that are part of a building/structure, generally measured from outside of exterior wall dimension. It is not intended to include exterior flat work, landscaping, etc. Decks, gazebos, sheds, detached garages, etc. are included. Each floor/level with living space or utility space is intended to be included. Storage only spaces like attics accessed by hatchway or pull down type stairs is not included even where there may be an HVAC unit, including plumbing feed for humidifier, in that space/area.

'All living areas' include the area that is defined as 'all areas', except for separate structures that contain no plumbing waste or supply, such as garages, decks, sheds, gazebos, etc. Also, unfinished basements and attached garages with no water supply or drain are not included as living area.

'All conditioned areas' include the area that is defined as 'all areas' except for separate structures that are not conditioned, such as detached garages, decks, sheds, gazebos, etc. Also, unfinished basements and attached garages that are not conditioned are not included.

Prices include one rereview and all reinspections. Additional rereviews after the first are done on an hourly basis of \$52.00/hour.

New Construction/Addition- Commercial/Multi-family/Industrial/Mixed-Use (IBC)

3,000 sq. ft. minimum

Plan Reviews	Cost	Unit
Zoning Review (if requested):	\$50.00	Flat fee
Building/Energy Review (excludes fire sprinkler systems)[all areas]:	\$0.04	per sq. ft.
Electric Review (standard utility supply):	\$0.02	per sq. ft.
Electric Review (each add't'l supply system, such as generator or photovoltaic):	\$50.00	Flat fee
HVAC Review (standard gas furnace or boiler/Electric A/C system):	\$0.02	per sq. ft.
HVAC Review (each add't'l system, such as solar or geothermal):	\$50.00	Flat fee
Plumbing Review (standard utility water & sewer supply and interior DWV):	\$0.02	per sq. ft.
Plumbing Review (each add't'l system, such as solar/HWH interconnection):	\$50.00	Flat fee
Fire Sprinkler Review:	\$0.04	per sq. ft.
Fire Alarm Review:	\$0.02	per sq. ft.

Inspections

Building/Energy (all areas)*:	\$0.14	per sq. ft.
Foundation setback survey review (if requested):	\$25.00	flat fee
Electric (all areas)*:	\$0.05	per sq. ft.
Plumbing (all living areas)*:	\$0.10	per sq. ft.
HVAC (all conditioned areas)*:	\$0.05	per sq. ft.
Fire Sprinkler (all protected areas)*:	\$0.10	per sq. ft.
Fire Alarm Systems (all protected areas)*:	\$0.05	per sq. ft.

Note: * Add \$25.00 per each additional tenant space or dwelling unit over one

Clarifiers:

Same as 1 & 2 family.

II. Fixed Fee Services

	Cost	Unit
Grayslake Fixed Fee-20 hours/week (misc. permits/code enforcement)	\$4,500.00	per month
Additional hours 8a-5p (misc. permits/code enforcement)	\$52.00	per hour
Miscellaneous plan review	\$52.00	per hour

III. Emergency Response Services

	Cost	Unit
Non-business hours Monday through Friday (2 hour minimum)	\$90.00	per hour
Saturdays (2 hour minimum)	\$90.00	per hour
Sundays (2 hour minimum)	\$120.00	per hour
Holidays (3 hour minimum)	\$180.00	per hour

IV. Miscellaneous Administrative Services

	Cost	Unit
Quote based on type of work/skill set requested by Village	TBD	TBD

V. Building Official Supplement

	Cost	Unit
On site Building Official	\$80.00	per hour
Emergency Response Building Official (normal business hours)	\$100.00	per hour

EXHIBIT C

INSURANCE COVERAGES

Coverage	Limits of Liability
Worker's Compensation	Statutory
General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate
Products and Completed Operations Aggregate	\$2,000,000
Automobile Liability	\$1,000,000 Combined Single Limit
Professional Liability	\$1,000,000 each claim \$2,000,000 Aggregate
Excess/Umbrella Liability	\$5,000,000 Each Occurrence \$5,000,000 Aggregate

NOTEPADINSURED'S NAME **SAFEbuilt Holding Company****SAFEB-1
OP ID: CL**PAGE 2
Date **04/07/2016****Named Insureds (continued):**

SAFEbuilt Arizona, LLC
SAFEbuilt Carolinas, LLC
SAFEbuilt Colorado, LLC
SAFEbuilt Florida, LLC
SAFEbuilt Georgia, LLC
SAFEbuilt Illinois, LLC
SAFEbuilt Louisiana, LLC
SAFEbuilt New Mexico, LLC
SAFEbuilt Ohio, LLC
SAFEbuilt Oregon, LLC
SAFEbuilt Texas, LLC
SAFEbuilt Michigan, LLC
SAFEbuilt Washington, LLC
LSL Planning, LLC
Meritage Systems, Inc.

If required by a written contract, the following forms apply on a blanket basis.

General Liability:

CG2038 0413 Additional Insured-Owners, Lessees or Contractors
CG2001 0413 Primary and Noncontributory
CG2404 0509 Waiver of Transfer of Rights of Recovery Against Others to Us

Auto Liability:

HA9916 0312 Commercial Automobile Broad Form Endorsement includes
Additional Insureds and Waiver of Subrogation

Workers Compensation:

WC 99 03 81 Workers' Compensation Broad Form Endorsement Extended Options
includes Waiver of Subrogation (Waiver of Our Right to Recover from
Others)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

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:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

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 principal as a part of the same project.

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

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

1. Required by the contract or agreement described in Paragraph A.1.; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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