

NOTICE - VILLAGE OF TINLEY PARK
MEETING OF THE COMMITTEE OF THE WHOLE

NOTICE IS HEREBY GIVEN that a regular Committee of the Whole Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, June 21, 2022, beginning at 6:00 p.m. in Council Chambers, located in the Tinley Park Village Hall, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477.

THE AGENDA IS AS FOLLOWS:

1. CALL MEETING TO ORDER.
2. ROLL CALL.
3. CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON JUNE 7, 2022.
4. CONSIDER AGREEMENT WITH THE HORTON GROUP AS EMPLOYEE BENEFIT CONSULTANT.
5. CONSIDER MEDIA PLAN.
6. CONSIDER A REDEVELOPMENT GRANT FOR THE WHISTLE BAR & GRILL, 7537 159th STREET.
7. CONSIDER 2022 PAVEMENT MARKING PROGRAM.
8. CONSIDER EMERGENCY CONTRACT WITH AIRY'S INCORPORATED FOR REPAIR OF A 24" WATER MAIN.
9. CONSIDER PROFESSIONAL SERVICES AGREEMENTS WITH CHRISTOPHER B. BURKE ENGINEERING & ROBINSON ENGINEERING.
10. CONSIDER REDUCING ONE CLASS P LIQUOR LICENSE – SALINA'S CATERING, 7551 175th STREET.
11. CONSIDER APPOINTMENT OF KLEIN, THORPE, AND JENKINS, LTD. AS ADMINISTRATIVE HEARING OFFICER FOR THE VILLAGE OF TINLEY PARK.
12. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

NANCY M. O'CONNOR, VILLAGE CLERK

ROLL

CALL

MINUTES
Meeting of the Committee of the Whole
June 7, 2022 – 5:30 p.m.
Village Hall - Council Chambers
16250 S Oak Park Ave.
Tinley Park, IL 60477

Item #1 - At 5:31 p.m. the special meeting of the Committee of the Whole was called to order.

Item #2 - Clerk O'Connor called the roll. Present and responding to roll call were the following:

Members Present: M. Mueller, President Pro Tem
N. O'Connor, Village Clerk
W. Brady, Village Trustee
D. Galante, Village Trustee
D. Mahoney, Village Trustee
C. Sullivan, Village Trustee
M. Glotz, Village President

Members Absent: W. Brennan, Village Trustee

Staff Present: P. Carr, Village Manager
H. Lipman, Assistant Village Manager
K. Clarke, Community Development Director
J. Urbanski, Public Works Director
A. Ardolino, IT Manager
P. O'Grady, Village Attorney

Others Present: David Pleta, Project Engineer, Robinson Engineering, Ltd

Item #3 - CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD MAY 17, 2022 – Motion was made by Trustee Mahoney, seconded by Trustee Sullivan, to approve the minutes of the Committee of the Whole meeting held on May 17, 2022. President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Vote by roll call. Ayes: Brady, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: Brennan. President Pro Tem Mueller declared the motion carried.

Item #4 – CONSIDER SPECIAL COUNSEL APPOINTMENT FOR DEL GALDO LAW GROUP
The appointment of Del Galdo Law Group as Special Counsel would authorize the Village to utilize their services on an as-needed basis.

Trustee Galante stated that she is looking for more detail on how the Village is spending on legal services and has requested information through the Freedom of Information Act (FOIA) request.

President Glotz stated the information is in the agenda packet and Clerk O'Connor noted the page numbers.

Trustee Mueller stated he is happy with the work Del Galdo has provided in the past.

Trustee Brady noted as services are on an as-needed basis there is no retainer.

Motion was made by Trustee Mueller, seconded by Trustee Mahoney to recommend the special appointment of Del Galdo Law Group be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Mahoney, Mueller, Sullivan. Nays: Galante. Absent: Brennan. President Pro Tem Mueller declared the motion carried.

Item #5 – CONSIDER A CLASS “S” LIQUOR LICENSE FOR FLIPSIDE BREWING, 7144 183RD STREET – Erik Pizer, has approached the Mayor’s Office seeking a Class S license for a new brewpub in the former 350 Brewing location, 7144 183rd Street. Mr. Pizer’s brewing history includes Rock Bottom in Warrenville and Milk Money Brewing in LaGrange.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mahoney, seconded by Trustee Brady to recommend a Class “S” Liquor License for Flipside Brewing, 7144 183rd Street be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: Brennan. President Pro Tem Mueller declared the motion carried.

Item #6 – CONSIDER REDUCTION OF ONE (1) CLASS AV-1 LIQUOR LICENSE – Due to the recent closure of Durbins Restaurant and Lounge, formerly located at 17265 S. Oak Park Avenue, a reduction of one Class AV-1 license was proposed.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mueller, seconded by Trustee Mahoney to recommend the reduction of one (1) Class AV-1 Liquor License be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: Brennan. President Pro Tem Mueller declared the motion carried.

Item #7 – CONSIDER AN AMENDED CONTRACT FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) CONSORTIUM SERVICE WITH MUNICIPAL GIS PARTNERS, INCORPORATED – Anthony Ardolino, IT Manager, presented the amendment. The Village is part of a GIS Consortium where GIS services are provided to the Village by Municipal GIS Partners. In July 2019 due to the financial impact of COVID-19 as a cost-savings measure, the Village reduced the GIS contract. This amendment would increase the services provided by the consortium to the prior pre-pandemic levels for the period of July 1, 2022, through December 31, 2022.

The amended agreement will increase the total number of service hours provided to the Village for GIS services across the various roles the consortium fulfills by 395 hours. The increased cost from the original agreement is \$37,793.32 bringing the 2022 calendar year total to \$176,454.32.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mueller, seconded by Trustee Mahoney to recommend an amended contract for Geographic Information System (GIS) Consortium Service with Municipal GIS Partners, Incorporated be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: Brennan. President Pro Tem Mueller declared the motion carried.

Item #8 – CONSIDER EXTENDED-STAY/HOTEL LICENSING – Kimberly Clarke, Community Development Director, presented the Hotel Business regulation amendment. Over the last few months, there has been an increase in requests for the development of extended-stay hotels in Tinley Park. As staff investigated these requests, it was recognized that the Village’s business regulations did not address

this newer type of hospitality industry. In addition, the extended stay hotels bring a different environment than a traditional hotel because of the ability of guests to stay any extended period of time or however long the hotel allows them to stay. There has been some speculation in the industry on the prospects of converting hotels into apartments.

The proposed text amendment modifies the definition of Hotel and provides for a new definition for “Extended Stay Hotel”. Other highlights of the ordinance include:

1. Creating a maximum stay at any hotel of not more than twenty-eight (28) consecutive days. No guest residing for more than twenty-eight (28) consecutive days shall begin a new rental agreement with the hotel, motel, or extended-stay hotel without at least a two-day vacancy between stays.
2. Required Security on premises- Within one hundred eighty (180) days of the effective date of this Ordinance, any hotel, motel, or extended-stay hotel must provide and maintain security in its parking area. This shall include but not be limited to a live security guard or other security measures to meet the minimum-security standards required by this code section, such as complete video surveillance. All hotels, motels, or extended-stay hotels must maintain a security plan which shall include all implemented security measures. Security plans and documentation for approved alternative security measures shall be kept on file and made available to the Village within a reasonable time upon request.
 - a. Every owner, operator, keeper, or proprietor of any new or existing hotel, motel, or extended-stay hotel is required to install a VSS within one hundred eighty (180) days of the effective date of this Ordinance. All hotels, motels, and extended-stay hotels, which have installed a VSS prior to the effective date of this article, shall ensure that said systems are in full compliance with this section.

President Glotz asked how the two-day vacancy rule was determined and if a five-day vacancy is possible. Paul O’Grady, Village Attorney, replied through discussions with Staff and legal research that two days was deemed reasonable but five days can be researched.

Trustee Brady asked if there is a distinction for those staying due to displacement from a fire or natural disaster. Ms. Clarke replied yes.

Trustee Sullivan asked if guests will be made aware of the policies at the beginning of their stay. Ms. Clarke stated there is a training component and once the licensing is effective hotel staff will need to include this with their guest communications.

Motion was made by Trustee Mueller, seconded by Trustee Brady to recommend Extended Stay/Hotel Licensing be forwarded to the Village Board for first read. Vote by roll call. Ayes: Brady, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: Brennan. President Pro Tem Mueller declared the motion carried.

Item #9 – CONSIDER ANNUAL MUNICIPAL SEPARATE STORM SEWER (MS4) PROGRAM

– David Pleta, Project Engineer, Robinson Engineering, Ltd., presented the MS4 update. The current reporting period for the Village’s General Storm Water Permit for Small Municipal Separate Storm Sewer Systems (MS4) began in April 2021 and extended to March 2022.

The Village began this MS4 Program back in April of 2017 and the current IEPA ILR40 General Permit expired on February 28, 2021. The MS4 Permit is in the process of being reissued by the IEPA. Until the permit is reissued, the Village will continue to operate under the expired MS4 Permit.

The Village Stormwater Management Program has implemented most of the tasks outlined in the current IEPA National Pollutant Discharge Elimination System (NPDES) Permit Program which is designed to reduce the discharge of pollutants from our storm sewer system to the maximum extent possible to our rivers and streams.

The Village's Best Management Practices (BMPs) are requirements set and required to be followed by all new developments and re-development of existing sites. This program requires the Village to outline its BMP control measures, measure and report them annually. It should be noted that most of these tasks the Public Works Department does already. Some of the Village's BMP control measures include the following:

- Public Education and Outreach:
 - The Village website provides information/links to articles related to water quality.
- Public Participation and Involvement:
 - Recycling Program
- Illicit Discharge Detection and Elimination:
 - Annual storm Water Management Facility Inspections
- Construction and Post-Construction Site Runoff Control:
 - Enforcement of the Village's Erosion and Sediment Control Ordinance
- Pollution Prevention and Good Housekeeping:
 - Staff Training
 - Inspection and Maintenance Program

President Pro Tem Mueller asked if members of the Committee had any questions. There were none.

Item #10 – CONSIDER A RESOLUTION TO APPROPRIATE MOTOR FUEL TAX (MFT) FUNDS FOR THE FISCAL YEAR 2023 PAVEMENT MANAGEMENT PROGRAM (PMP) –The PMP Resurfacing Program is an annual program that includes asphalt resurfacing, removal and replacement of selected areas of concrete sidewalk, curb and gutter removal and replacement, pavement striping, and other miscellaneous items of work. The Village budgeted \$3.8 million for the FY2023 program, including the engineering fees, and the project is intended to be funded with MFT and Rebuild Illinois Capital Grant funds.

In accordance with Illinois Compiled Statutes and Illinois Department of Transportation (IDOT) procedures, the adoption of a resolution declaring the intent and appropriation of MFT funds is required for the FY2023 PMP Resurfacing Program.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mahoney, seconded by Trustee Sullivan to recommend a Resolution to appropriate Motor Fuel Tax (MFT) funds for the Fiscal Year 2023 Pavement Management Program (PMP) be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: Brennan. President Pro Tem Mueller declared the motion carried.

Item #11 – CONSIDER A RESOLUTION TO APPROPRIATE REBUILD ILLINOIS BOND FUNDING FOR THE FISCAL YEAR 2023 PAVEMENT MANAGEMENT PROGRAM (PMP) – As part of the Rebuild Illinois capital plan, the Village received grant money for roadway projects from the State of Illinois. In accordance with Illinois Compiled Statutes and Illinois Department of

Transportation (IDOT) procedures, the adoption of a resolution declaring the intent and appropriation of Rebuild Illinois funds is required for the FY2023 PMP Resurfacing Program. The funds are deposited into the Village's MFT accounts and follow the MFT procedures.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mahoney, seconded by Trustee Brady to recommend a resolution to appropriate Rebuild Illinois Bond Funding for the Fiscal Year 2023 Pavement Management Program (PMP) be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: Brennan. President Pro Tem Mueller declared the motion carried.

Item #12 – CONSIDER A RESOLUTION TO AWARD THE CONTRACT FOR THE FISCAL YEAR 2023 PAVEMENT MANAGEMENT PROGRAM (PMP) TO IROQUOIS PAVING CORPORATION –The FY 2023 program included approximately 4.7 miles of pavement improvements.

Five (5) bids were received and publicly read on May 26, 2022. The Village Clerk, Village Engineer, Robinson Engineering, and multiple contractors were present at the bid opening. The bid results are below, and the bid tab is attached. The lowest, responsible bidder is Iroquois Paving Corporation in the amount of \$3,624,825.93.

Contractor	Location	Bid Total
Iroquois Paving Corporation	Watseka, IL	\$3,624,825.93
D Construction Co.	Coal City, IL	\$3,850,722.26
Austin-Tyler Construction, Inc.	Elwood, IL	\$3,859,093.42
Gallagher Asphalt Corporation	Thornton, IL	\$3,862,716.99
PT Ferro Construction Company	Joliet, IL	\$3,995,936.12
Engineer's Estimate		\$3,462,398.83

Funding for this program is in the Village Capital Budget under 05-00-000-75405 (\$3,150,000), 06-00-000-75405 (\$350,000). The project is intended to be funded with MFT funds, Rebuild Illinois Capital Grant funds, and non-MFT funds. To adjust for the above estimate bid total, the project will be reduced accordingly with Change Order #1 to fit within the actual budget available.

Construction Budget Available:	\$3,500,000
Engineering Budget Available:	+ \$ 324,000
Total Budget Available:	\$3,824,000
Lowest Responsible Bidder:	\$3,624,825.93
Engineering Services:	+ \$ 369,358.47
Total Project Cost:	\$3,994,184.40 (\$170,184.40 Over Budget)
Lowest Responsible Bidder:	\$3,624,825.93
Change Order #1:	- \$ 170,184.40 (Deduction)
Approved Contract Amount:	\$3,454,641.53

President Pro Tem Mueller asked if members of the Committee had any questions. There were none.

Motion was made by Trustee Mahoney, seconded by Trustee Mueller to recommend a Resolution to award the contract for the Fiscal Year 2023 Pavement Management Program (PMP) to Iroquois Paving Corporation be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: Brennan. President Pro Tem Mueller declared the motion carried.

Item #13 – CONSIDER A RESOLUTION TO EXECUTE THE ENGINEERING SERVICES CONTRACT FOR THE FISCAL YEAR 2023 PAVEMENT MANAGEMENT PROGRAM (PMP) TO ROBINSON ENGINEERING, LTD.

– The services agreement between the Village and Robinson Engineering includes the design engineering, and construction services for the project. The final costs of this agreement are in accordance with State requirements and will be based on a percentage basis of the PMP Resurfacing awarded contract amount (3.5% for design and 6% for construction observation).

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mahoney, seconded by Trustee Galante to recommend a Resolution to execute the engineering services contract for the Fiscal Year 2023 Pavement Management Program (PMP) to Robinson Engineering, Ltd. be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: Brennan. President Pro Tem Mueller declared the motion carried.

Item #14 – CONSIDER AWARDING THE 2023 PAVEMENT CRACK FILL PROGRAM CONTRACT TO SKC CONSTRUCTION INCORPORATED

– This work consists of cleaning and filling transverse and longitudinal joints and cracks in existing bituminous flexible pavement with fiber-modified asphalt cement. Staff has used this maintenance technique to extend the pavement life and save money on asphalt resurfacing.

One (1) bid was received and publicly read on May 25, 2022. The Village Clerk, Village Engineer, and Engineering Project Manager were present at the bid opening. There are a limited number of qualified contractors in our area that perform this type of work. The lowest, responsible bidder is SKC Construction Inc. in the amount of \$168,000.

Contractor	Location	Base Bid Total
SKC Construction Inc.	West Dundee, IL	\$168,000
Engineer's Estimate		\$170,000

Staff has reviewed and verified the bids and recommends award of the project with the option of two (2) one-year renewals for a potential three (3) year service contract with an annual increase of 3% or 100% of the annual change in Consumer Price Index (CPI-U) for the proceeding calendar year to the low qualified bidder, SKC Construction Inc. SKC is pre-qualified through IDOT for the work required as part of this contract, employ union workers, and met the bid proposal requirements. SKC has completed similar projects in the past and comes well recommended.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mahoney, seconded by Trustee Brady to recommend awarding the 2023 Pavement Crack Fill Program contract to SKC Construction Incorporated be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: Brennan. President Pro Tem Mueller declared the motion carried.

Item #15 – CONSIDER AWARDING THE CONTRACT FOR WATER MAIN REPLACEMENT AND ROAD IMPROVEMENTS FOR 174TH STREET TO P.T. FERRO CONSTRUCTION –

This project consists of replacing water main, valves, and fire hydrants on:

- 174th Street between 67th Court. and 66th Court
- 66th Court from 174th Street to South Street
- 173rd Place from 66th Court to 65th Court

Roadway changes to 174th Street at 66th Court to improve the intersection alignment will also take place. The installation of street lighting infrastructure was included in this project as an alternate bid, which includes new light poles throughout the project limits.

Public Works has determined by using the water system model, the water main described above needs to be replaced. The Village acquired services from Robinson Engineering to design the water main replacement. There will be approximately 1,850 linear feet of water main replaced during this project. The bid opening was held on June 1, 2022, at 11:00 a.m. with the Deputy Clerk, consulting engineer, and Public Works staff present. The following bids were received:

Contractor	Location	Bid
P.T. Ferro Construction	Joliet, IL	\$1,654,374.20
D Construction	Coal City, IL	\$1,696,300.20
Austin Tyler Construction	Elwood, IL	\$1,943,707.20
Airy's Inc.	Joliet, IL	\$2,204,749.00

Budget Available	\$1,100,000.00
Lowest Responsible Bidder	<u>\$1,654,374.20</u>
Difference	\$ 554,374.20 (over budget)

Although bids received were over the budgeted amount, funding is available for use through both the Legacy and New Bremen TIFs and was previously discussed with the Finance Department.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mahoney, seconded by Trustee Sullivan to recommend awarding the contract for Water Main Replacement and Road Improvements for 174th Street to P.T. Ferro Construction be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: Brennan. President Pro Tem Mueller declared the motion carried.

Item #16 – CONSIDER A CONTRACT EXTENSION FOR SMOKE TESTING AND MANHOLE INSPECTIONS WITH SEWER ASSESSMENT SERVICES LLC –

This project consists of smoke testing sanitary sewers in the areas of the Village considered to be at high risk for inflow and infiltration of groundwater. Smoke testing helps to identify defects in the sanitary sewers that can allow groundwater to infiltrate the sanitary system.

The desired work was spelled out in an RFP in 2018 to seek qualified contractor proposals to perform the testing and inspection of the sanitary sewer system in the areas labeled as high risk for inflow and infiltration. The RFP proposed that the awarded contract would be written for one (1) year, with an option to extend for two (2) years. Results were as follows:

Contractor	Proposal
Sewer Assessment Services	\$71,580 (\$0.54/linear foot)
Midwest Water Group	\$78,510 (\$0.63/linear foot)
Pipe-View LLC	\$80,820 (\$0.66/linear foot)
RJN Group	\$91,600 (\$0.80/linear foot)

Last year was the final year of the contract. The Village has been very pleased with the service Sewer Assessment Services (SAS) has provided to date. SAS is willing to continue to perform the work within the Village with a price increase that covers the higher fuel costs but remains similar to previous contract pricing increases.

This year's project area will include smoke testing close to 81,000 linear feet of sanitary sewers. Approximately 440 sanitary sewer manholes will be inspected as well.

Dyed-Water Flooding and Televising may be required on designated storm lines setups where smoke testing identified that a direct or indirect cross connection exists. Any of this work will require coordination with Village staff prior to being undertaken. This year's proposal is as follows and includes a reduction in scope of work from previous years.

Contractor	Proposal
Sewer Assessment Services	\$69,309.35 (\$0.61/linear foot)

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mahoney, seconded by Trustee Brady to recommend a contract extension for Smoke Testing and Manhole Inspections with Sewer Assessment Services LLC be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: Brennan. President Pro Tem Mueller declared the motion carried.

Item #17 – CONSIDER A SERVICE CONTRACT WITH MURPHY & MILLER, INCORPORATED FOR ANNUAL MAINTENANCE AND INSPECTION OF HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) OF ALL VILLAGE FACILITIES –

Public Works recommending awarding a service contract to Murphy & Miller, Inc. of Chicago, Illinois for the annual maintenance and inspection of Village Facilities HVAC units with the option of 2 (two) – 1 (one) year renewals, this will be the first year out of the possible 3 (three) year service contract. In general, the scope of service includes:

1. Inspection of HVAC Systems for wear/damage (8 facilities/36 HVAC units).
2. Routine preventive maintenance and inspections (4 for equipment controls/2 for air-conditioning & heating).
3. Equipment startups, shutdowns, and control repairs (2 complete filter change-outs).

Public Works is tasked with proper upkeep of all Facilities HVAC systems to optimize indoor air quality of all citizens and Village employees. Continual routine preventive maintenance/inspections assure optimal system working conditions and conserves the life span of vital Village owned equipment. For more than 80 years, Murphy & Miller, Inc. has been serving municipalities and commercial businesses throughout the South Suburbs and Greater Chicagoland area. Murphy & Miller, Inc. has utilized their

extensive intricate knowledge of our unique HVAC systems to assist us with avoiding equipment failures and optimizing our systems to operate at the most efficient levels.

The Village has contracted with Murphy & Miller, Inc. for approximately the past 12 years and found them to perform all contracted services satisfactorily. Management obtained two additional quotes from Hayes Mechanical (\$19,800) and Precision Control Systems (\$18,500). Even though their quotes are a little less, there will be additional time and costs due to the lack of experience with our particular systems and vetting of new field technicians.

Funding is budgeted and available in the approved FY23 Budget; Municipal Buildings Fund.

Budget Available	\$26,000
Contract Amount	<u>\$24,714</u>
Difference	\$ 1,286 (Under Budget)

Trustee Brady asked if this contract includes the shooting range. John Urbanski, Public Works Director, stated that the shooting range is not included as it requires a hazardous materials contract.

Motion was made by Trustee Mahoney, seconded by Trustee Galante to recommend a service contract with Murphy & Miller, Incorporated for Annual Maintenance and Inspection of Heating, Ventilation, and Air Conditioning (HVAC) of all Village facilities be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: Brennan. President Pro Tem Mueller declared the motion carried.

Item #18 – CONSIDER A SERVICE CONTRACT WITH TOTAL AUTOMATION CONCEPTS FOR ANNUAL MAINTENANCE AND INSPECTION OF BUILDING AUTOMATION SYSTEMS FOR ALL VILLAGE FACILITIES

Public Works recommended awarding a service contract to Total Automation Concepts, Inc. of Alsip, Illinois for the annual maintenance and inspection of Village Facilities Building Automation Systems with the option of 2 (two) – 1 (one) year renewals, this will be the first year out of the possible 3 (three) year service contract. In general, the scope of service includes:

1. Inspection of all field devices, controllers, and network elements for wear/damage.
2. Routine preventive maintenance, technical assistance, and server/system updates.
3. Equipment testing, calibration, and control repairs.

Public Works is tasked with proper upkeep of all Facilities Building Automation systems to optimize indoor air quality of all citizens and Village employees. Continual routine preventive maintenance and inspections assures optimal system working conditions and conserves the life span of vital Village owned equipment. For more than 27 years, Total Automation Concepts has been serving municipalities and commercial businesses throughout the South Suburbs, Northwest Indiana, and Greater Chicagoland area. Total Automation Concepts has utilized their extensive intricate knowledge of our Building Automation System to assist us with improving our building management model, reducing utility costs, optimizing indoor air quality, avoiding equipment failures, and optimizing our systems to operate at the most efficient levels.

The Village has contracted with Total Automation Concepts for approximately the past 12 years and found them to perform all contracted services satisfactorily. Total Automation Concepts is the Schneider Electrical sales/service representative for our service area which is the sole proprietor for the Building Automation System equipment controlling all HVAC systems within our facilities.

Funding is budgeted and available in the approved FY23 Budget; Municipal Buildings Fund.

Budget Available	\$39,000
Contract Amount	<u>\$38,016</u>
Difference	\$ 98 (Under Budget)

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mahoney, seconded by Trustee Sullivan to recommend a service contract with Total Automation Concepts for Annual Maintenance and Inspection of Building Automation Systems for all Village facilities be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: Brennan. President Pro Tem Mueller declared the motion carried.

Item #19 – CONSIDER A SERVICE CONTRACT WITH METRO POWER FOR ANNUAL MAINTENANCE AND INSPECTION FOR EMERGENCY BACKUP GENERATORS FOR ALL VILLAGE FACILITIES

Public Works recommended awarding a service contract to Metro Power of Mokena, Illinois for the annual maintenance and inspection of Village Facilities Emergency Back-up Generators with the option of 2 (two) – 1 (one) year renewals, this will be the first year out of the possible 3 (three) year service contract. In general, the scope of service includes:

1. Inspection of all field equipment, controllers, and network elements for wear/damage.
2. Routine preventive maintenance, technical assistance, and equipment/system updates.
3. Equipment testing, calibration, and control repairs.

Public Works is tasked with proper upkeep of all Village Facilities Emergency Back-up Generators to minimize the negative effects of power loss from ComEd. Continual routine preventive maintenance and inspections assure optimal system working conditions and conserves the life span of vital Village owned equipment. For more than 20 years, Metro Power has been serving municipalities and commercial businesses throughout the South Suburbs, Northwest Indiana, and Greater Chicagoland area. Metro Power has utilized their extensive intricate knowledge of our Building Systems to assist us with improving our emergency power management, avoiding equipment failures, and optimizing our systems to operate at the most efficient levels.

The Village has contracted with Metro Power for approximately the past 11 years and found them to perform all contracted services satisfactorily. Management obtained 2 (two) additional quotes from Lion Heart Critical Power Specialists (\$24,175) and Interstate Power Systems (\$33,061).

Funding is budgeted and available in the approved FY23 Budget; Municipal Buildings Fund.

Budget Available	\$23,000
Contract Amount	<u>\$22,600</u>
Difference	\$ 400 (Under Budget)

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mahoney, seconded by Trustee Brady to recommend a service contract with Metro Power for Annual Maintenance and Inspection for Emergency Backup Generators for all Village facilities be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Galante, Mahoney,

Mueller, Sullivan. Nays: None. Absent: Brennan. President Pro Tem Mueller declared the motion carried.

Item #20 – CONSIDER THE PUBLIC WORKS FLEET VEHICLE PURCHASE LIST – Mr. Urbanski presented the Public Works Fleet Vehicle Purchase List that includes various vehicles with a purchase amount exceeding \$20,000 for each vehicle as listed below.

Vehicle/Equipment	Estimated Cost	Quantity
PW Chipper	\$110,000	1
PW Sewer Jet	\$525,000	1
PW Pickup Truck	\$56,000	3
PW Mini Van	\$33,500	2
PW Plow Truck	\$257,000	1
PW Wheel Loader	\$245,000	1
PW Dump Truck	\$90,000	3
PW Escape	\$33,500	1
PW Aerial Truck	\$120,000	1
PW Safety Attenuater Trailer	\$35,000	1
PW SUV	\$40,000	1
PW Light Tower	\$20,000	1
Police Ford Transit	\$75,000	1
Police Exploer Interceptor	\$54,000	5
Police SUV	\$40,000	3
Police Taurus	\$40,000	1
FD Tahoe *	\$53,000	3
VM Explorer *	\$45,000	1
Building Taurus	\$33,500	1
Marketing Trolley	\$225,000	1
TOTAL	\$2,858,000	

* Denotes vehicles planned to be acquired via Enterprise.

All vehicles will be purchased through our standing cooperative purchasing agreements (Suburban Purchase Cooperative, Southwest Conference, Northwest Conference, National Joint Powers Alliance, General Services Administration, Houston-Galveston Council, Illinois Procurement Bulletin, and Enterprise Lease Program).

Funding is budgeted and available in the approved FY2023 Budget; Capital Fund.

Budget Available	\$2,858,000
Contract Amount (Approximate)	<u>\$2,858,000</u>
Difference	\$0

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Brady, seconded by Trustee Sullivan to recommend the Public Works Fleet Vehicle Purchase list be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: Brennan. President Pro Tem Mueller declared the motion carried.

Item #21 – CONSIDER THE PUBLIC WORKS FLEET VEHICLE/EQUIPMENT LIST FOR

DISPOSAL – The Public Works fleet vehicle/equipment list for disposal which includes various items valued over \$1,000.

When the Village replaces vehicles or equipment, staff declares outdated and unused vehicles or equipment as surplus to be sold or disposed of. Staff is requesting authorization to dispose the following Village owned vehicles/equipment:

Vehicles/Equipment

2000 Vermeer Chipper	2015 Ford Explorer	2004 Ford Explorer
2010 International Sewer Jet	2012 Ford Explorer	2007 Chevrolet Suburban
2007 Ford Pickup Truck	2011 Ford Taurus	2009 Chevrolet Tahoe
2009 Dodge Caravan	1986 Chevy Suburban	2000 Ford Crown Vic (Qty. 4)
2006 International Dump Truck	1991 Chevy Van	2014 Ford Taurus
2009 Caterpillar Wheel Loader	2000 Ford Crown Vic	2000 Dodge Caravan
2005 Ford Dump Truck	2001 Chevy Tahoe	2006 Ford Explorer
2007 Ford Dump Truck	2001 Ford Crown Vic	2014 Chevrolet Tahoe
2008 Ford Dump Truck	2003 Chevy Tahoe	2002 Chevrolet Pickup
2010 Ford Escape	2015 Chevy Equinox	2007 Chevrolet Tahoe
2013 Dodge Caravan	2012 Ford Taurus 2011	Ford Pickup Truck
2009 Ford Pickup Truck	2013 Ford Explorer (Qty. 2)	2006 Ford Econoline Van
2010 Jeep Cherokee	1982 Evens Jr. Tilt Trailer	

The Village uses multiple methods to achieve the highest amount of compensation for its surplus vehicles or equipment. Most items will be sold through Public Auctions or through salvage and recycling companies.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mahoney, seconded by Trustee Galante to recommend the Public Works Fleet Vehicle/Equipment List for Disposal be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: Brennan. President Pro Tem Mueller declared the motion carried.

Item #22 – CONSIDER AWARDING A CONTRACT TO CHRISTY WEBBER LANDSCAPES FOR LANDSCAPE BED MAINTENANCE – This requested service contract is for a qualified contractor to provide maintenance to the Villages 5.6 acres of landscape beds throughout Tinley Park.

This RFP was advertised on March 1, 2022, in accordance with state bidding laws; three (3) sealed proposals were received by the deadline on March 22, 2022, at noon, and recorded by the Village Clerk’s office.

Contractor	Location	Bid
Christy Webber Landscapes	Chicago, IL	\$159,797.75
City Escape Garden and Design, LLC	Chicago, IL	\$153,089.46
Semmer Landscape	Chicago, IL	\$299,531.00

Due to a mutual agreement with the previously awarded contractor to terminate contract, Public Works is recommending that we approve a contract to Christy Webber Landscapes who rated very high on the scoring for Landscape Bed Maintenance. The contract has the option of 2 (two) – 1 (one) year renewals. This would be the first year out of the possible 3 (three) year contract.

Funding is budgeted in the FY23 Budget.

Budget Available	\$160,000.00
Year 1 of 3 contract	<u>\$159,797.75</u>
Difference under budget	\$ 202.25

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Sullivan, seconded by Trustee Mahoney to recommend awarding a contract to Christy Webber Landscapes for Landscape Bed Maintenance be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: Brennan. President Pro Tem Mueller declared the motion carried.

Item #23 – CONSIDER NEW COMPENSATION PLAN AND MARKET WAGE ADJUSTMENT

– Hannah Lipman, Assistant Village Manager, explained in effort to maintain equity within the non-union pay structure and to continue to reward employees for individual performance and remain in line with the Village’s compensation philosophy, the following recommendations are being made for fiscal year 2023, beginning May 1, 2022.

Market Wage Adjustment

The MWA is applied to the pay ranges of the pay plan. For fiscal year 2023, a 2.5% market wage adjustment effective May 1, 2022, was recommended.

Upon approval of a MWA, the ‘steps’ for positions in Appendix A shall be adjusted and employees in these positions will receive the new pay rates with retro pay back to May 1, 2022. The minimum and maximum of the pay ranges for positions in Appendix B shall be adjusted with the approved MWA and employees in these positions will only be adjusted if they earn less than the new minimum pay range.

Merit-Based Compensation Plan

With the continued initiative to transition all positions to merit-based compensation and to provide a competitive and comprehensive compensation plan, it is recommended that non-union positions, except Fire Suppression and some part-time positions, are transitioned to merit-based compensation.

Positions included shall transition to a new annual merit increase date of July 1st. Based on a new evaluation period of July 1, 2022 – June 30, 2023, the first annual increase would occur on July 1, 2023.

Trustee Galante stated the information was explained very well. Trustee Mueller concurred. He added would like the pro-rated transitional pay increased.

Motion was made by Trustee Mueller, seconded by Trustee Sullivan to recommend the new Compensation Plan and Market Wage Adjustment be forwarded to the June 21, 2022, Village Board. Vote by roll call. Ayes: Brady, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: Brennan. President Pro Tem Mueller declared the motion carried.

Item #24 – CONSIDER VACATION POLICY – Ms. Lipman explained a re-review of the Village’s adopted Ordinance 2020-O-002 modifying the vacation policy has been conducted. It has become apparent that the vacation benefit is not competitive in the marketplace, administration of the vacation benefit accruals is causing unforeseen issues and has become an administrative burden to manage. As a result, the following recommendations are being proposed for full-time and part-time vacation benefit schedules and administration of benefits.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mueller, seconded by Trustee Sullivan to recommend the Vacation policy be forwarded to the June 21, 2022, Village Board. Vote by roll call. Ayes: Brady, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: Brennan. President Pro Tem Mueller declared the motion carried.

Item #25 – CONSIDER SPECIAL COUNSEL APPOINTMENT FOR WALSH LAW GROUP, P.C. – The approval of Walsh Law Group, P.C.’s Engagement Letter would authorize the Village to utilize their services as required.

Trustee Galante stated that she is concerned about this appointment. She is looking for more detail on how the Village is spending on legal services and has requested information through the Freedom of Information Act (FOIA) request.

President Glotz stated the information is the vendor reports included in the agenda packets.

Motion was made by Trustee Mueller, seconded by Trustee Mahoney to recommend the special counsel appointment for Walsh Law Group, P.C. be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Mahoney, Mueller, Sullivan. Nays: Galante. Absent: Brennan. President Pro Tem Mueller declared the motion carried.

Item #26 – RECEIVE COMMENTS FROM THE PUBLIC –

President Pro Tem Mueller asked if there were any comments from the public. There were none.

Motion was made by Trustee Mueller, seconded by Trustee Sullivan, to adjourn the Committee of the Whole. Vote by roll call. Ayes: Brady, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: Brennan. President Pro Tem Mueller declared the meeting adjourned at 6:28 p.m.

dm



Interoffice

Memo

Date: June 15, 2022

To: Patrick Carr, Village Manager
Hannah Lipman, Assistant Village Manager

From: Angela Arrigo, Human Resources Director

Subject: 2022-2025 Employee Benefits Consulting/Brokerage Services

The Village has typically engaged in reviewing employee benefits consulting/brokerage services every (3) years upon contract expiration, with two recent 1-year renewals with the current vendor. The RFQ process was conducted for a 3-year term contract in 2014, 2017, and in May 2022. Benefit consulting services have been provided by Alliant since July 2017, with a 1-year renewal in 2021 and another 1-year renewal in 2022. The current engagement with Alliant ends on July 14, 2022. Alliant did not submit to the RFQ in May 2022.

In response to 2022-RFQ-005 Professional Services – Employee Benefit Consulting/Brokerage Services, a total of 12 vendors downloaded the RFQ and a total of 1 submission was received.

The Horton Group's comprehensive submission meets the requirements of the RFQ. The Horton Group is a top 50 insurance broker in the United States focused on leading clients with complex needs and limited resources to achieve a higher level of performance. The services offered by The Horton Group are rather comprehensive focusing on strategic planning, financial and benefits analytics, compliance support, administrative services, and other services that will further enhance the overall benefit administration. The submission also includes medical, dental, vision, and life commission rates below standard carrier commissions. The estimated annual commissions are \$144,977 (2.5% for all lines of coverage), a 134% increase over current annual commissions (1.0% medical and dental, 5% vision, 10% life and AD&D). The current commission rates will be honored through the end of the current benefit period, ending September 30, 2022. **The estimated increase to FY23 commissions is \$48,396 for the period October 1 through April 30.** There are budgeted funds available to absorb this additional cost. Included services at no additional cost are Eligibility Management, ACA Compliance, Employer Services, Benefits Technology – an online employee benefit website portal with EDI carrier feeds that will eliminate numerous manual benefits processes streamlining benefits administration, Wellness & Population Health Consulting, and administration of the current Village retiree ordinances. It is anticipated that the assigned client team will serve as an extension of the Human Resources Department for benefits administration, enhancing the overall HR benefit service level provided to employees.

It is recommended that benefit consulting services provided by The Horton Group as outlined in the attached documents are approved for a period from July 14, 2022 through - July 31, 2025.

Insurance Broker Services

Village of Tinley Park

Prepared for:

Presented By:



**Michael E. Wojcik, MBA, CLU, CFP®, GBA / Senior Vice President,
Lead Consultant**

Mike.Wojcik@thehortongroup.com / 708.845.3126

Date: 05/26/2022

Chris Wojcik / Sales Executive, Co-Consultant

Chris.Wojcik@thehortongroup.com / 708.845.3695

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Cover Letter

Village of Tinley Park
Nancy M. O'Connor
Village Clerk
16250 South Oak Park Avenue
Tinley Park, IL 60477

Dear Village Clerk O'Connor,

We appreciate the opportunity to respond to your Request for Qualifications for Professional services - Employee Benefit Consulting/Brokerage Services.

As an introduction, I, Mike Wojcik, would serve as the lead consultant for the Village of Tinley Park, along with co-consultant Chris Wojcik. I have served as the Benefits Director of the Horton Public Sector Practice Group for the past 25 years. Our direct contact information is included in the signature section of this letter.

About Horton: Founded in 1971 and headquartered in Orland Park, IL, The Horton Group is one of the top 50 insurance brokers in the United States. We are an employee benefits, insurance, and risk advisory brokerage and consulting firm. Our mission is to lead clients with complex needs and limited resources to achieve a higher level of performance.

We are very familiar with your industry and its challenges, including limited budgets, collective bargaining agreements, long-term employee relationships creating an aging population, a multitude of Affordable Care Act (ACA) compliance requirements, and Pre- and Post-65 retiree population causing higher premium rates for Active members. You may also experience shifting generational demographics, cultural needs, and rapidly evolving market changes requiring special communication of complex employee benefit programs, including behavioral health, telehealth, and voluntary benefits. Our team is well staffed and educated on the challenges our Public Sector clients face and how to prepare for them. We are sensitive to the impacts of the COVID-19 pandemic and assist our clients with many non-traditional employee benefits challenges and communication programs during these difficult times.

Horton members have enjoyed a rich experience in many facets of healthcare, which offers a balanced perspective to our clients. They include serving on carrier advisory boards, hospital boards, healthcare task force groups in Washington D.C. and Springfield, IL, and support numerous philanthropic organizations affecting healthcare.

Horton currently employs 400 professionals, with 160 in Horton Benefit Solutions, 170 in Horton Risk Advisory Solutions, 40 in Horton Personal Insurance, and 30 in Horton Consulting Solutions. Of those, fourteen specializing in Public Sector benefit plans would engage with the Village of Tinley Park. Many of our employees live in the south suburbs, including Tinley Park. I myself have been a proud Tinley Park resident since 1978.

What separates Horton from our peers is how we deliver our services: with unrivaled passion and dedication for success. We acknowledge and accept your articulated project scope of services. We are well-positioned to provide insight and proven solutions to the Village to develop a sustainable, quality, benefits program with predictable costs.

In the following pages, we hope to demonstrate to the Village that Horton has the expertise and ability to bring new ideas to help support your employee benefits program and the passion for executing our service plan faithfully on your behalf.

We appreciate your consideration and hope to have the opportunity to partner with you.

Sincerely,

MIKE WOJCIK, MBA, CLU, CFP, GBA

Executive Vice President & Shareholder

📞 708-845-3126 📠 708-650-1557

✉️ mike.wojcik@thehortongroup.com

CHRIS WOJCIK

Sales Executive

📞: 708-845-3695 | 📠: 708-846-1557

✉️: chris.wojcik@thehortongroup.com

Project Scope of Services

1. Provide ongoing assistance in formulating benefit plan objectives and analyzing existing plan design, reviewing market trends, recommending plan design changes and conducting cost analyses.

Acknowledge and Accept

2. Generate reports and analyze benefit utilization. Compare actual experience to normative data, analyze areas of high utilization, provide ongoing monthly, quarterly and annual utilization reports, prepare comparisons to same period in previous years, prepare trend analysis, perform annual medical analysis, and provide Wellness Program analysis.

Acknowledge and Accept

3. Prepare comprehensive written recommendations for changes projected to reduce the cost of health benefits focusing on change options for plan design, evaluate and model premium share contributions for active employees and retirees, offer retiree program options, and develop a well-rounded wellness program. Identify opportunities to obtain lower cost, same or similar level services. Recommend changes in service provider(s). Compute price of existing plan on a self-insured basis. Provide network match and employee disruption analysis. Recommend any other proven or innovative modification which may result in plan cost reduction.

Acknowledge and Accept

4. Meet with management semi-annually to provide a mid-year and a year-end plan review, educational and analytical services, and benefit trend and strategic guidance. Participate in labor management meetings as a resource to management, if requested. Attend employee meetings (ie. open enrollment), if requested. Attend board meetings to provide information, if requested.

Acknowledge and Accept

5. Prepare proposal specifications, evaluate responses and assist in competitive selection process for third party suppliers, including third party administrators, underwriters of insured plans, underwriters of stop loss insurance, audit services for financial administration and claims control performance by service providers, PPO networks and drug networks.

Acknowledge and Accept

6. Prepare insurance contracts for Village review and execution. Assistance to the Village in drafting insurance specifications for contracts and agreements as requested. Thorough review and approval of issued policies in conformance with Village specifications and vendor proposals. Provide comprehensive summary plan overview communication brochure for benefit options.

Acknowledge and Accept

7. Assist with problem resolution between the Village and contracted service providers.

Acknowledge and Accept

8. Develop and provide employee-oriented communication materials for ongoing educational purposes.

Acknowledge and Accept

9. Provide ongoing state and federal legislative updates relating to the insurance industry (ie. ACA, COBRA, HIPAA, FMLA, other regulatory compliance, etc.)

Acknowledge and Accept

10. Provide suggestions for, and assist in implementation of, online solutions to modernize and improve efficiencies of benefit administration.

Acknowledge and Accept

11. Assist Human Resources in the coordination of the annual open enrollment process. Participate in scheduled meetings, as needed.

Acknowledge and Accept

12. Provide proactive client services, including quality responsiveness to inquiries and requests for assistance.

Acknowledge and Accept

13. Create and establish performance-oriented contracts with vendors that hold them accountable for the quality of services provided.

Acknowledge and Accept

14. Provide for an efficient transition from one service provider to another and also, if applicable, from one benefit consultant to another.

Acknowledge and Accept

Executive Summary

Provide an overview of the proposed services, your firm and its ability to be able to provide the services proposed highlighting your firm’s experience, qualifications, and expertise and why your team would provide the best employee benefit consulting services for the Village of Tinley Park.

Overall Firm

The Horton Group, one of the top 50 insurance brokers in the United States, was founded in 1971 and headquartered in Orland Park, IL.

We are an employee benefits, insurance, and risk advisory brokerage and consulting firm. Our mission is to **lead clients with complex needs and limited resources to achieve a higher level of performance**. We believe in knowing our clients' challenges and goals. With that in mind, Horton created specialty industry verticals, called practice groups, within which we operate. Public Sector is one of our specialties where we represent 24 municipal and county employers in the Chicago Metro area. We have successfully executed our mission in the Public Sector for over 25 years.

Our History

Year	Event
1971	The Horton Group is founded in Orland Park, IL. Horton began as a small, eight-person family-owned insurance agency specializing in auto and home insurance for individuals.
1982	Horton experiences rapid internal growth and evolved into a strong, diversified full-service agency offering products including business insurance and employee benefits programs.
1989	Horton acquires a local Employee Benefits agency, expanding our expertise in this area, while launching significant growth in this vertical.
1995	Horton became established as a well-recognized regional insurance agency, employing a strategy of acquiring other brokers, operating from multiple locations and creating a regional presence.
2004	Horton builds a new corporate headquarters and formalizes ownership and succession plans.
Today	Horton has nine offices across the Midwest and nearly 400 employees. We focus on delivering superior insurance, employee benefits and risk advisory solutions to our clients.

50 YEARS CELEBRATING 1971-2021

Horton currently employs over 400 professionals, with 160 in Horton Benefit Solutions, 170 in Horton Risk Advisory Solutions, 40 in Horton Personal Insurance, and 30 in Horton Consulting

Solutions. Our public sector team consists of fourteen team members specializing in benefit plans who would be dedicated to working with the Village of Tinley Park.

Our **Philosophy** on how we work with our clients is unequivocal to our competitors. That's because we are not a product-driven firm, but rather one focused on strategy and innovation. To do that, we surround our clients with a **Service Schedule** and roadmap that provides a remarkable structure to your employee benefit workflows. Why - because structure empowers creativity. The more structure we provide, the more time you have to be strategic and innovative.



We view employee benefit programs on what we call the **journey line**. We start here because it allows us to benchmark where an organization is today to better understand where the opportunity lies in the future. In our view, the gap between where you're at today and where you can be in the future is an opportunity. This opportunity equates to cost control, happier employees, and administrative efficiencies in the world of employee benefits.

We start by defining your existing program by evaluating strategic criteria like your overall benefit philosophy, various stakeholder needs, and industry-related trends. This process ultimately builds the foundation for shaping our strategy to transition your program moving forward.

NOW. Horton's focus is on delivering superior insurance, employee benefits, and risk advisory solutions to our clients.

FUTURE. Horton is dedicated to remaining independent and progressive, creating lasting value for our clients.

Qualifications and Experience

Horton has been providing benefit broker services for the past 33 years. Today as an organization we provide employee benefits for over 1,500 employer groups with over 100,000 employees. Our Public Sector Practice Group has grown to over 5,000 insured employees across 24 Employers in the Chicago Metro area. Ultimately, your industry's success requires a keen understanding of how different variables impact the ultimate benefit offering. Things like Federal and State Legislation, State Statutes, Collective Bargaining Agreements (CBAs), and their negotiations affect your ability to be creative and take on innovation. The inherent delay in adopting leading-edge strategies coupled with our experience dictates that in order to deliver a sustainable benefit program, there needs to be a tireless dedication to member education and client advocacy. We do this by providing our clients with industry data and expertise to devise, deliver, and sustain leading strategies.

Our Public Sector Practice Group's renewal history speaks volumes for our success in helping our clients control costs without sacrificing benefits and leveraging our markets to achieve optimal pricing. We aggressively shop the market each year to gain competitive negotiations with the incumbent carrier and look for actionable cost containment strategies that can be implemented while maintaining your required benefit structure. As a result, the **average renewal** for our local government clients for the renewal year beginning January 1st, 2020, was **0.85%**. For January 1st, 2021, renewals averaged **1.0%** for self-funded and **1.46%** for fully insured accounts, averaging **1.31%** combined. In addition, we negotiated additional implementation and wellness credits for many clients to support their administrative programs. In comparison, PriceWaterhouseCoopers' national survey ran an average of **6%** each year for the same time periods.

Relevant Experience

1. Provide a description of your firm (size, location, staffing levels, etc).

The Horton Group is an employee benefits, insurance, and risk advisory firm. Founded in 1971 and headquartered in Orland Park, Illinois, Horton has nearly 400 employees in seven offices located across the Midwest (Illinois, Indiana, Wisconsin, Michigan, Minnesota and Florida). For over 50 years, Horton has built a comprehensive risk management advisory firm with a robust employee benefit practice which generated over \$86 million in revenue in 2021. To put this in perspective, The Horton Group is ranked in the top 50 insurance agencies in the country, the top 10 in Illinois and is arguably the largest privately held agency in Illinois, along with being the Assurex Global partner in Illinois. Assurex global is an Insurance Advisory Agency providing services worldwide.



2. Detail your firm's experience on similar engagements within the last (5) five years.

We have consistently offered our clients a core set of services during the past five years, most dating back to the beginning of the Affordable Care Act in 2010. We strategically added staffing to assure delivery of these services as they grew and became more complex.



1. **Discovery -Strategy**
2. **Employee Communications**
3. **HR Administrative Support & Services**
4. **Compliance**
5. **Data Analytics**
6. **Wellness**
7. **Retirement Planning, including Financial Wellness**

These areas represent the foundational components of properly servicing a modern employee benefits program.

Discovery-Strategy consists of developing a 3-5-year plan predicated on your human capital goals and challenges. This is the starting point for us in any engagement - it assures that both Horton and the Village of Tinley Park maintain consensus with the purpose and direction of the program.

HR Administrative Support reflects a common phrase at Horton: *we want you to view us as an extension of your HR team*. There are countless challenges brought on in modern healthcare and employee benefits that we gladly absorb on behalf of our clients. It starts with Basic Service. In addition to your dedicated consultants, you would also have a dedicated Client

Manager and Assistant Client Manager to assist with any escalated claims, billing, or service issues. Refer the problems to us to resolve so we can address the bigger issues to help prevent them in the future. Also, our HR Administrative Support category includes managing enrollment, quarterbacking employee-life-cycle workflows, interfacing with payroll and related vendors, and countless other functions typically absorbed by the modern HR department.

Employee Communications consists of our subjective and strategic initiatives, like *better health-educated employees = better risks to your health plan*, so we would actively provide communication pieces that inform your employees on the best use of healthcare and benefits. This also includes all open enrollment-related services, such as hosting and distributing presentations, webinars, virtual and on-site visits, etc., to ensure employees (and their dependents) are in the best position to make decisions about their employee benefits. This includes custom benefit guides and access to our staff of professionals to navigate their benefit selections and enrollments.

Data Analytics is a remarkably robust service we provide thanks to our staff of senior underwriters. We are heavily invested in Data Analytics because we understand the scrutiny employers like the Village of Tinley Park face when making healthcare and benefit decisions for their employees. That's why we partner with the following vendors to provide strong analytics that we can use to develop actionable strategies to control your cost without sacrificing benefits: Blue Cross, Springbuk, Mercer, Kaiser and PWC. Decisions and strategies must be supported - objectively - by data, including comparable benchmarks. Building consensus is critical in employee benefit programs, and we find our Data Analytics services lead the way.

Additionally, we are heavily invested in **Wellness** because we understand that a healthy and engaged workforce is a productive workforce. In the background section of the RFP it states, "The Village intends to develop a comprehensive Employee Wellness Program." The Horton Group has a dedicated Wellness and Population Health team to assist our clients in developing and customizing their wellness program. Clients will have access to a variety of wellness resources, including health education, wellness seminars, and vendor recommendations. When applicable, our Population Health team will analyze medical and Rx claims data to make specific recommendations based on the chronic conditions plaguing your population. Our team of dedicated professionals all hold degrees and certifications in a related wellness field, including population health, community health and exercise physiology, in addition to being licensed in Life and Health insurance. The Wellness and Population Health team has a strategic overlap with the benefits team to ensure our targeted risk mitigation will positively impact the plan.

To that end, our **Compliance** services will ensure that our strategy falls entirely in line with current regulatory guidelines. Commonly, employers like you naturally assimilate Compliance with the Affordable Care Act, and rightfully so. But as modern healthcare evolves and the associated impacts on employer-sponsored plans are realized, compliance needs to expand well beyond the visible components of the ACA. Compliance areas like COBRA and FMLA are routinely overlooked.

Finally, **457 Retirement Planning and Financial Wellness** is a service we offer through our integrated Retirement advisors, Cerity Partners. This is a sincerely unique service offering in our industry as Cerity has a dual specialty in retirement compliance and planning. Cerity actively mitigates plan sponsor Fiduciary Liability while routinely lowering the retirement-based administrative costs by focusing strategies around independent, institutional funds generally not offered by retail-based retirement advisors. We have partnered with Cerity on the premise that retirement challenges and needs have grown in tandem with similar issues in healthcare. In other words, we promote the concept of Financial Wellness in the same light as Physical Wellness.

3. Explain your firm's approach to successfully providing these services, including what you see as your role and how you communicate with the client.

Our team is staffed with the following service positions to assure delivery:

1. *The **Consultant*** is responsible for maintaining strong relationships with our existing clients and determining the overall program strategy for a given client.
2. Actively supporting the Consultant is the ***Client Executive***. A Client Executive is a highly technical and tenured industry contributor responsible for executing the program strategy, executing the customized service platform agreed upon with the client, and designing risk transfer programs or alternative benefit plan designs.
3. Each team also has a ***Client Manager*** who is the primary contact for a client's day-to-day needs. Client Managers often conduct open enrollments and are responsible for everyday compliance issues, audits, and complex claims issues.
4. Client Managers are supported by ***Assistant Client Managers*** who are responsible for coverage and billing questions, eligibility, policy changes, help with internal processing and act as the conduit between the carrier and client.
5. A partner to the Client Manager is our ***Marketing Manager***. A team's Marketing Manager is responsible for RFPs, approaching the carrier marketplace, and negotiating the terms of the contract. Marketing Managers also analyze coverage forms to ensure all exposures and needs of a program are addressed, so no gaps or reductions in coverage exist.
6. The Horton Group also has a ***variety of Specialists***. These specialists handle unique services like *legal assistance, surety bonds, claim advocacy work, wellness programs, safety and loss control, certificate issuance, and tracking of vendor or subcontractor certificates*.

4. Detail your experience with the current vendors.

We maintain strong relationships with every national and regional carrier and serve on their Agent Advisory council, if they have one, ensuring the highest service levels and direct access to underwriters for the best pricing. The following is a list of carriers where we place a majority of our core book of business.

Markets: Volume & Coverage	
Medical	Dental & Life
Blue Cross & Blue Shield of IL \$1.2B <i>* Blue Platinum Distinction (1 of 19 IL Agencies)</i> <i>* Producer Advisory Committee</i>	Guardian \$10M Lincoln Financial \$5.4M Sun Life \$4.2M
United Healthcare of IL \$600M <i>* Diamond Level Distinction</i> <i>* Producer Advisory Committee</i>	Principal \$3.4M UNUM \$5.7M Mutual of Omaha \$6M
Humana \$65M	Met-Life \$4.5M Dearborn National \$7.6M
Cigna \$85M	Delta Dental of IL \$2.1M VSP \$2.1M

In addition, we noticed some of your ancillary benefits are placed through Allstate, LegalShield, Texas Life, Employee Resource Systems, and WEX. We do have contracts with all of these carriers/vendors as well.

5. Describe your firm’s data analysis process and strategies you employ.

The Village of Tinley Park will receive quarterly claims updates, semi-annual renewal projections, quarterly claims experience analysis and semi-annual benchmarking reports. These are shared in our monthly calls or as necessary. Additionally, we are notified by all our carriers when high claimant data or potential high claimant data comes through on our clients, which gives us the heads up to notify you that we may have a spike in claims activity.

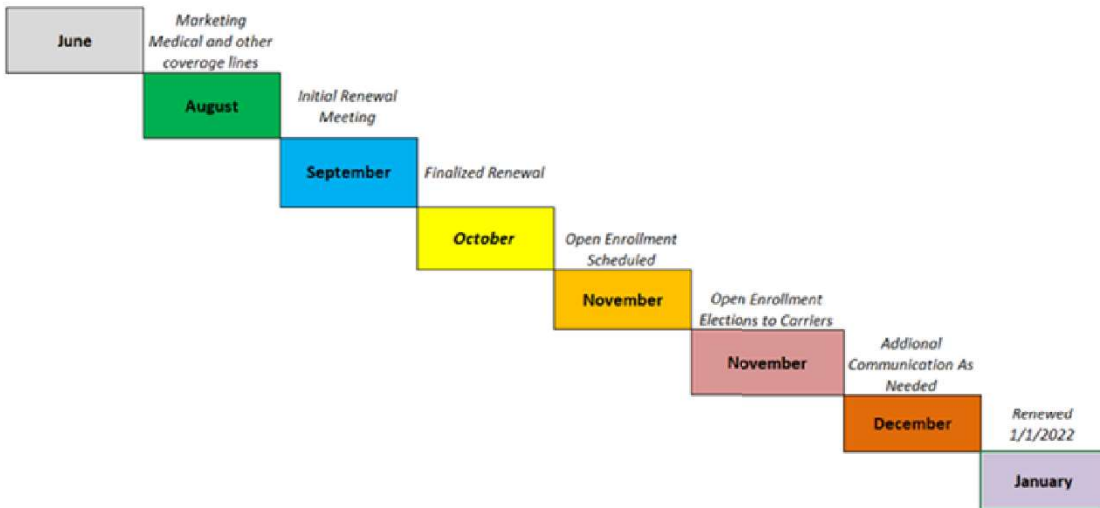
In regards to negotiating your plan renewals, we analyze data throughout the year. In the RFP, it stated your desire to move to a January 1st renewal date. Thus, the renewal for Oct 1st of 2022 would be a 15-month renewal request. Below is a sample renewal workflow timeline that we would customize for the Village of Tinley Park.

Sample Workflow Renewal Timeline

(7-8 months before renewal)

Mid-Year Meeting
Renewal Planning

Mid-Year Meeting
Renewal Planning



Horton conducts mid-year review meetings with all clients to set expectations for renewal. This meeting aims to evaluate plan effectiveness, carrier satisfaction, and market trends since the previous plan renewal. Our preparation for this meeting includes examining recent loss history to determine marketing strategy, outlined in the following steps:

Develop RFP Specifications

- Inventory current services provided
- Review contractual obligations of the current program
- Prioritize bid specifications
- Request claims by location from current vendors
- Analyze claims data to identify utilization trends
- Prepare and present utilization data report with plan design recommendations

Market to Carrier Partners

(6 months before renewal)

To negotiate with our carriers and vendors, we examine your loss history, establish the necessary types of coverage consistent with your risk tolerance, choose carriers that provide superior services, and adopt the optimal funding mechanisms for your specific needs.

We have established rigorous selection criteria for potential vendors and recommend a selection based on the following considerations:

Critical Vendor Selection Criteria

- | | |
|---|---|
| <ul style="list-style-type: none">• Overall service and quality• Experience in administering multiple plan option health programs• Availability and clarity of financial and claims reporting | <ul style="list-style-type: none">• Quality of communication materials• Strategic services to manage costs and employee health risks• Superior network coverage in relation to the location of your employees |
|---|---|

Make Decisions and Employee Engagement

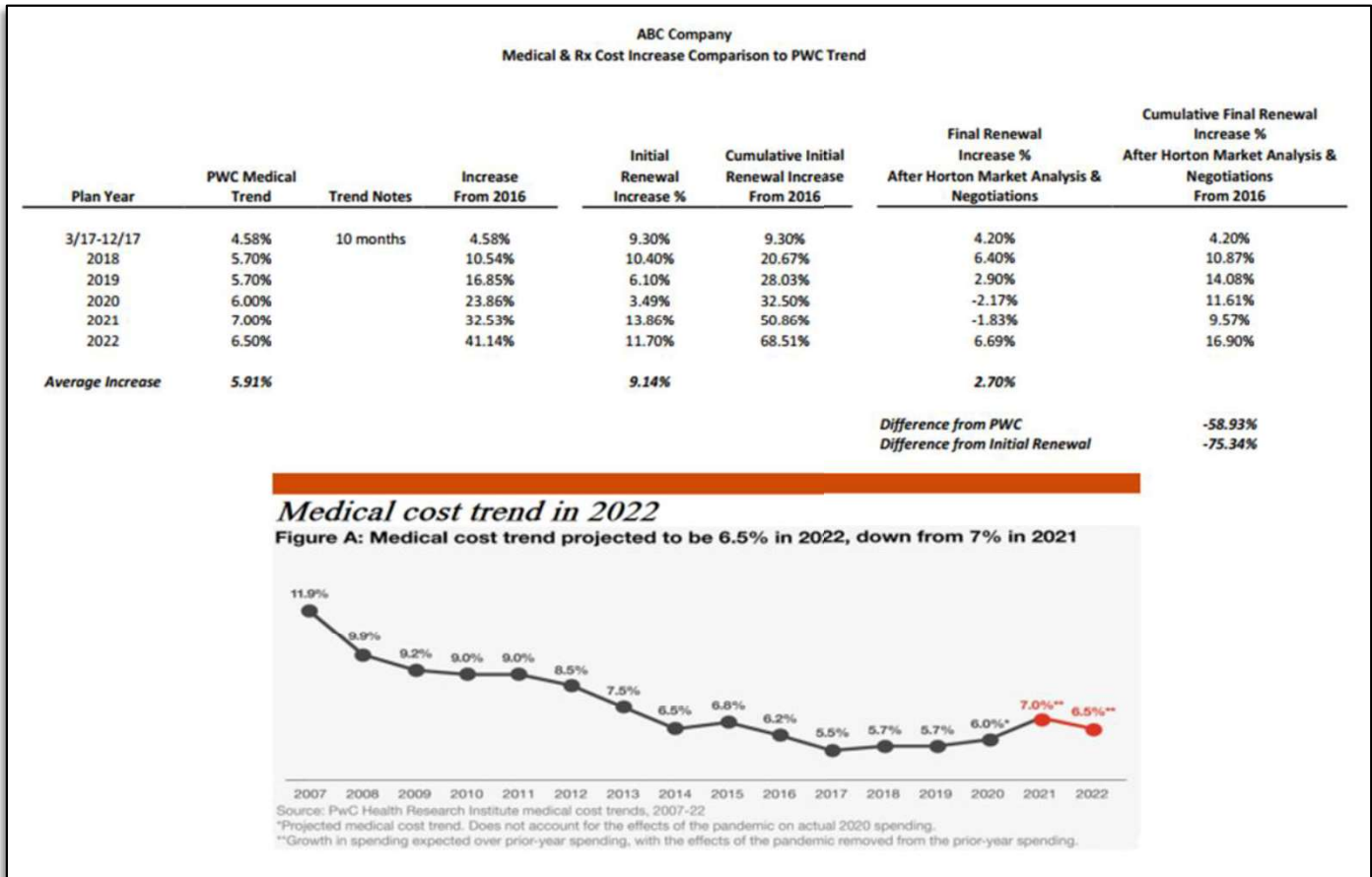
(3-4 months before renewal)

To ensure timely implementation of selected plan designs, Horton creates an implementation blueprint identifying each specific task, responsible party, and target completion date. Once plan recommendations are presented and final decisions are made, focus shifts to educating employees on all benefits and changes in the program. The process includes the following steps:

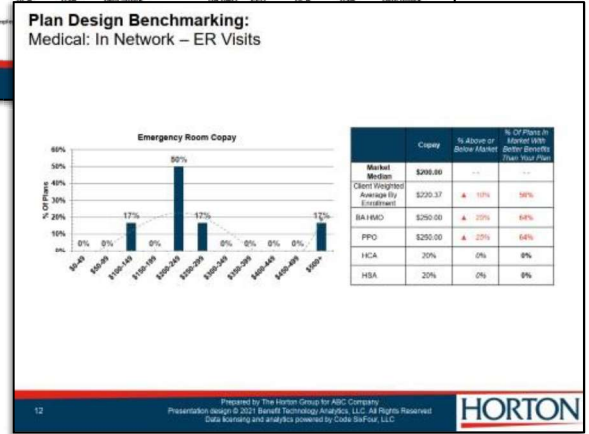
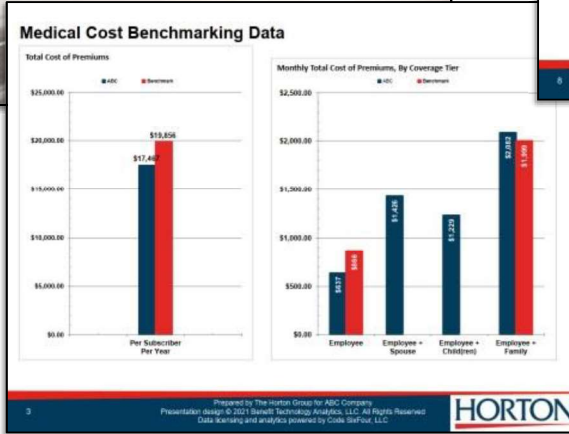
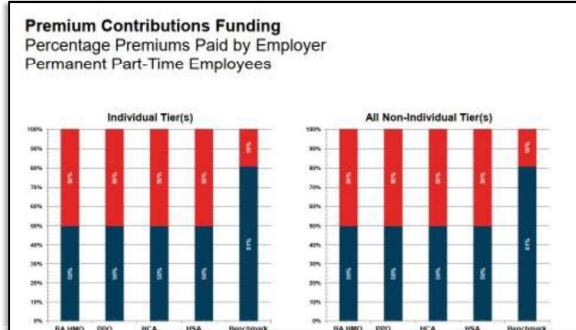
Employee Engagement

- | | |
|--|--|
| <ul style="list-style-type: none">• Review prior communication media and compare to current goals• Decide on method and media; draft text• Create benefit administration site (service to be decided upon with core agreement) | <ul style="list-style-type: none">• Modify and approve communications with management• Schedule open enrollment meetings/webinars• Monitor employee enrollment on the benefits administration site and answer employee questions |
|--|--|

- PWC Trent Comparison



- Code64



7. Provide a list of insurance companies, third party administrators, and other providers for which your firm is an authorized agent or broker.

Listed in Alphabetical Order:

Medical, Rx Carriers/TPAs

- **Aetna** – Preferred Broker 15+ years
- **Allied Benefit Systems (TPA)** – 25+ years agency relationship
- **Anthem, Inc.** – Elite Plus Agency, 10-year relationship, Agent Advisory Council for past 4 years
- **Auxiant (TPA)** – Preferred broker for 10+ years
- **Blue Cross Blue Shield of Illinois** – We hold their Blue Platinum Distinction, Horton was one of the founding partners on their Producer Advisory Committee, with more than a 30-year relationship
- **Cigna** – Preferred Broker 15+ years
- **Employee Benefits Corporation** – Appointed Agency, 10 years
- **Health Alliance** – 20-year agency relationship
- **Humana** – Preferred Broker, 25+ years
- **Kaiser** – 20+ years agency relationship
- **Plan Benefit Administrators (TPA)** – 10+ years agency relationship
- **United Healthcare** – Diamond Partners Status, Advisory Board, 15+ years through the acquisition of Rush Prudential

Medicare Retiree Carve-Out Markets

- **Aetna**
- **Amwins**
- **Anthem**
- **Blue Cross**
- **Benistar**
- **Humana**
- **United HealthCare**

Stop Loss Reinsurance Carriers

- American Fidelity
- Anthem
- Berkley
- Berkshire Hathaway
- HCC
- HM
- Nationwide
- Optum
- QBE
- Sun Life
- Swiss Re
- Symetra
- Unum
- US Fire Insurance
- Voya

Ancillary Lines, Dental, Life, Disability, etc.

- **Allstate** – Contracted Agency – 10+ years
- **Delta Dental** – Preferred Broker, 15 years.
- **EyeMed** – Preferred Broker, since their inception in this market
- **Guardian** – Gold Status, Highest, 20+ years
- **Hartford Insurance** – Preferred Broker 15+ years
- **Lincoln Financial** – Elite Partner Status Highest, 15+ years
- **LegalShield** – Contracted Agency – 5+ years
- **MetLife** – Premier Agency, 30-year relationship
- **Mutual of Omaha** - Preferred Broker – 10+ years
- **Principal** – Privileged Partner, Highest, 15+ years
- **Reliance Standard** – Preferred Broker – 15+ years
- **Standard Insurance** – Preferred Broker - 15+ years
- **Texas Life** – Contracted Agency 5+ years
- **UNUM** – Preferred Broker, since their inception


8. Describe any benefit administration software packages or other technology tools available to your clients.

In the background section of the RFP it states, "The Village currently manages benefits through a series of manual processes and intends to explore online benefit management solutions available through brokerage/consulting services."


Below are two examples of technology tools that have become standard for our employer groups to help improve employee communications and administration/compliance of their benefit programs. We would make these systems available to the Village of Tinley Park for little to no cost.

Our technology team is constantly vetting the landscape for viable solutions we can offer to our clients.


Employee Navigator: (The Employee Navigator platform is offered at no cost. If you wish to establish electronic data feeds directly with the carriers using this platform, there may be a small fee if your plans are custom. In most cases, we are able to get this fee waived or negotiate with carriers to subsidize the cost.)



Benefits Administration

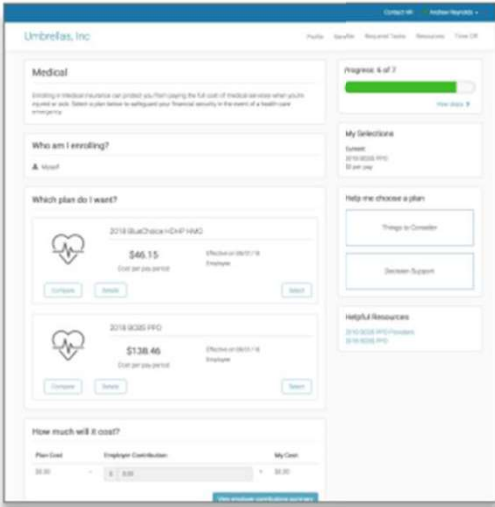


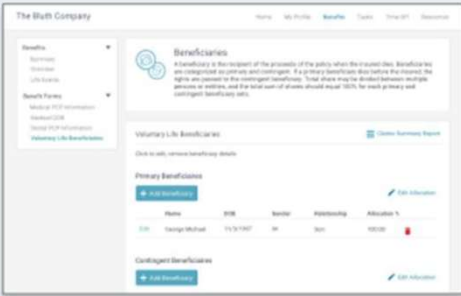
Employee Navigator's end-to-end benefits administration software makes it easier to attract and retain great talent by offering an extensive benefits package.




All-in-One Benefits Solution

- ▶ Get new hires quickly enrolled
- ▶ Compare & select plans
- ▶ Review eligibility for all employees
- ▶ Monitor employee enrollment status & deadlines
- ▶ Manage contribution levels
- ▶ Store, review, and acknowledge important plan documents
- ▶ Customizable reporting capabilities







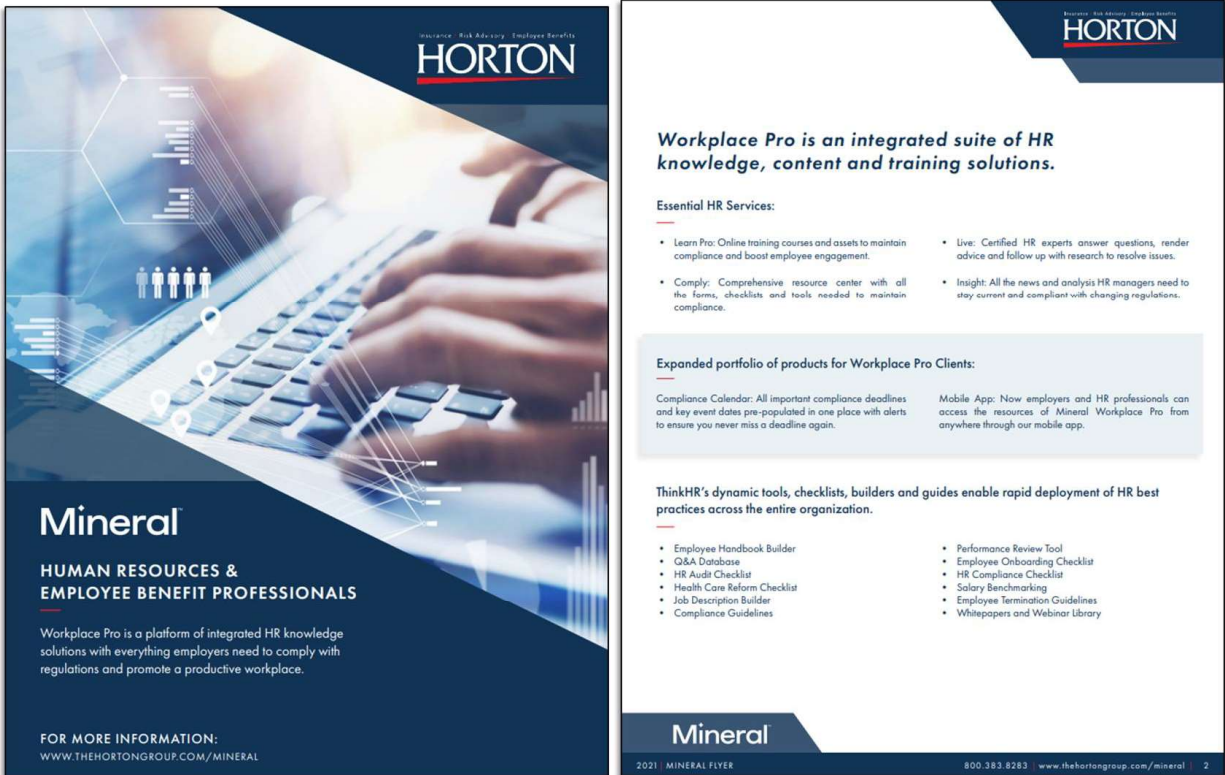
Simplify Benefits Administration

- Easy to manage**
Enroll, renew, & manage your employee benefits online
- No tricks up our sleeve**
Simple HR & employee self-service portals
- Always open**
Review benefits and plan details 24 hours a day, 7 days a week, 365 days a year

Other Benefit Technology Vendors we partner with:

- Maxwell
- Zenefits
- ADP
- Paycor
- Paylocity
- Paycom
- OutSail - 3rd party vendor to assist our clients with RFPs for benefit technology systems.

Mineral (previously ThinkHR): Free resource provided to all Horton clients.



The image shows a flyer and a brochure for Mineral, an HR knowledge, content, and training solutions provider. The flyer on the left features the Horton logo at the top right, the Mineral logo in large white text, and the text 'HUMAN RESOURCES & EMPLOYEE BENEFIT PROFESSIONALS'. Below this, it states 'Workplace Pro is a platform of integrated HR knowledge solutions with everything employers need to comply with regulations and promote a productive workplace.' At the bottom, it provides contact information: 'FOR MORE INFORMATION: WWW.THEHORTONGROUP.COM/MINERAL'. The brochure on the right has the Horton logo at the top right and the headline 'Workplace Pro is an integrated suite of HR knowledge, content and training solutions.' It lists 'Essential HR Services' including Learn Pro, Comply, Live, and Insight. It also mentions an 'Expanded portfolio of products for Workplace Pro Clients' such as Compliance Calendar and Mobile App. At the bottom, it lists various tools and guides like Employee Handbook Builder, O&A Database, HR Audit Checklist, Health Care Reform Checklist, Job Description Builder, Compliance Guidelines, Performance Review Tool, Employee Onboarding Checklist, HR Compliance Checklist, Salary Benchmarking, Employee Termination Guidelines, and Whitepapers and Webinar Library. The footer of the brochure includes '2021 | MINERAL FLYER', '800.383.8283', and 'www.thehortongroup.com/mineral | 2'.

Agent/Broker

1. Provide a list of insurance companies, third party administrators, and other providers for which your firm is an authorized agent or broker.

Please see answer in Section 2.0 - Relevant Experience for this list of carriers/vendors.

2. Under this arrangement, the Village will require full disclosure of all fees, commissions and other payments made to the consultant by the providers. State the commission structure on booked business.

We will comply with the request for full disclosure of all fees, commissions and other payments made to us. The Horton Group ("Horton") receives compensation for its services which may include one or a combination of standard agent and contingent/supplemental/bonus commissions paid by insurance companies and/or fees paid by clients. We submitted questions on 5/21/22 (email attached in Final Notes + Attachments section) to further clarify information needed for full disclosure of our rate but never received a response. We are glad to follow up on this point further.

Commissions

Horton receives commissions from insurance companies for placing insurance with them and the continued service of clients' insurance needs. Typically, commissions are calculated as a percentage of earned policy premium or based on a per employee per month calculation. Each insurance company establishes the commission percentages that it pays on certain lines of insurance. Horton's commission is included in the insurance premium paid by clients.

Contingency, Supplemental and Bonus Commissions

Horton may receive additional compensation in the forms of, including but not limited to, contingent commission, supplemental commission, or bonus commission. Contingent, supplemental or bonus commission is paid by the insurance companies based on a number of factors, all of which are determined by the insurance company. These factors include but are not limited to 1) the overall business Horton has placed with an insurance company, which could include factors for retained business, growth or new business, and 2) the profitability of that business. The commission paid depends on the size and performance of an entire group of accounts, as opposed to the profitability or placement of any particular policy. Horton has agency agreements with insurance companies that pay contingent, supplemental or bonus commission that outline the calculation for such contingent, supplemental or bonus commission payments. During the past five years, Horton's contingent, supplemental and bonus income has averaged less than 1% of total premiums.

Fee-Based Income and Other Income

Horton may also receive compensation in the form of fees paid by clients. Under fee-based arrangements, clients agree to pay a fee to Horton in lieu of, or in addition to, commission income. Horton fully discloses all fees in the form of a Fee Agreement. These fees may cover policy services, loss control services, safety consulting and/or claims administration. In addition, at times Horton will also provide clients with access to preferred vendors for services that relate to Horton's placement of insurance for its clients. These vendors may pay referral fees to Horton for such referrals of their services to Horton's clients.

Exposure Evaluation

All terms of this proposal are based on the evaluation of material provided by you or your employees. Horton expressly disclaims all liability for the content of such evaluation material, including but not limited to, any errors or omissions contained therein or arising therefrom. The terms of this proposal are subject to change if you provide new or revised evaluation material to Horton.

Coverage Terms & Conditions

All coverage terms and conditions in the preceding pages are intended as a reference only. Actual policies will contain full coverage exclusions or limitations, terms and conditions, and other wordings that are not summarized herein.

Client Management Team

1. Provide an organization chart graphically illustrating how your firm would staff and structure your proposed team for consulting services. Identify the main account contact and the supporting team structure. Provide a brief biographical summary of staff identified. Provide a summary of performance expectations of the assigned account contact and supporting team.



The Public Sector Team of benefit professionals that will directly serve the Village of Tinley Park is as follows. Your lead contacts would be your Lead Consultant - Mike Wojcik, Co-Consultant - Chris Wojcik, and Client Executive - Cindy O'Toole.

The team members in total hold 14 advanced degrees or advanced industry designations, including MBA, BSBA, BS, CEBS, CFP, CLU, CSFS, GBA, GBDS, REBC, and RHU. Our

Wellness Team members are Certified Health Education Specialists. Our team is 100% in-house and has all the required resources to complete the Village of Tinley Park's objectives.

Biographies of your main contacts:

Mike Wojcik, MBA, CLU, CFP®, GBA/ Senior Vice President, Shareholder, Lead Consultant

Mike's expertise resides in innovation, strategy and thought leadership.

Mike is a Senior Vice President of the Horton Group, one of the region's largest privately held insurance agencies specializing in Insurance, Risk Advisory and Employee Benefits. He joined Horton in 1989 as one of the founding partners of their benefit consulting and brokerage division. He is recognized as a thought leader in the industry.

Mike earned his bachelor's degree from Roosevelt University and an MBA from Lewis University. He received his Certified Financial Planner (CFP®) designation from the American College and is a Chartered Life Underwriter (CLU). He received A Professional Certificate in Public Finance from the University Of Chicago Harris School Of Public Policy and recently received his Group Benefits Associate (GBA) designation from the Wharton School of the University of Pennsylvania.

Mike serves and has served on numerous advisory boards for insurance carriers and related industries, with his most current service on the Anthem Blue Cross. He was also an agent advisory committee member of Blue Cross Blue Shield of Illinois. Mike serves on the Government Relations Committee of the Illinois Independent Agents, testified several times to state legislative committees on healthcare issues, and co-authored several white papers on healthcare reform. He has served on the Governance Board of Advocate South Suburban Hospital for the past 15 years and is currently Chair. He is the past president of United Way Metro South Suburban.

At the national level, Mike is regarded as an industry expert. He is the past chairman of the Big "I" National Health Care Task Force in Washington D.C. and currently serves as the group's Health Care Liaison, supporting their government affairs efforts on healthcare reform. The Big "I" is a national alliance of more than 250,000 insurance agencies and their employees. Recently, Mike was awarded a seat on the Legislative Council of the National Association of Health Underwriters (NAHU) in Washington, D.C., representing over 100,000 health benefits specialists who work diligently to ensure all Americans have access to high-quality, affordable healthcare and related services.

A message from Mike: "My career is based on an unwavering passion for expanding accessibility and long-term affordability of healthcare. My involvement legislatively and in the community has had a profound impact on how I present healthcare options to clients. I constantly look for innovative ways to assist employers with long-term strategies and have helped many evolve to a consumer-centric healthcare model with an

emphasis on wellness, product understanding, cost transparency and proper engagement."

Chris Wojcik, Co-Consultant / Sales Executive

Chris Wojcik is a Sales Executive for Horton's Employee Benefit Solutions. In this role, Chris is responsible for providing expert employee benefits consulting, bringing new clients on board, and servicing and retaining existing clients. He is part of a team of employee benefits-focused specialists dedicated to delivering innovative healthcare solutions to employers. Chris joined Horton's Municipal Practice Group in February of 2019. Before Horton, Chris worked as a Financial Advisor for MassMutual, helping individuals and families with their personal financial planning needs as a Corporate Registered Investment Advisor. Prior to that, he worked with technology start-up corporations in Chicago as a Senior Sales Executive.

When it comes to sacred concepts, Chris believes that the concepts of listening and critical thinking are crucial in any interaction with clients. "I never want to assume that we have a solution to an issue or problem without taking the time to understand a customer's problem." With a listening ear, Chris can present seemingly complicated topics in an understandable and comprehensible way-making the lives of clients much simpler. "The most rewarding aspect of our job is to work with different businesses and help them achieve a higher level of performance."

Chris recently moved from Chicago to New Lenox, IL, with his wife Ashley and 22-month-old son, Carter. He enjoys golfing when given the opportunity and has taken a liking to doing yard work around the house!

Cindy O'Toole - Client Executive

Cindy is a Client Executive for Horton's Employee Benefit Solutions. In this role, Cindy is responsible for providing expert employee benefits consulting, bringing new clients on board, and servicing and retaining existing clients. She is part of a team of employee benefits-focused professionals dedicated to delivering innovative healthcare solutions to employers.

Cindy is committed to bringing exceptional service to her clients. Communication, education and understanding client culture are key components of the service Cindy provides. "We help our clients attract and retain top talent through the services and solutions we provide. We need to help our clients manage costs while providing world-class benefits".

Cindy has a Bachelor of Science Degree in Business Management from Northern Illinois. Over the past 15 years, Cindy has worked in Human Capital Management and Employee Benefits, working with Employers to improve the employee experience through technology and benefit offerings.

Cindy just celebrated her 30th Anniversary with her husband, Jim. They have a one ½-year-old dog named Mac, who is mischievous and high-energy. Spends many hours at the dog park every week. Cindy has three siblings and many nieces and nephews whom she adores. She loves traveling and attending live sporting events, especially the Chicago White Sox and Blackhawks.

Firm Differentiation

1. Provide a summary of how your firm maximizes and obtains the lowest possible insurance quotes for your clients.

Today we service over 500 public sector accounts throughout our entire organization. Our practice consists of Counties, Municipalities, Fire Districts, Parks, Forest Preserves, Water Reclamation Districts and Schools. As already shared, the Public Sector Practice Group Team that will work with the Village of Tinley Park has grown to manage the benefit program for over 5,000 insured employees across 24 Employers in the Chicagoland region.

To obtain the lowest possible insurance quotes for our clients, we focus on three components that impact their insurance premiums the most: Risk, Demographics, and Trend (Medical and Pharmaceutical). By Risk, we mean the underlying end-user's health status and high-cost claimant utilization. By Demographics, we mean the population of individuals eligible for your plan. Finally, Trend represents provider cost adjustments impacted by plan design, network discounts, and underlying pharmacy PBM and formularies.

Employee benefits have always been a critical component of the collective bargaining process. Presently, with managing 24 public sector clients subject to over 115 combined collective bargaining agreements, many incorporate our expertise in their collective bargaining process. The Affordable Care Act (ACA) and the recent Pandemic have also raised the stakes exponentially in recent years, putting healthcare benefits at the negotiating table's forefront. Specifically, employers face stringent constraints in determining eligibility, coverage, plan designs, cost-sharing, and many challenging compliance requirements. As a result, employers require an expert review and consultation.

While we may not sit at the table, our experience and capabilities have proved instrumental to our public sector clients to facilitate a positive outcome with all parties involved. Specifically, we have helped them establish actionable strategies and programs to control Demographics, Risk and Trend which impacts their insurance quotes, listed below.

1. **Risk:** Introduce Well-Being Culture to groups to engage in screenings and health improvement at high participation levels.
2. **Risk:** Assist groups with contract language to differentiate cost-sharing for driving 80% - 100% Worksite Wellness participation.

3. **Demographics:** We have helped groups with Eligibility Management cost structures moving them from 2 or 3-tier cost-sharing models to 4-tier to allow single parents or dual working households the option to cover just their children at a fair rate. This also helps dual working families make better choices for where they should participate for their families' health needs saving employers money from over-insuring members' needs.
4. **Risk, Trend:** Introduced consumerism to many accounts through HSA plan alternatives with proper cost-sharing models, including HSA contributions. We also introduced digital redirection of care tools to help members choose more price-efficient providers with better outcomes.
5. **Trend:** We have moved several groups to Value-Based Provider Options (BCO, BCS), which are PPO Networks providing more choices but incenting providers that are more cost-efficient, typically paid for Value rather than Fee for Service, and have better outcomes, thus lowering overall cost from 7% to 10%.
6. **Risk, Demographics:** Expanded Post Age 65 retiree carve out programs to remove the risk from the Active member plans. We have seen retiree costs drive costs for all active employees. Even post 65, which are covered under Medicare first, are driving costs due to pharmacy, which is not paid by Medicare but at commercial rates. Retirees are known to take higher amounts of prescriptions due to a higher prevalence of chronic conditions.
7. **Risk, Demographics:** Introduced Pre-65 retiree programs to incent members to waive coverage if covered elsewhere and removing high risk from the plan. Typically, this is done in the form of a VEBA or HRA for Retirees coupled with an insurance Exchange for insurance options.
8. **Demographics, Risk:** Other Eligibility Management we are introducing now includes Spousal Incentive HRA plans (SIHRA) which incent family members off the plan by agreeing to pay for their deductible and coinsurance and copays on their employer's plan if they move to it. This is done pretax and much more efficiently than just plain incentives, which are usually taxable and less effective.
9. **Trend, Risk:** We have moved groups to Preferred Rx Formularies to gain lower overall costs in pharmacy.
10. **Trend, Risk:** We have recently moved several self-funded groups to International Drug Importations on a voluntary basis to members but saving them and the plan 50% - 70%.
11. **Demographics:** We have introduced Voluntary Benefit programs to enhance current models and meet changing Generational needs. This includes Accident plans for Millennials, Critical Illness for Baby Boomer, Identity Theft, Voluntary Life, Vision, and Dental where not currently offered for all Ages.

12. **Demographics, Trend:** Behavioral health has been a rising need for all ages, but particularly it was found the Millennial Generation is challenged most. We adopted many EAP and expanded Telehealth programs to address this need.
13. **Trend:** Telehealth Expansion during the Pandemic. We helped promote Telehealth programs to our clients during the pandemic when members were too nervous about going to doctors' offices for care.
14. **Trend:** Redirection of Care Tools. We help groups adopt several tools to assist members in finding doctors and at favored pricing within their network and area.
15. **Trend, Risk, Demographics:** The Horton Group has developed an internal Social Diversity Task Force tasked with ensuring there is cultural diversity, inclusion, and equity throughout our firm. We intend to share any discoveries that can help our clients.

References

1. Provide (3) three municipal references, for similar size organizations with similar offerings, including the name of the municipality, name of the person(s) who we may contact, job title, email, and phone number.

Current Clients

Reference # 1	Village of Orland Park
# Of Covered Employees	261
Types of Insurance Programs	Self-Funded Medical, International Rx, Voluntary Dental, Vision, EE & Dependent Basic Life and AD&D, Voluntary Life and AD&D, STD, EAP
Website	www.orlandpark.org
Address	14700 Ravinia Ave. Orland Park, IL 60462
Time period	2012 - Current
Contact name	Terica Ketchum
Contact title	Assistant Director of Human Resources
Contact phone	(708) 403-6180
Contact email	tketchum@orlandpark.org
Reference # 2	City of Elgin
# Of Covered Employees	594
Types of Insurance Programs	Fully-Insured Medical, Voluntary Dental, Voluntary Vision, Basic Life and AD&D, Voluntary Life and AD&D, Voluntary Accident and Critical Illness, EAP
Website	www.cityofelgin.org
Address	150 Dexter Court Elgin, IL 60120
Time period	2017 - Current
Contact name	Tim Bennett
Contact title	Human Resources
Contact phone	(847) 931-6100
Contact email	Bennett_t@cityofelgin.org
Reference # 3	Village of Park Forest
# Of Covered Employees	153
Types of Insurance Programs	Fully-Insured Medical, Voluntary Dental, Voluntary Vision and Basic Life and AD&D
Website	www.villageofparkforest.com
Address	350 Victory Drive Park Forest, IL 60466
Time period	2008 - Current
Contact name	Jason Miller
Contact title	Assistant Village Manager
Contact phone	(708) 283-5624
Contact email	jmiller@vopf.com

Reference # 4	County of LaSalle
# of Covered Employees	656
Types of Insurance Programs	Health, Prescription Drug, Dental, Vision, Life and AD&D, Medical Retiree Carve-Out, Employee Assistance Program, Tele-Health, Wellness
Website	www.lasallecounty.org
Address	707 Etna Road, Ottawa, IL 61350
Time period	2016 – Current
Contact name	Melissa Pilch
Contact title	Human Resource Director
Contact phone	(815) 434-8244
Contact email	mpilch@lasallecounty.org
Reference # 5	Village of Downers Grove
# of Covered Employees	473
Types of Insurance Programs	Health, Prescription Drug, Dental, Vision, LTD, Life and AD&D, Medical Post 65 Retiree Carve-Out, COBRA and FSA Group Accident and Critical Illness
Website	www.downers.us
Address	801 Burlington Ave Downers Grove, IL 60515
Time period	2012 - Current
Contact name	Lauren Linares
Contact title	Assistant Director of Human Resources
Contact phone	(630) 434-5538
Contact email	llinares@downers.us
Reference # 6	Town of Normal
# of Covered Employees	439
Types of Insurance Programs	Health, Pharmacy, Dental, Vision, Life and AD&D, Medical Post 65 Retiree Carve-Out, Employee Assistance Program Tele-Health, Wellness
Website	https://www.normal.org/
Address	11 Uptown Circle, Normal, IL 61761
Time period	2010 – Current
Contact name	Jenny Keigher
Contact title	Human Resources Director
Contact phone	(309) 454-9675
Contact email	jkeigher@normal.org

2. Provide (3) three references for the proposed primary main account contact, including the name of the municipality, name of the person(s) who we may contact, job title, email, and phone number.




Please see above. All 6 municipalities referenced work with the proposed main account contact.

Final Note + Attachments

1. Final Note

Questions submitted on 5/21/22 but no response was received.

2022 -RFQ - 005 Request for Qualifications Professional Services - Employee benefit Consulting / Brokerage Services

 Mike Wojcik
To: clerksoffice@tinleypark.org
Cc:  Mike Wojcik;  Chris Wojcik
Retention Policy 1 Year Delete Inbox Items (1 year) Expires 5/21/2023

Reply Reply All Forward

Sat 5/21/2022 1:30 PM


Hi Clerk O'Connor.

The Horton Group looks forward to responding to your RFQ due this Thursday. We have a few questions if you don't mind.

- 1) In the background section (Page 4 statement 2) it mentions you have approximately 270 full time employees eligible for your program. Can you share how many participate?
- 2) Also, of the 150 retirees mentioned, can you share how many are pre 65 and how many are post 65?
- 3) We are happy to fully disclose our commissions and/or fees involved. Are your current programs commission based or a fee structure? Do you have a preference?
- 4) Are there any areas of your program that you feel the Village is underserved, or you would like to explore further besides on-line benefit technology - management services?





Thank you in advance for your response.

Mike

 Schedule time on my calendar!

MIKE WOJCIK, MBA, CLU, CFP, GBA
Executive Vice President & Shareholder
708-845-3126 708-650-1557
mike.wojcik@thehortongroup.com

HORTON Leading clients to a *higher level of performance.*
www.thehortongroup.com
f in t i

    An **Assurex** Global Partner

2. Please see the Certificate of Liability Insurance below.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2022

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

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

PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467	CONTACT NAME: PHONE (A/C. No. Ext): 708-845-3000		FAX (A/C. No.):
	E-MAIL ADDRESS: mailroom@thehortongroup.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED The Horton Group, Inc. 10320 Orland Parkway Orland Park IL 60467-5658	HORTGRO-01		INSURER A : Cincinnati Casualty Insurance 28665
			INSURER B : Continental Casualty Company 20443
			INSURER C : Houston Casualty 42374
			INSURER D :
			INSURER E :
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1765892722

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ECP0562907	1/1/2022	1/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA0562907	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ECP0562907	1/1/2022	1/1/2023	EACH OCCURRENCE	\$ 25,000,000
							AGGREGATE	\$ 25,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EWC0562906	1/1/2022	1/1/2023	PER STATUTE	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	E&O			286985760	1/1/2022	1/1/2023	Occurrence/Aggregate	5,000,000
C	Cyber			ASK21H007294	1/1/2022	1/1/2023	Occurrence/Aggregate	5,000,000
B	Crime			286985760	1/1/2022	1/1/2023	Occurrence/Aggregate	5,000,000

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

10310-10320 Orland Parkway Orland Park, IL 60467

Additional insured with respect to the general liability coverage only when required by written contract: The Village of Tinley Park

CERTIFICATE HOLDER**CANCELLATION**

The Village of Tinley Park
 16250 South Oak Park Avenue
 Tinley Park IL 60477

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CinciPak™

COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Supplementary Payments

Bail Bonds: \$2,500

4. Medical Payments

Medical Expense Limit: \$ 10,000

8. Property Damage To Borrowed Equipment

Each Occurrence Limit: \$10,000
Deductible Amount: \$ 250

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages:**

Employee Benefit Liability Coverage

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and
- 1) Occurs during the policy period; or
 - 2) Occurred prior to the "first effective date" of

this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

- (a) **Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

- (b) **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

- (c) **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment - related practices, acts or omissions; or
- (4) Consequential liability as a result of (1), (2) or (3) above.

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

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A and B also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage, Section II - Who Is An Insured** is replaced by the following:

- (1) If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b) A partnership or joint venture, you are an insured. Your members, your part-

- ners, and their spouses are also insureds but only with respect to the conduct of your business.
- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program";
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organi-

zation. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects **Employee Benefit Liability Coverage, Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (a) An act, error or omission; or

- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon no-

tification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers re-

ceived in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item **5. Other Insurance** is replaced by the following:

5. Other Insurance

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

a. Primary Insurance

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

b. Method Of Sharing

If all of the other insurance permits contribu-

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

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

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in

any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B:**

Paragraph **2.** is replaced by the following:

Up to the limit shown in **Section B. Limits Of Insurance, 3. Bail Bonds** of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

This amendment of the Supplementary Payments – Bail Bonds limit replaces, and is not in addition to, the amendment of the Supplementary Payments - Bail Bonds limit (**II.A.2.**) in the CinciPak™ Commercial General Liability Amendatory Endorsement.

4. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in **Section B. Limits Of Insurance, 4. Medical Payments** of this endorsement.

5. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

- a.** Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

6. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

7. Automatic Additional Insured - Specified Relationships

- a.** The following is added to **Section II - Who Is An Insured:**

- (1)** Any person(s) or organization(s) described in Paragraph **7.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

- (2)** Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **7.a.(1)** of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (i)** Any "occurrence" which takes place after you

cease to be a tenant in that premises;

- (ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **7.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **7.a.(1)** of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (i) The insurance afforded the vendor does not apply to:
 - 1) "Bodily injury" or "property damage"

for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7) Products which, after distribution or

sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs **(c)(i)4** or **6** of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has

been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph **7.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization with whom you have agreed per Paragraph **7.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or

use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **7.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **7.a.(1)** of this endorsement, 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 written contract, written agreement, written permit or written authorization described in Paragraph **7.a.(1)** of this endorsement; 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.

c. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **7.a.(1)**.

d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **5. Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **7.a.(1)** of this endorsement provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **7.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

8. Property Damage To Borrowed Equipment

a. The following is added to **Exclusion 2.j. Damage To Property** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorse-

ment, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits Of Insurance, 8. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits Of Insurance, 8. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in **Section B. Limits Of Insurance, 8. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

9. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under **Section II - Who Is An Insured** does not apply to:

- a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

10. Broadened Notice Of Occurrence

Paragraph **a.** of **Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

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

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

11. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United

States of America or Canada, designating that person as a commercial or airline transport pilot;

- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

12. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

- 4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

13. Expected Or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And**

Property Damage Liability is replaced by the following:

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

14. Former Employees As Insureds

The following is added to Paragraph 2. under **Section II - Who Is An Insured:**

- 2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

About the Horton Group

Horton is an insurance employee benefits and risk advisory firm that leads clients with complex needs and limited resources to a higher level of performance. We do this by focusing on the Traditional + Innovative + Uninsurable and the Present + Future

Business Insurance

Property & Casualty + Professional Liability + Automobile Liability + Workers Compensation Safety & Loss Control + Risk Transfer + Claims + International + Surety + Alternative Risk

Employee Benefits

Group Medical + Core Voluntary Benefits + Executive Benefits + PSA/HSA + Wellness ACA/DOL Compliance + Claim Analysis + International Benefits + Private Exchange Technology

Personal Insurance

Homeowners + Auto + Umbrella + Valuables + Watercraft + Special Coverage + Disability + Individual Life + Individual Health + Individual Travel + Medicare Supplement + Long Term Care

Risk Advisory

Future Forum + Economic Risk Outlook + Industry Insights

HORTON

Insurance / Risk Advisory / Employee Benefits

800.383.8283 | thehortongroup.com

Village of Tinley Park – Commission Structure

Service Categories	Compensation Structure
<p>Phase 1: July 14, 2022 – September 30, 2022</p> <p>Strategic Planning and Market Insight; Financial and Benefit Analytics; Employee Benefit Compliance Support; Human Resource Assistance; Worksite Wellness Initiatives;</p> <p>Lines of Coverage:</p> <ul style="list-style-type: none"> • Medical & Rx • Dental • Vision • Life, AD&D <p>Ancillary Benefits</p> <ul style="list-style-type: none"> • Allstate • Legal Shield • Texas Life Insurance • COBRA Services • Mineral / Think HR • Employee Navigator (Benefit Technology) <ul style="list-style-type: none"> • Includes Carrier EDI Feeds • Medicare Supplements • Wellness Advisory/Population Health Consulting 	<p>Commissions are included in premiums and are paid to Horton by the carrier.</p> <p>1.0%</p> <p>5.0%</p> <p>10.0%</p> <p>Standard Carrier Commissions if already included</p> <p>No Charge</p> <p>Standard Carrier Commissions if already included</p> <p>No Charge</p>

Village of Tinley Park – Commission Structure

Service Categories	Compensation Structure
<p style="text-align: center;">Phase 2: October 1, 2022 – July 31, 2025</p> <p>Strategic Planning and Market Insight; Financial and Benefit Analytics; Employee Benefit Compliance Support; Human Resource Assistance; Worksite Wellness Initiatives;</p> <p>Lines of Coverage:</p> <ul style="list-style-type: none"> • Medical & Rx • Dental • Vision • Life, AD&D <p>Ancillary Benefits</p> <ul style="list-style-type: none"> • Allstate • Legal Shield • Texas Life Insurance <ul style="list-style-type: none"> • COBRA Services • Mineral / Think HR • Employee Navigator (Benefit Technology) <ul style="list-style-type: none"> • Includes Carrier EDI Feeds <ul style="list-style-type: none"> • Medicare Supplements <ul style="list-style-type: none"> • Wellness Advisory/Population Health Consulting <ul style="list-style-type: none"> • If additional coverages or services were added 	<p>Commissions are included in premiums and are paid to Horton by the carrier.</p> <p>2.5%</p> <p>Standard Carrier Commissions if already included</p> <p>No Charge</p> <p>Standard Carrier Commissions if already included</p> <p>No Charge</p> <p>TBD</p>

Village of Tinley Park – Commission Structure

Strategic Planning and Market Insight	Included
<p>Because of our multifaceted involvement in Health Care, we are proud of the insight we can bring to the Village for intermediate and long-term planning in the following areas:</p> <ul style="list-style-type: none"> • Health Care Reform (ACA) Impact Study: Compliance and Tax Impacts • DOL Audit Checklist Review • Affordable Care Act (ACA) “Pay or Play” Options and Strategies • Market Trends and Forecasting • Benefit Philosophy Development • Benefit Design and Cost Sharing Benchmark: Industry and Employer Size • Exploration of Defined Contribution Cost Sharing Model • Eligibility Management: Working Spouse Carve-Out Provision, Eligibility Audits • Private Health Insurance Exchange Options • “Bend The Trend” Best Practices • High Deductible Health Plan Strategies (HSA, HRA, Gap Planning) • Engagement Strategies for Worksite Wellness / Early Detection • Development and Promotion of Consumer Centric Cost Transparency Tools • Voluntary Worksite Benefit Strategies • Review of Alternate Funding Techniques (Self- Funding, Captives) 	
Financial and Benefit Analytics	Included
<p>Initial Assessment</p> <ul style="list-style-type: none"> • Executive Healthcare Summary • Review Benefit Plan Strategy • Plan Performance & Financial Benchmarking • Provider Network Utilization - Discount Analysis • PBM Carve Out and Supplement Analysis if allowed by carrier • Contribution Modeling and ACA Compliance • Medical Utilization Containment Strategies • Rx Utilization and Containment Strategies • Shock Claim Review • Plan Design Benchmark and Analytics • Plan Design Alternatives - Cost Modeling • Renewal Forecast • Actuarial Evaluation of Plan Designs using HHS AV Calculator <p>Report Plan Performance After Each Quarter – Electronic Delivery</p> <ul style="list-style-type: none"> • Key Performance Indicators • Network Utilization and Discounts • High Cost Claimants • Overall Plan Performance: Quarterly Loss Information 	

Village of Tinley Park – Commission Structure

After Second Quarter of Plan Year – Pre-Renewal Strategy Meeting – Site or Virtual Visit

- Key Performance Indicators
- Network Utilization and Discounts
- High Cost Claimants
- Overall Plan Performance
- Decision Master Warehouse, Blue Insight or another Carrier Equivalent
- Renewal Forecasting and Suggested Plan Alternatives
- Plan Design Benchmarking
- Retiree Carve Out Analysis
- PBM Carve Out Analysis (depending on data availability and carrier allowed)
- Strategy Recommendations for Renewal
 - plan design, employee cost sharing, product, carrier, network

Renewal Market Analysis

- Prepare Renewal Specifications – ACA Compliant
- Seek Quotes to Analyze and Compare Market
- Negotiate Renewal and Market Pricing with Carriers/Vendors
- Present Findings to Client

After Fourth Quarter - Plan Year End - Site or Virtual Visit

- Executive Healthcare Cost Analysis (year-end close out showing plan performance plus
 - Decision Master Warehouse Report: Medical, Rx
 - Demographic Review
 - Plan Costs vs. Expected vs. Maximum (per capita)
 - Industry or carrier benchmarks (where available)
 - Plan administrative costs (per capita)
 - High cost claimants
 - Utilization by service type (professional, in-patient, out-patient, pharmacy and specialty pharmacy)
 - Office visits per thousand
 - Emergency room visits per thousand and cost
 - Medical diagnostic categories
 - Top 10 pharmacy charges
 - RX review – generic, mail order, specialty drug usage
 - Year-end summary of plan and contribution changes
 - Year-end summary of migration and analysis of cost impact
 - Utilization Containment Strategies

ACA Impact Analysis -- Midterm (TBD) Site Visit or Virtual

- Penalty 4980H (a) and (b) Impact
- Patient Centered Effectiveness Research Tax (PCORI)
- Employee Eligibility Determination
- Strategies to Mitigate Rising Cost

Village of Tinley Park – Commission Structure

<p>Wellness Screening Reports</p> <ul style="list-style-type: none"> • Wellness Screening Summary and Forecast • Horton Population Health Report • ROI of Wellness Efforts 	
<p>Additional Services – Financial</p>	<p>TBD</p>
<p>Third Party Services</p> <ul style="list-style-type: none"> • Third Party Services 	
<p>Compliance Support</p>	<p>Included</p>
<p>Designated Account Executive to assist with Health Care Reform News, Review of Compliance Requirements and Support Questions as requested:</p> <ul style="list-style-type: none"> • COBRA • FMLA • HIPAA • HIPAA Privacy • ADA • Section 125 • Medicare Part D • CHIPRA • ACA 	
<p>Administrative Services – Compliance</p>	
<ul style="list-style-type: none"> • COBRA Administration (Outside Service) • Plan Document and Group Policy/SPD/Certificate Review • DOL Audit Checklist Review • Agency Engagement in Health Care Legislation on State and Federal Level • Model Notices • FMLA Administration • FSA Administration • ACA Reporting 	<p>Included Included Included Included Included TBD TBD TBD</p>

Village of Tinley Park – Commission Structure

Other Services	Included
<p><u>Eligibility Management Assistance</u></p> <ul style="list-style-type: none"> • Determining Full-Time Status (per ACA) • Vetting of Online Enrollment and Communication Systems • Developing Participation Guidelines: Working Spouse Waiver Rules, Eligibility • Documentation Requirements • Contribution Strategies <p><u>Employee Communication and Services:</u></p> <p>Onsite or Webcast Open Enrollment Meetings</p> <ul style="list-style-type: none"> • Custom PowerPoint Presentations with Voice Over Recording • Benefit Summary Guides <p>Employee Benefit Website Portal – Employee Navigator</p> <ul style="list-style-type: none"> • An easy way to provide information to your employees • This Portal is a complete employee communication system that helps you streamline processes, and improve communication • Online Enrollment Capabilities • Carrier Resources <p><u>Affordable Care Act Enrollment Options for Part-Time and Employees not eligible for Core Benefits</u></p> <p><u>Employer Services:</u></p> <p>HR Benefits Portal – Think HR - Mineral</p> <ul style="list-style-type: none"> • HR-related articles • Access to a community of HR Professionals <p>Claims, Billing, Eligibility Assistance, Benefit Administration Assistance</p> <p>Benefit Education and Communication</p> <ul style="list-style-type: none"> • Benefit Alerts • Compliance – Legislative Alerts • Horton Health Initiatives Newsletter 	

Village of Tinley Park – Commission Structure

Horton Consulting Solutions Wellness and Population Health	Included
<p>Consulting Conversation to Determine Wellness Needs</p> <ul style="list-style-type: none"> • Health Assessment • Health Management Education • Engage Activities • Develop Incentives and Rewards <p>Determine Program Timeline and Assist with CBA's as Applicable</p> <ul style="list-style-type: none"> • Three Year Plan Timeline • Incentive Contribution Modeling • Health Improvement Incentive Options 	
Additional Services	
<p>Health and Wellness Related</p> <ul style="list-style-type: none"> • Biometric Screening • Flu Shots • Stroke Screening • Health Coaching • EAP Services • Disease Management • Chronic Condition Program Options 	<p>TBD</p> <p>TBD</p> <p>TBD</p> <p>TBD</p> <p>TBD</p> <p>TBD</p> <p>TBD</p>

Village of Tinley Park – Commission Structure

Additional Expertise Available Through Horton

WORKSITE - Voluntary Benefits

The Horton Group helps organizations improve morale and free up staff by offering well-designed, optional products such as individual life, short-term and long-term disability and supplemental vision, dental and high deductible health plan gap plans including: critical illness and accident insurance.

Personal Lines

Horton Personal Insurance helps business owners, key executives and employees protect their homes, automobiles, watercraft and more. Services include annual detailed coverage reviews and programs designed for high-net worth individuals

Property & Casualty / Risk Management Services

Horton Risk Management Services provides property, general liability, automobile, excess liability, workers' compensation, employment practices liability, crime, fiduciary liability, professional liability and directors and officers insurance as well as many other products in a variety of industries.

Safety Consulting and Loss Control

From employee orientation and training to jobsite inspections, Horton helps contractors and other commercial clients manage claims, facilitate appropriate return-to-work programs and incorporate safety into every aspect of their business operation

Financial Wellness

By partnering with Cerity Partners, Horton has deepened its resources to retirement services to maximize the organizations fiduciary protection, eliminate personal liability and hidden conflicts of interest while making a difference in the financial lives of their employees.

There are three key pillars to our service platform:

- Fiduciary Oversight
- Investment Advisory
- Financial Wellness Coaching & Ongoing Plan Review



Interoffice Memo

Date: June 15, 2022

To: Committee of the Whole

From: Donna Framke, Marketing Director

Subject: Spring/Summer 2022 Media Plan Recommendation

The marketing department continues to make strides in building out Tinley Park's tourism marketing assets. As you know, a conceptual creative campaign has been developed and we are in the process of creating Tinley Park-specific videos and digital assets. The next step is to execute a media campaign utilizing a programmatic and paid social campaign with a cable advertising campaign that we intend to execute in spring/summer 2022 to that will take the message out to market.

Hamish McDonald from Point B Communications will be at the June 21st Committee of the Whole meeting to make a brief presentation on the strategic media campaign that is recommended. This media campaign, slated to run from July to September 2022, has been developed to create awareness of Tinley Park to meeting planners and leisure travelers in the Chicagoland and surrounding area. This initiative is a reinvestment of hotel/motel tax.

A link to the presentation is available for your prevue at:

https://secure-web.cisco.com/1_r3dW-sAqfUcT-S2axyUB95HRAMu0KzI4o-cB0Z-sUaqAjx1HbR2DG3SocbTyNQQ7IGXByHKw1UMkmoyxD_2EaPTT_I74mPNvwfkyXBJfZOM2_QvQfeqz0OrxR0OEuftkaeHbXrPeR2vvZjuGQCnhh5MaxB9GU_OHzGRqIJDIIyfPQyaheoZ_A49UYww90vcHjflQMf1g1j3CpMLADaX8R_nEPb86ONgZ9BsOct5deKKWKzP6GJDnq0E3xhuo_vAUz0CAwNtOGwe9xUsDZ5I8Xf8arRBqLZ8Hign9lJu1e7xMpl-uaJ67i27HUcHQzc/https%3A%2F%2Fwww.dropbox.com%2Fs%2Fedibp2yrnk87w5k%2FTinley%2520Park%2520Summer%2520Planning%2520Alternate.pdf%3Fdl%3D0



Interoffice Memo

Date: June 21, 2022
To: Committee of the Whole
From: Carolyn Mitera, Business Retention & Marketing Specialist
Subject: The Whistle Sports Bar & Grill–Redevelopment Grant

BACKGROUND:

Mark Mikesell of The Whistle Sports Bar & Grill (Applicant) proposes to renovate the existing patio space at 7537 W. 159th Street. The proposed plan will enclose the existing 513 sq.ft. patio for all year-round use. The proposed plan will remove existing concrete and construct a brick veneer wall to match the existing facade.

In 2020, the Village adopted Resolution No. 2020-R-063 for the purpose of creating a redevelopment grant. The reason for the grant was to support those properties in our community where the costs involved to rehabilitate existing structures may be greater than the value of the structure or exceed the funding ability of the property owner. As such, property owners may lack the motivation to rehabilitate these sites due to the low rate of return on their investment. Through the grant, the Village was looking for ways to incentivize these properties and encourage site and building improvements that will enhance the overall aesthetics of the area for residents, as well as improve the property value and resulting Equalized Assessed Value (EAV) for the parcel.



Proposed Enclosure

Discussion:

The Applicant has worked with the Building Department to ensure that the proposed design complies with our codes. The applicant submitted two proposals for the grant requested. The applicant is requesting the maximum grant amount of \$30,000 for the patio work. The application submitted noted a request for \$35,000 but the applicant was not aware of the \$30,000 cap. The proposal amounts are:

Scope of Work	General Building Supply	Creation Carpentry
Construct front patio enclosure with windows	\$122,000.00	\$160,000.00

The contractor, Creation Carpentry located in Mokena, is the preferred contractor the applicant wants to work with. Staff did contact the second contractor to get a more detailed quote and but they have not responded.

The intent of the program is to provide grants for the following purposes: façade improvements, code compliance, stormwater management; parking lot improvements and environmental remediation. This request would fall in the façade improvement purpose. A grant may be awarded to any business or property which meets the following:

- The property is not located in an area currently eligible for an incentive-
 - There are no incentives available for this location. ECC noted The Whistle Sports Bar & Grill is the only applicant for the Redevelopment Grant and this may bring some publicity to the grant program.
- The property is a tax paying entity-
 - The property and the business are a tax paying entity.
- The property is following Village codes or ordinances upon completion of the project
 - Applicant/property owner meets the criteria.
- The property owner is not overdue in any payments to the Village-
 - There are no overdue invoices at this time.
- The applicant provides a pro-forma statement along with a detailed cost estimate-
 - Staff has two proposals but with one only providing the details needed per the grant. The second company Creation Carpentry, updated their proposal identifying each line item cost to determine what would be eligible. Staff reached out to General Building Supply for a more detailed quote but never received anything. Based on the quote by Creation Carpentry, there are approximately \$127,500 in eligible façade costs.
- The applicant is required to pay 100% of construction costs upfront before submitting for reimbursement-
 - Applicant has been made aware of this requirement.
- If the subject business is a start-up business, a business plan may be requested-
 - This is an existing business and therefore this does not apply. ECC noted this is a viable business and there have been no other requests for this grant.

If applications exceed the Village’s funding budget, the following factors shall be taken into consideration to rank businesses for grant awards:

- History of vacancy-
 - Property has some vacancies but overall is a fully functioning retail center. The Whistle Bar & Grill has been in business since June 2017 and was granted a video gaming license in August of 2017.
- Ability to address a history of lack of investment due to deterioration of building condition that poses a threat to public safety and results in a negative impact on property values in the surrounding area-
 - Property owner has made investments to the exterior façade, parking lot, landscaping and signage. Overall the center is in good condition. This property was not identified as a potential candidate for this grant.
- Presence of extraordinary redevelopment costs such as remodeling/demolition, environmental remediation, infrastructure expansion costs-

- With COVID cost of construction has gone up substantially. The Village is aware of this and therefore that is why there was some consideration to utilize this grant for the project.
- Proposed increase in employment-
 - There will be no increase in employment that staff has been made aware of with this project.
- Quality of development and overall aesthetics which are in excess of current code requirements-
 - Project is meeting minimum code requirement which is to match the addition with the existing brick façade. Originally the applicant came in with a proposal that did not have the brick. With the brick, it increased the cost substantially and that is the reason the tenant is asking for some financial assistance.

Recommendation:

It is staff's opinion this property was not identified as a property intended for the Redevelopment Grant because it does not have significant vacancy and the property/building is in good condition. The grant's goal is to support those properties where the costs involved to rehabilitate existing structures may be greater than the value of the structure or exceed the funding ability of the property owner. However, the project will improve the aesthetics of the property and increase revenue for the business by having an area that can be used all year round. The ECC discussed the proposed improvements and felt that the scope of work met the intent of the grant and recommended by vote of 5-0 to approve the Redevelopment Grant request for The Whistle Sports Bar & Grill in an amount not to exceed \$30,000 for façade renovations to enclose the patio.

Attachments:

Grant Application



19143 S. Blackhawk Parkway-Suite 16
Mokena, IL 60448
(708)949-8858

June 13, 2022

The Whistle
7537 W. 159th Street Suite A
Tinley Park, IL

Attention: Mark Mikesell

Creation Carpentry proposes to perform the following work in accordance to the revised plans by N. Batistich Architects, dated 3/8/22 and Village Corrections.

Carpentry \$160,000
BASE BID-\$160,000.00..... *(One Hundred Sixty Thousand Dollars)*

Clarifications:

General: (\$5,000)

- Add occupancy, electrical, fire prevention and structural concrete plans to existing drawings to incorporate Village revision changes

Concrete: (\$42,000)

- Saw cut and remove existing walk for new addition
- Excavate 81'x4'x4' trench for new footing and foundation
- Frame and pour 72'x2'x12" foundation wall
- Install rebar and dowels per plan
- Grade and pour sidewalk removed for new addition

Carpentry: (\$27,000)

- Build temporary barricade to isolate construction from customers
- Cut existing EIFS soffit for installation of new blocking
- Build new cold formed metal stud walls and headers per details A2
- Install window blocking
- Supply and install new fire treated plywood to new walls interior & exterior
- Install Tyvek building wrap
- Supply and install new knotty pine at interior with pine trim to match existing
- Supply and install new fiber cement siding at top of windows

Windows: (\$44,000)

- Supply and install Chicago Bifold windows at East elevation and sliding doors at north and south entry/exit

Sliding Doors: (\$17,000)

- Supply and install (2) 6'-4"x96" bronze aluminum door pairs with concealed vertical rod panic hardware

Electrical: (\$4,500)

- Add fire alarm strobes
- Add additional service outlets
- Add piping to control box for fire alarm panel
- Make changes to existing fire alarm panel to incorporate changes to existing
- Verify as necessary existing heaters for indoor use
- Add exit signs as necessary

Masonry: (\$6,500)

- Add 4" face brick veneer per Village code
- Supply and installation of new granite sills
- Supply and installation of new asphalt flashing

Fire Prevention: (\$13,000)

- Add new dry system fire sprinklers to existing patio
- Add fire extinguishers as necessary
- Make changes to existing system as necessary for added work

Parking Lot Revisions: (\$1,000)

- Re-work existing parking spaces to add handicap parking

The following items are excluded from this proposal:

- All work at existing brick piers

Respectfully submitted,

Tom Vetter
 President
 Creation Carpentry Co.
 (708) 264-7970
 tv@creationcarpentry.com

Acceptance of Contract:

Signature: _____

Date: _____

Signature: _____

Date: _____



January 28, 2022

The Whistle
7537 W. 159th Street Suite A
Tinley Park, IL

RE: Patio Remodel
Attention: Mark Mikesell

Dear Mark,

We would like to thank you for the opportunity to quote you on this project. Our pricing is based on the following information. All pricing is subject material submittal approval and good for 30 days.

Current Plans:

N. Batistich Architects, dated 5/26/21
Plan Review Corrections Email, dated 12/2/21

Lump Sum Pricing-\$122,000.00

Scope of Work:

- Obtain permits and oversee all construction activities
- Hire sub-contractors to supply and perform all outlined work per plans
- New swinging fire exit door & hardware
- Supply and installation of Chicago Bifold folding windows
- Verification of existing fire alarm system and new installation as necessary
- Re-work existing concrete curbs for handicap access and add new handicap parking lanes

We have NOT allowed for the following:

- Upgrades to existing conditions other than noted on plans & revisions

Terms:

- 50% due at signing of proposal to acquire windows and material
- Monthly billing until completion

bidding@mygbs.net
www.mygbs.net

General Building Supply
8845 W. 192nd St.
Mokena, Illinois 60448

Phone: 708.326.4100
Fax: 708.326.4101

Drywall - Insulation - Beads & Trims - FRP - Acoustical Ceilings & Grid - Metal Framing - Exterior Finish Systems
Doors - Screws & Fasteners - Tools - Fire Treated Lumber & Plywood - Access Doors

EXTERIOR WINDBREAK

THE WHISTLE SPORTS BAR & GRILL
7537 W. 159TH ST. TINLEY PARK, IL.

- EXISTING SYNTHETIC STUCCO - TO REMAIN
- EXISTING STANDING SEAM METAL ROOF, DARK BRONZE, TO REMAIN
- NEW FIBER CEMENT SIDING OVER WINDOWS- COLOR TO MATCH EXISTING SYNTHETIC STUCCO, OFF WHITE
- FULL SIZED FACE BRICK TO MATCH EXISTING COLOR BLEND
- NEW DARK BRONZE ALUMINUM FRAME WINDOWS, COLOR TO MATCH EXISTING
- NEW LIMESTONE SILLS



EXTERIOR WINDBREAK
THE WHISTLE SPORTS BAR & GRILL
7537 W 159th ST., TINLEY PARK, IL

PLAN No. NB 526-21

SHEET No.

SK1

REVISIONS

3 / 8 / 21

Permit

DATE 5 - 26 - 21

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLAN INFORMATION ON SITE. THE ARCHITECTS IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK OR BE RESPONSIBLE FOR SAME.

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY SUPERVISION AND THAT THEY COMPLY TO THE BEST OF MY KNOWLEDGE AND BELIEF WITH THE REQUIREMENTS OF THE APPLICABLE BUILDING CODES

n. batistich, architects
MEADOWBROOK OFFICE CENTER
16W475 S. FRONTAGE RD., SUITE 201
BURR RIDGE, IL 60527 (630) 966-1773
IL DESIGN FIRM LIC. NO. 184.004493

EXTERIOR WINDBREAK

THE WHISTLE SPORTS BAR AND GRILL
7537 W. 159TH ST. TINLEY PARK, IL.



EXTERIOR WINDBREAK
THE WHISTLE SPORTS BAR & GRILL
7537 W 159th ST., TINLEY PARK, IL

PLAN No. NB 526-21
SHEET No. SK1

REVISIONS
3 / 8 / 22 Permit

DATE 5 - 26 - 21

DRAWN BY:

SCALE:

APPROVED BY:

DO NOT SCALE DRAWINGS
CONTRACTOR SHALL VERIFY ALL PLAN DIMENSIONS AND SHALL IMMEDIATELY NOTIFY THE ARCHITECTS IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK OR BE RESPONSIBLE FOR SAME.

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY SUPERVISION AND THAT THEY COMPLY TO THE BEST OF MY KNOWLEDGE AND BELIEF WITH THE REQUIREMENTS OF THE APPLICABLE BUILDING CODES

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IL DESIGN FIRM LIC. NO. 184-004493





n. batistich, architects

MEADOWBROOK OFFICE CENTER

16W475 S. FRONTAGE RD., SUITE 201

BURR RIDGE, IL 60527 (630) 986-1773

IL. DESIGN FIRM LIC. NO. 184.004493

DATE MARCH 8, 2022
TO VILLAGE OF TINLEY PARK
RE THE WHISTLE SPORTS BAR AND GRILL, 7537 W. 159TH ST. TINLEY PARK, IL.

BUILDING

1. CONSTRUCTION TYPE IS SHOWN ON SHEET A1.
2. SLIDING DOORS HAVE BEEN REMOVED AND REPLACED WITH SWINGING DOORS. SEE SHEETS A1 AND A2.
3. PANIC HARDWARE HAS BEEN ADDED TO THE EXIT DOORS. SEE SHEET A2.
4. A BRICK VENEER WALL HAS BEEN INSTALLED. SEE SHEETS A1 AND A2.
5. A FOUNDATION SYSTEM HAS BEEN INSTALLED UNDER THE BRICK VENEER WALL. SEE SHEETS A1 AND A2.
6. SEE FIRE ALARM NOTE ON SHEET A1
7. SEE SPRINKLER NOTE ON SHEET A1.
8. ELECTRIC HEATER SPECIFICATIONS ARE SHOWN ON SHEET EM1.
9. OCCUPANCY COUNT IS SHOWN ON SHEET A1

ELECTRICAL

1. ELECTRICAL PLAN IS SHOWN ON SHEET EM1
2. EXISTING TELEVISION IS TO REMAIN. THERE WILL BE NO ADDITIONAL LOW VOLTAGE CONNECTIONS.
3. SEE NOTE ON SHEET EM1.
4. SEE ELECTRICAL SCHEDULE ON SHEET EM1.

FIRE PREVENTION

- 2.0. SEE SPRINKLER NOTE ON SHEET A1
- 2.30 SEE FIRE ALARM NOTE ON SHEET A1.
- 2.54 SEE FIRE EXTINGUISHER NOTE ON SHEET A1
- 3.13 PANIC HARDWARE IS SHOWN ON SHEET A2.
- 3.40 SEE ELECTRICAL SCHEDULE ON SHEET EM1
- 8.12 SEE HEATING EQUIPMENT SCHEDULE ON SHEET EM1

PLANNING

1. FACE BRICK TO MATCH THE EXISTING BRICK IS SHOWN ON SHEET A2.

EXTERIOR WINDBREAK

THE WHISTLE SPORTS BAR AND GRILL
7537 W. 159TH ST. TINLEY PARK, IL.

- LIST OF DRAWINGS
A1 FOUNDATION PLAN AND FLOOR PLAN
A2 ELEVATIONS AND WALL SECTIONS
EM1 ELECTRICAL AND HVAC PLANS

PROJECT LOCATION
7537 W. 159TH STREET, TINLEY PARK, IL.

SCOPE OF WORK
INSTALL A NEW WINDBREAK ON AN EXISTING COVERED PATIO W/ NEW WINDOWS AND DOORS

USE GROUP
GROUP A

CONSTRUCTION TYPE
2B

OCCUPANCY
ASSEMBLY UNCONCENTRATED (TABLES AND CHAIRS)
2070 SQ. FT/ 15 = 138 PEOPLE

ASSEMBLY CONCENTRATED (CHAIRS ONLY)
95 SQ. FT/ 7 = 14 PEOPLE

MERCHANDISE AREA: 1201/ SQ. FT/ 60 = 6 PEOPLE
KITCHEN: 1460 SQ. FT/ 200 = 8 PEOPLE
TOTAL OCCUPANCY = 168 PEOPLE

GENERAL NOTES

VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES WITH THE EXISTING BEFORE CONTRACTOR PROCEEDS WITH THE WORK

ALL WORK IS TO CONFORM TO THE REQUIREMENTS WITHIN CURRENT EDITIONS OF ALL LOCAL, STATE, AND FEDERAL APPLICABLE CODES ADOPTED BY THE VILLAGE OF WILLOWBROOK

EACH TRADE SHALL BE HELD RESPONSIBLE FOR KNOWLEDGE OF THE CONSTRUCTION DOCUMENTS AND ALL CODES

ALL EXISTING FLOOR AND WALL FINISHES SHALL REMAIN - NO CHANGES

EXISTING RESTAURANT SUSPENDED ACOUSTICAL CEILING SYSTEM AND LIGHTING ARE TO REMAIN - NO CHANGES

ALL EXISTING PLUMBING AND PLUMBING FIXTURES ARE ALL TO REMAIN - NO CHANGES

ALL EXISTING HVAC UNITS, DUCTWORK, DIFFUSERS, ETC. ARE ALL TO REMAIN IN THE EXISTING RESTAURANT

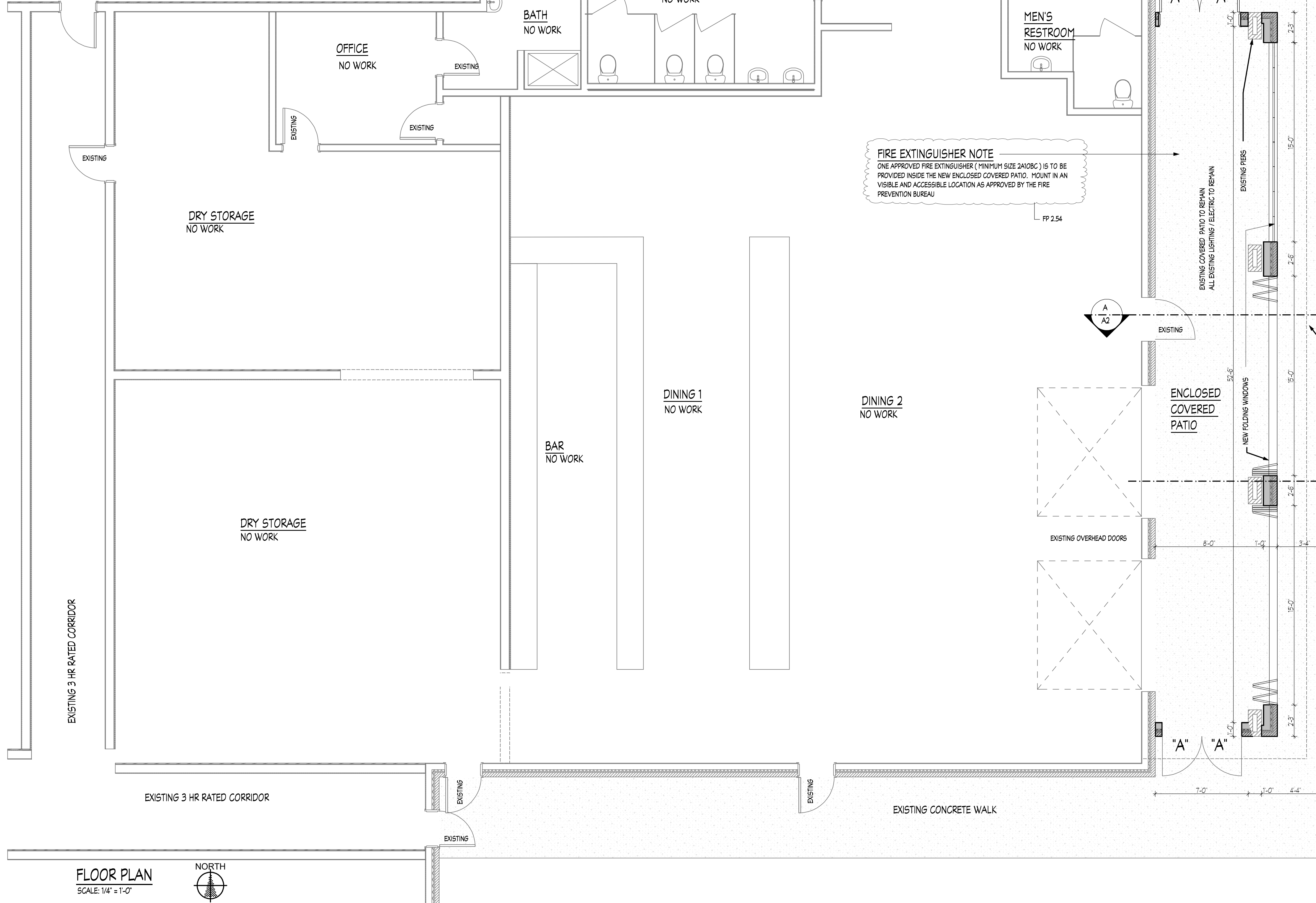
ALL EXISTING DOORS AND DOOR HARDWARE ARE TO REMAIN - NO CHANGES

SPRINKLER NOTE

ALL ROOMS AND AREAS SHALL BE ADEQUATELY PROTECTED BY THE BUILDING'S AUTOMATIC SPRINKLER SYSTEM. CONTRACTOR SHALL SUBMIT PLANS, HYDRAULIC CALCULATIONS, AND CUT SHEETS TO BOTH AGENCIES FOR REVIEW AND APPROVAL.

MODIFY THE EXISTING SYSTEM AS NECESSARY. FIRE PROTECTION PER NFPA 13

PLANS SHALL INCLUDE A COPY OF THE SPRINKLER CONTRACTOR STATE OF ILLINOIS LICENSE



FIRE EXTINGUISHER NOTE
ONE APPROVED FIRE EXTINGUISHER (MINIMUM SIZE 2A10BC) IS TO BE PROVIDED INSIDE THE NEW ENCLOSED COVERED PATIO. MOUNT IN AN VISIBLE AND ACCESSIBLE LOCATION AS APPROVED BY THE FIRE PREVENTION BUREAU

PROTECTION

MAKE SURE EXPLORATION AND PROBES THAT ARE NECESSARY TO ASCERTAIN ANY PROTECTIVE MEASURE BEFORE PROCEEDING WITH THE DEMOLITION AND REMOVAL.

PROVIDE BARRIERS, WARNING SIGNS, AND OTHER ITEMS AS REQUIRED FOR THE PROPER PROTECTION OF THE WORKMEN ENGAGED IN THE DEMOLITION OPERATION ALONG WITH THE OCCUPANTS OF THE BUILDING.

TAKE NECESSARY PRECAUTIONS TO PREVENT DUST AND DIRT FROM RISING BY WETTING THE DEMOLISHED GYPSUM BOARD AND SIMILAR DEBRIS. PROTECT UNALTERED PORTIONS OF THE EXISTING BUILDING AFFECTED BY THE OPERATIONS UNDER THIS SECTION BY DUSTPROOFING PARTITIONS AND OTHER ADEQUATE MEANS. DO NOT USE WATER WHEN IT MAY CREATE A HAZARDOUS CONDITION SUCH AS FLOODING.

DO NOT CLOSE OR OBSTRUCT CORRIDORS AND VESTIBULES WITHOUT THE AUTHORIZATION OF THE ARCHITECT AND THE OWNER. DO NOT STORE OR PLACE MATERIALS IN CORRIDORS, VESTIBULES, OR OTHER MEANS OF EGRESS. CONDUCT OPERATIONS WITH MINIMUM TRAFFIC INTERFERENCE.

COMPLY WITH THE GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTIONS.

EXISTING AREAS, CONSTRUCTION, PRODUCTS, MATERIALS, AND EQUIPMENT TO REMAIN SHALL BE PROTECTED FROM DAMAGE.

CLEAN UP

REMOVE DEBRIS AS THE WORK PROGRESSES. MAINTAIN THE PREMISES IN A NEAT AND CLEAN CONDITION.

TRANSPORT MATERIALS REMOVED FROM THE DEMOLISHED STRUCTURE AND DISPOSE OF THE MATERIALS OFF SITE.

CONCRETE NOTES

ALL CONCRETE WORK IS TO BE IN COMPLIANCE WITH A.C.I. 318.02.

ALL FOOTINGS SHALL BEAR ON SOLID, UNDISTURBED SOIL OF 3,000 P.S.F. BEARING CAPACITY. NO CONCRETE SHALL BE POURED IN EXCAVATIONS CONTAINING WATER OR SOLID GROUND.

ALL CONCRETE SHALL HAVE A MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF 3000 P.S.I. AT 28 DAYS, 3" MINIMUM SLUMP, WITH A MINIMUM OF 6 BAGS OF CEMENT PER CUBIC YARD OF CONCRETE, NOT MORE THAN 6 GALLONS OF WATER PER BAG OF CEMENT.

REINFORCING BAR MATERIAL SHALL CONFORM TO A.S.T.M. A 615, GRADE 60, WELDED WIRE FABRIC SHALL CONFORM TO A.S.T.M. A 185.

REINFORCING DESIGN AND PLACEMENT SHALL BE ACCORDING TO A.C.I. 315. PROVIDE FOUNDATION WALL CORNER BAR EQUAL IN SIZE TO HORIZONTAL REINFORCING. PROVIDE CHAIRS TO SUPPORT REINFORCING. PROVIDE A MINIMUM OF 2" COVER ON ALL REINFORCING UNLESS OTHERWISE SPECIFIED.

MISCELLANEOUS CONCRETE EXTERIOR SLABS SHALL CONTAIN 6% AIR ENTRAINMENT WITH 6 BAG MIX MINIMUM. PROVIDE EXPANSION JOINTS AT MAXIMUM INTERVALS OF 15'-0" IN EITHER DIRECTION. SAWCUT CONTROL JOINTS WITHIN 24 HOURS.

ANY STOP IN CONCRETE WORK TO BE MADE AT CENTER OF SPAN WITH BULKHEADS AND KEYWAYS. SEE PLAN.

FORMWORK DESIGN AND ERECTION SHALL CONFORM WITH THE REQUIREMENTS A.C.I. STANDARD RECOMMENDED PRACTICE FOR CONCRETE FORMWORK. FORMS SHALL CONFORM TO SHAPE, LINES, GRADES, AND DIMENSIONS AS INDICATED ON THE DRAWINGS.

SPREAD FOOTINGS SHALL BE KEPT TO RECEIVE FOUNDATION WALLS. 3" X 11/2" KEYWAY.

BUILT-UP ITEMS SUCH AS INSERTS, ANCHOR BOLTS, SLEEVES, ETC. SHALL BE COORDINATED WITH OTHER TRADES PRIOR TO PLACEMENT OF CONCRETE.

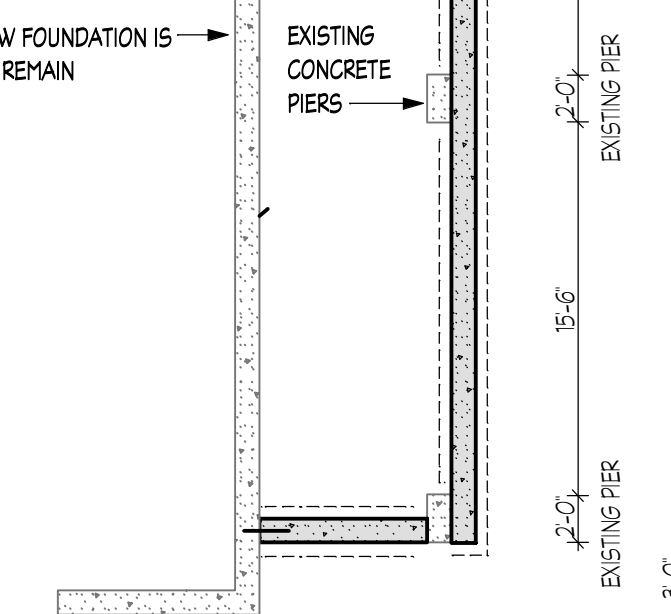
FIRE ALARM NOTE

SHOP DRAWINGS SHALL BE DRAWN BY AN AUTOMATIC FIRE ALARM CONTRACTOR LICENSED BY THE STATE OF ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATIONS OR A STATE OF ILLINOIS LICENSED ARCHITECT.

SEPARATE PERMITS ARE REQUIRED FOR ANY ALARM WORK. SHOULD FIELD WORK REQUIRE ANY ALTERATIONS, OR ANY WORK BE DISCOVERED DURING INSPECTIONS, A SEPARATE DRAWING SET AND PERMIT WILL BE REQUIRED. IF REQUIRED, THE FIRE ALARM DRAWING SHALL INDICATE THE LOCATION OF THE EXISTING DEVICES AND THE DEVICES THAT WILL BE RELOCATED OR ADDED. THE SYSTEM WOULD THEN BE TESTED AND VERIFIED FOR COMPLIANCE WITH N.F.P.A. 72 CODE REQUIREMENTS.

ALL CONDUCTORS FOR THE FIRE ALARM SYSTEM, ACCESSORIES, AND RELATED EQUIPMENT SHALL BE IN CONDUIT. THE CONDUIT FOR THE FIRE ALARM CABLE SHALL BE RED.

1'-6" LONG DOWEL RODS DRILLED AND EPOXY GROUTED INTO THE EXISTING WALL AT 12" O.C. VERTICAL SPACING (4 TOTAL) WITH 6" EMBEDMENT INTO EXISTING FOUNDATION



FOUNDATION PLAN
SCALE 1/8" = 1'-0"

n. battistich, architects
MEADOWBROOK OFFICE CENTER
16W475 S. FRONTAGE RD., SUITE 201
BURK RIDGE, IL 60527 (630) 966-1773
IL DESIGN FIRM LIC. NO. 184.004493

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY SUPERVISION AND THAT THEY COMPLY TO THE BEST OF MY KNOWLEDGE AND BELIEF WITH THE REQUIREMENTS OF THE APPLICABLE BUILDING CODES

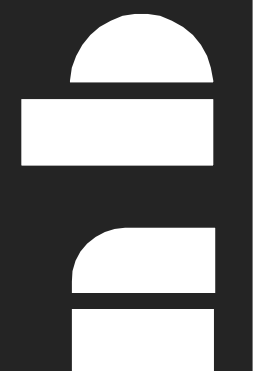


DO NOT SCALE DRAWINGS
CONTRACTOR SHALL VERIFY ALL PLAN DIMENSIONS AND CONDITIONS IN THE FIELD AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK OR BE RESPONSIBLE FOR SAME

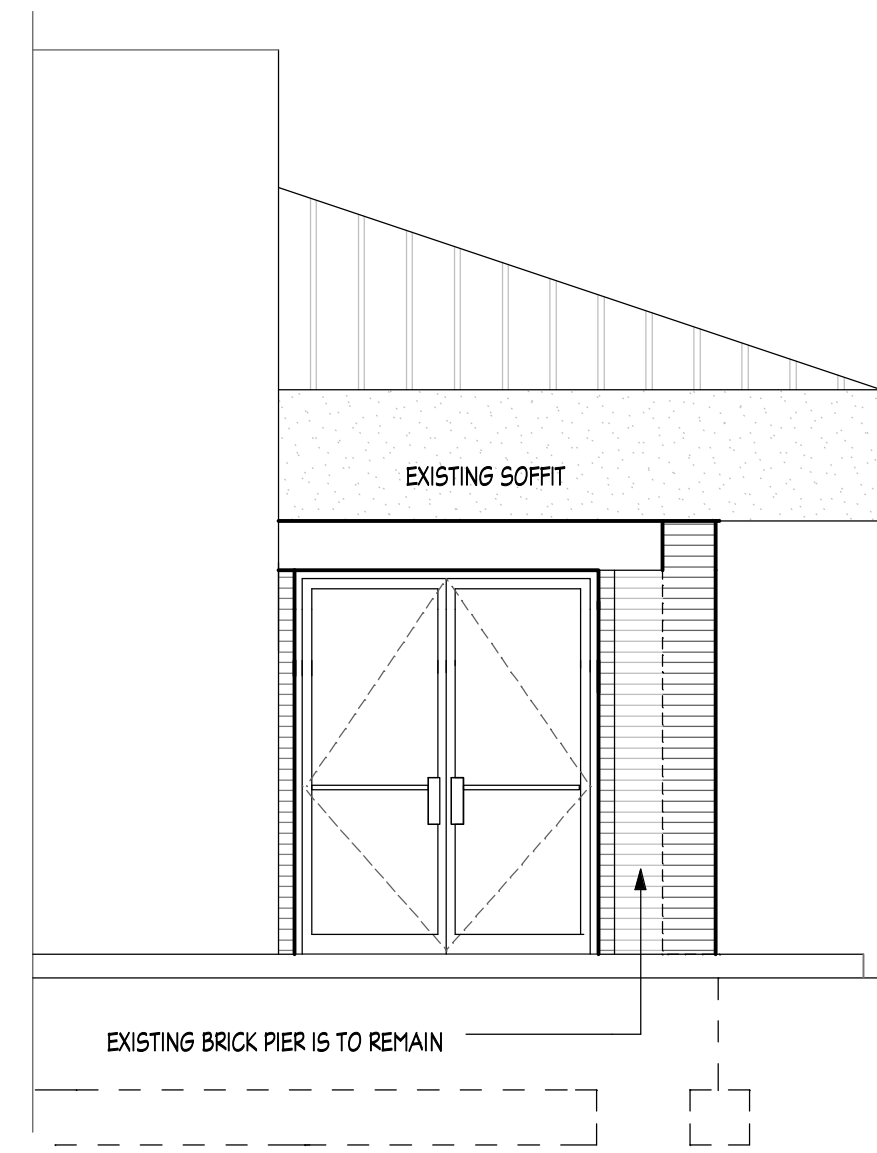
DATE: 5-26-21
REVISIONS: 3/8/22 Permit

DRAWN BY: [Signature]
SCALE:
APPROVED BY: [Signature]

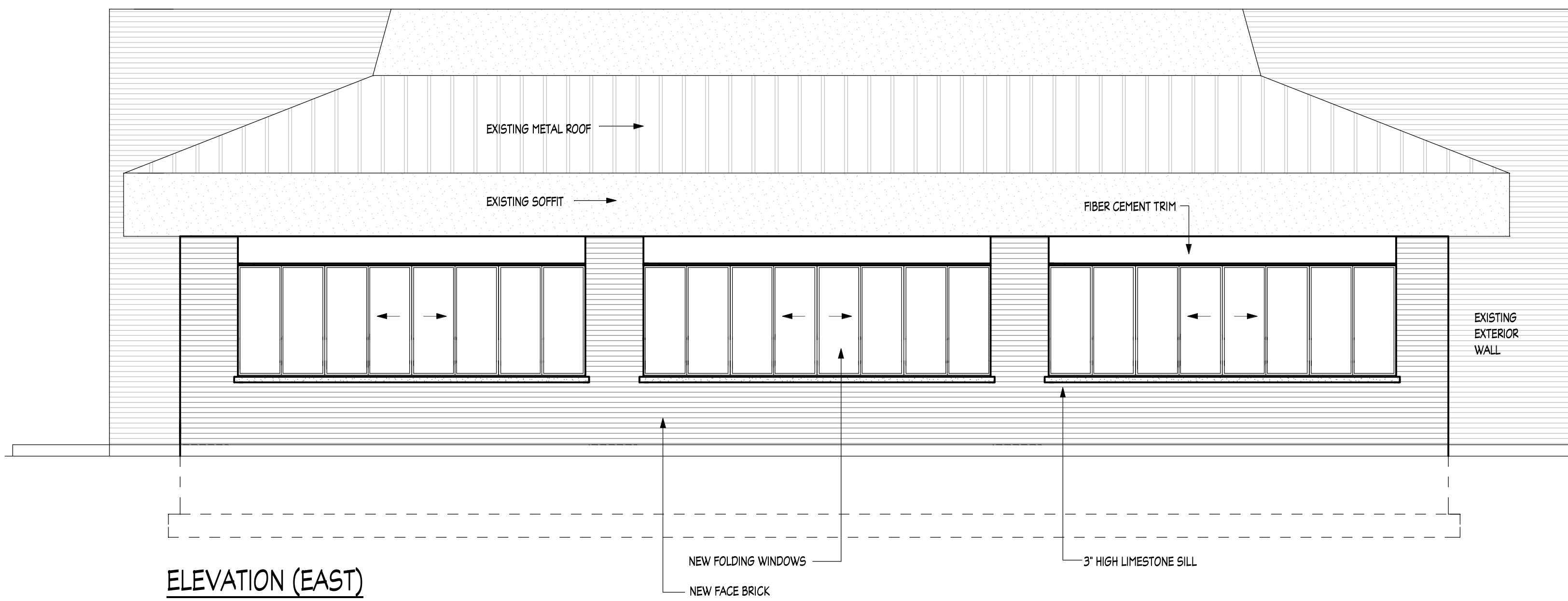
PLAN No. NB 526-21
SHEET No. A1



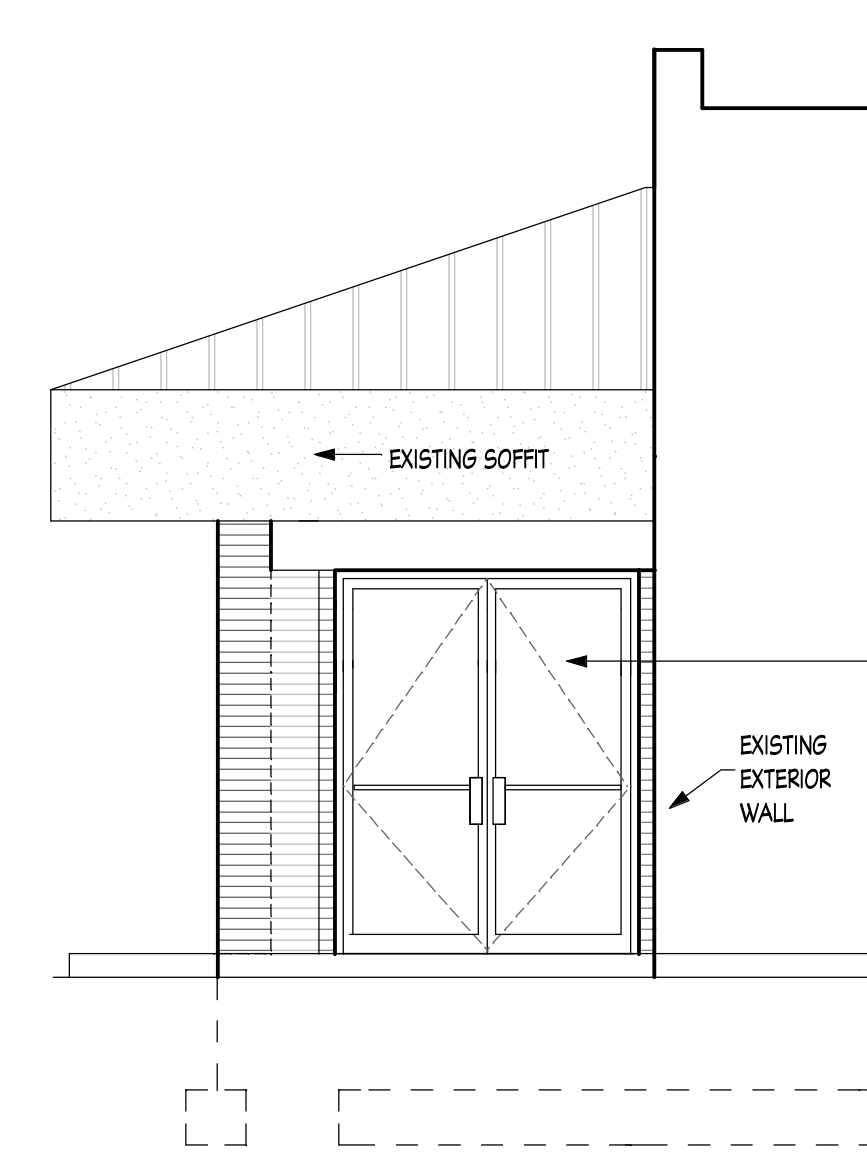
EXTERIOR WINDBREAK
THE WHISTLE SPORTS BAR & GRILL
7537 W 159th ST., TINLEY PARK, IL



ELEVATION (SOUTH)
SCALE: 1/4" = 1'-0"

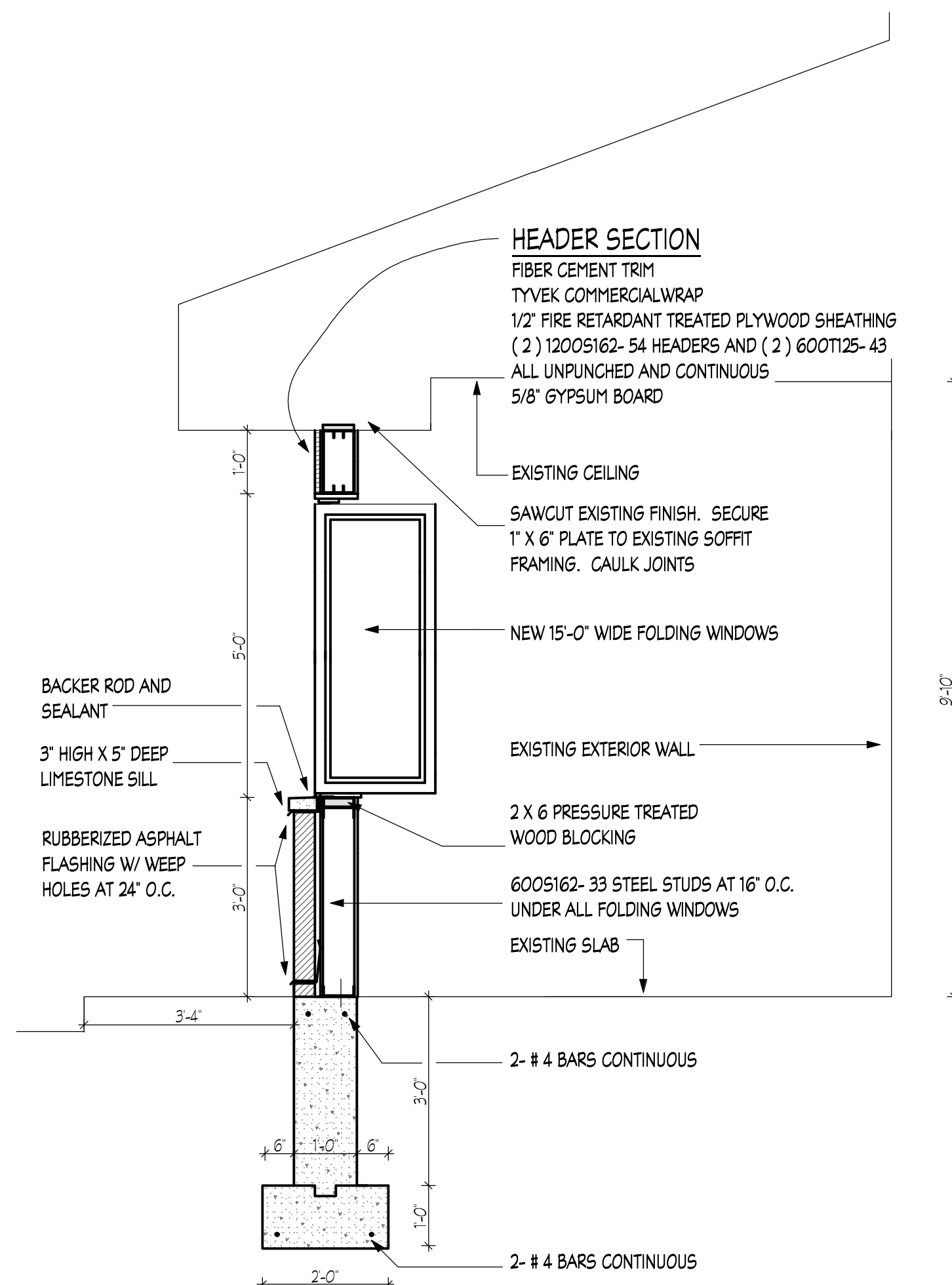


ELEVATION (EAST)
SCALE: 1/4" = 1'-0"

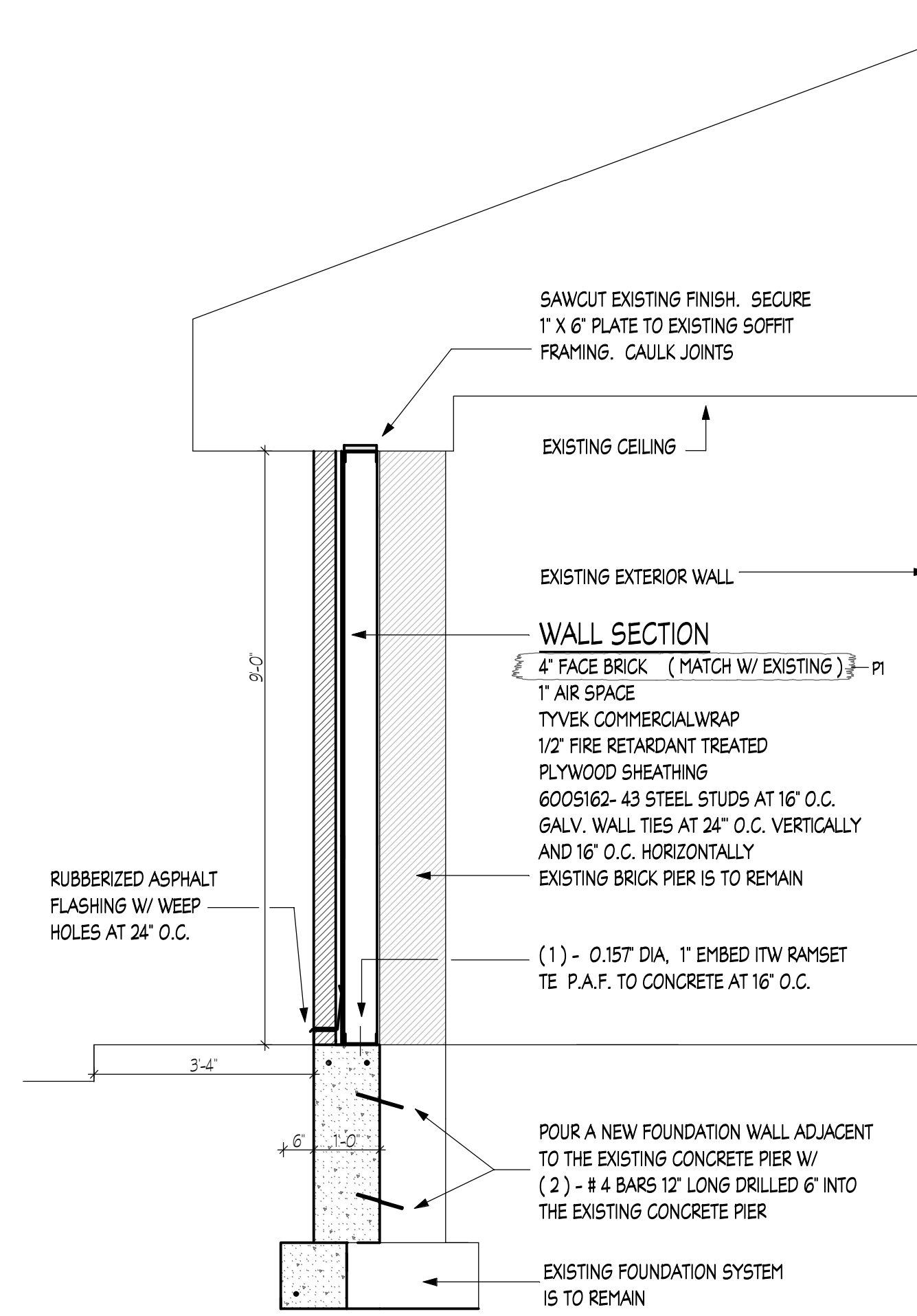


ELEVATION (NORTH)
SCALE: 1/4" = 1'-0"

3'-0" X 8'-0" ALUMINUM ENTRANCE DOORS
W/ 1/4" TEMPERED GLASS CLEAR IN AN
ALUMINUM FRAME ANODIZED TO MATCH
THE EXISTING DOORS



SECTION A
SCALE: 1/2" = 1'-0"



SECTION B
SCALE: 1/2" = 1'-0"

DOOR SCHEDULE										
MARK	QUANTITY	DOOR					FRAME		REMARKS	
		WIDTH	HEIGHT	THICKNESS	CONSTRUCTION	MATERIAL	FINISH	MATERIAL		FINISH
A	2	3'-0"	8'-0"			ALUMINUM	ANODIZED	ALUMINUM	ANODIZED	3/16" TEMPERED GLASS DOOR, TRESHOLD, WEATHERSTRIPPING, SELF CLOSER, PANIC HARDWARE

NOTES

ALL SERVICE DOORS ARE TO RECEIVE LEVER HANDLES

THERE SHALL BE NOT BE ANY LOW HANGING DOOR CLOSERS OR PROTRUSIONS INTO THE OPENING OF A DOORWAY (OPEN OR CLOSED) OR LINE OF EGRESS

ALL DOOR CLOSERS SHALL BE ADJUSTED SO THAT FROM AN OPENING POSITION OF 90 DEGREES, THE DOOR WILL TAKE AT LEAST 3 SECONDS TO MOVE TO AN OPEN POSITION OF APPROXIMATELY 12 DEGREES.

THE MAXIMUM FORCE FOR PUSHING OR PULLING AN EXTERIOR DOOR SHALL BE 8.5 lbf. AND 5 lbf. FOR INTERIOR DOORS.

CONTROL AND OPERATING MECHANISM SHALL BE OPERATED WITH ONE HAND, AND NOT REQUIRING TWISTING OF THE WRIST. THE FORCE REQUIRED TO OPERATE CONTROLS SHALL BE NO GREATER THAN 5 lbf. CONTROL AND OPERATING MECHANISM TO BE 48" A.F.F. MAXIMUM, AND 15" A.F.F. MINIMUM.

DOORS SHALL BE KEYLESS IN THE DIRECTION OF EXIT.

PROVIDE TRESHOLDS AT THE EXTERIOR AND INTERIOR DOORS WHERE CHANGES IN THE FLOOR OCCURS.

FIELD VERIFY DOOR TRESHOLD TO BE A MAXIMUM OF 1/2" IN HEIGHT. DOOR TRESHOLDS IN EXCESS OF 1/4" IN HEIGHT SHALL HAVE A 1:2 BEVEL.

THE EGRESS SIDE OF ALL EXIT DOORS ARE TO OPERATE WITHOUT THE USE OF A KEY, TOOL, SPECIAL KNOWLEDGE, OR EFFORT FOR OPERATION FROM INSIDE THE BUILDING. EGRESS DOORS SHALL BE OPERABLE WITH NO MORE THAN ONE RELAEANG OPERATION. THUMBTURN DEAD BOLTS ARE NOT PERMITTED.

FINISH HARDWARE

DOOR "A"
HARDWARE FOR THE ALUMINUM DOORS AND DOOR FRAMES SHALL BE FURNISHED BY THE ENTRANCE MANUFACTURER WHERE PRACTICAL. ALL HARDWARE FITTINGS SHALL BE INSTALLED AT THE FACTORY BEFORE SHIPMENT. PROVIDE ALL HARDWARE FOR COMPLETE INSTALLATION. THE HARDWARE IS TO HAVE THE SAME FINISH AS THE DOOR. THE ANODIZED FINISH IS TO MATCH THAT OF THE EXISTING FRAMES

HINGE: DOOR CONSTRUCTED TO RECEIVE PIVOT TYPE HINGE

CLOSER: OVERHEAD SURFACE MOUNTED DOOR CLOSER

PANIC HARDWARE

THE PANIC HARDWARE IS TO BE OF THE PUSH- PAD TYPE AND THE ACTUATING PORTION OF THE RELEASING DEVICE SHALL EXTEND AT LEAST ONE- HALF OF THE DOOR LEAF WIDTH.

THE MAXIMUM UNLATCHING FORCE SHALL NOT EXCEED 15 POUNDS

EXTERIOR WINDBREAK
THE WHISTLE SPORTS BAR & GRILL
7537 W 159th ST., TINLEY PARK, IL

PLAN No. NB 5206-21
SHEET No. A2

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLAN DIMENSIONS AND CONDITIONS ON THE JOB AND SHALL SPECIFICALLY NOTIFY THE ARCHITECTS, IN WRITING, OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK OR BE RESPONSIBLE FOR SAME.

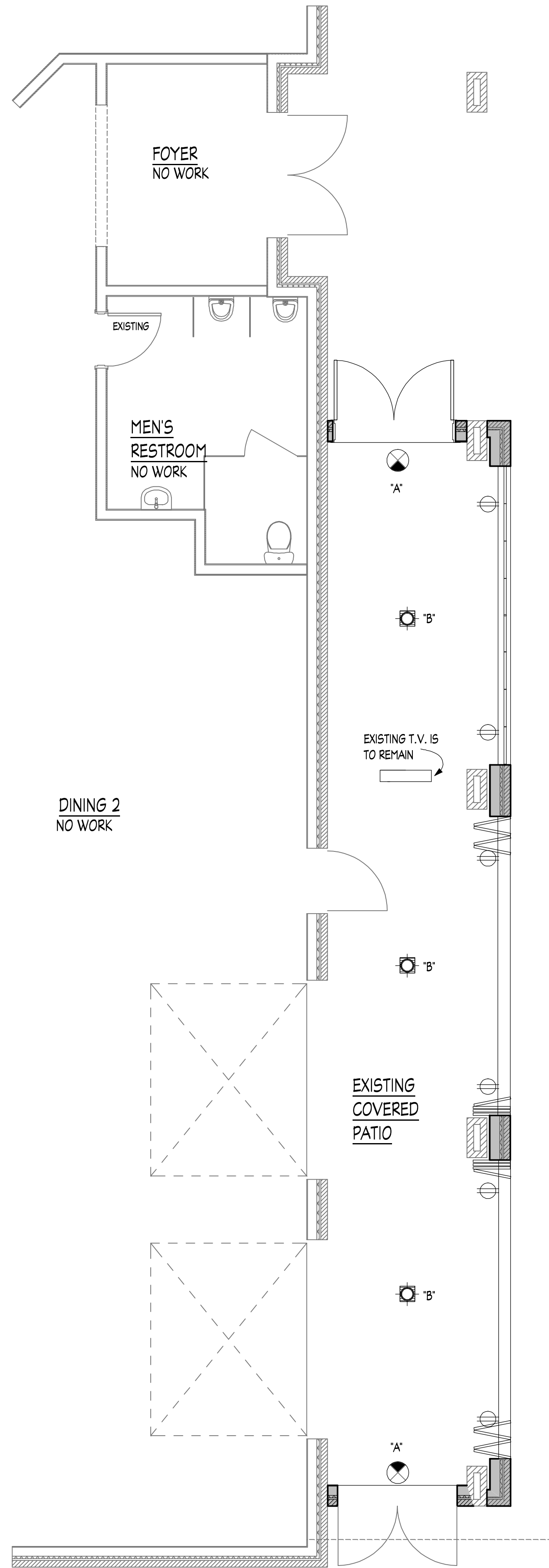
DATE: 5-26-21

REVISIONS: 3/8/22 Permit

APPROVED BY: [Signature]

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY SUPERVISION AND THAT THEY COMPLY TO THE BEST OF MY KNOWLEDGE AND BELIEF WITH THE REQUIREMENTS OF THE APPLICABLE BUILDING CODES

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IL DESIGN FIRM LIC. NO. 184.004493



ELECTRICAL PLAN
SCALE 1/4" = 1'-0"

ELECTRICAL FIXTURE SCHEDULE					
MARK	QUANTITY	MANUFACTURER	TYPE	LAMPS	REMARKS
A	2	LITHONIA	LHQ1 LED	4.3W LED	COMBINATION EMERGENCY/ EXIT LIGHT W/ TWIN LED LAMP HEADS, INTEGRATED TEST SWITCH/ PILOT LIGHT BATTERY BACKUP
B					EXISTING RECESSED LED FIXTURES ARE TO REMAIN

LEGEND

⊕ — WALL MOUNTED DUPLEX RECEPTACLE MOUNTED 1'-3" A.F.F. UNLESS OTHERWISE NOTED

EXIT SIGNS AND EMERGENCY LIGHTS

ALL EXITS SHALL BE PROPERLY IDENTIFIED BY ILLUMINATED EXIT SIGNS WITH BATTERY BACKUP CAPABILITIES. THIS SHALL BE FIELD VERIFIED BY THE ELECTRICAL AND BUILDING INSPECTORS

EMERGENCY LIGHT SYSTEMS, INCLUDING THOSE FOR THE EXIT DISCHARGES, SHALL BE DESIGNED AND INSTALLED SO THAT FAILURE OF ANY ONE INDIVIDUAL LIGHTING UNIT CANNOT LEAVE IN TOTAL DARKNESS ANY SPACE THAT REQUIRES EMERGENCY ILLUMINATION.

ALL EMERGENCY LIGHTING UNITS SHALL BE FIELD VERIFIED BY THE ELECTRICAL AND BUILDING INSPECTORS

EMERGENCY LIGHTING- PROVIDE # 10 WIRE. PROVIDE A SEPARATE CONDUIT SYSTEM. PROVIDE LOCK- ON DEVICE FOR EACH CIRCUIT BREAKER

EXIT SIGNS AND EMERGENCY LIGHTS SHALL BE DUAL VOLTAHE

ELECTRICAL NOTES

FOR ANY ELECTRICAL REVISIONS, THE MINIMUM CONDUCTOR SIZE IS TO BE NO LESS THAN NO. 12 COPPER

MINIMUM CONDUIT SIZE SHALL BE 3/4"

FITTINGS FOR RIGID CONDUIT SHALL BE GALVANIZED

MINIMUM WIRE SIZE TO BE NUMBER 12 GAUGE WITH TYPE THHN COPPER INSULATION

NOTE

ALL WIRING ABOVE GRADE SHALL BE INSTALLED IN THINWALL SHALL BE INSTALLED IN THINWALL. ELECTRIC METALLIC TUBING (EMT). ALL WIRING BELOW THE CONCRETE SLAB SHALL BE INSTALLED IN INTERMEDIATE METALLIC CONDUIT (IMC) OR GALVANIZED RIGID CONDUIT (GRC). ALL WIRING INSTALLED IN AREAS SUBJECT TO DAMAGE OR WEATHER SHALL BE INSTALLED IN IMC OR GRC.

ALL FITTINGS FOR EMT SHALL BE STEEL SET SCREW. ALL FITTINGS FOR IMC AND GRC SHALL BE THREADED OR STEEL THREADLESS (SET SCREW)

FIRE ALARM NOTE

ROUGH IN A 1800 BOX WITH 3/4" CONDUIT STUBBED INTO THE NEAREST CEILING CAVITY FOR A CONTROLLER AND FOR ALL FIRE ALARM DEVICES. ALL WIRING SHALL BE MADE BY THE ELECTRICAL CONTRACTOR. ALL ARRANGEMENTS, TIE IN PROVISIONS, AND FINAL CONNECTIONS SHALL BE MADE BY THE FIRE ALARM CONTRACTOR.

HVAC EQUIPMENT

UNIT "1": IS A "MARS" AIR CURTAIN , STD2120-30A-08-35 WITH AN UNHEATED HEATING OPTION 10'-0" LONG X 11" HIGH

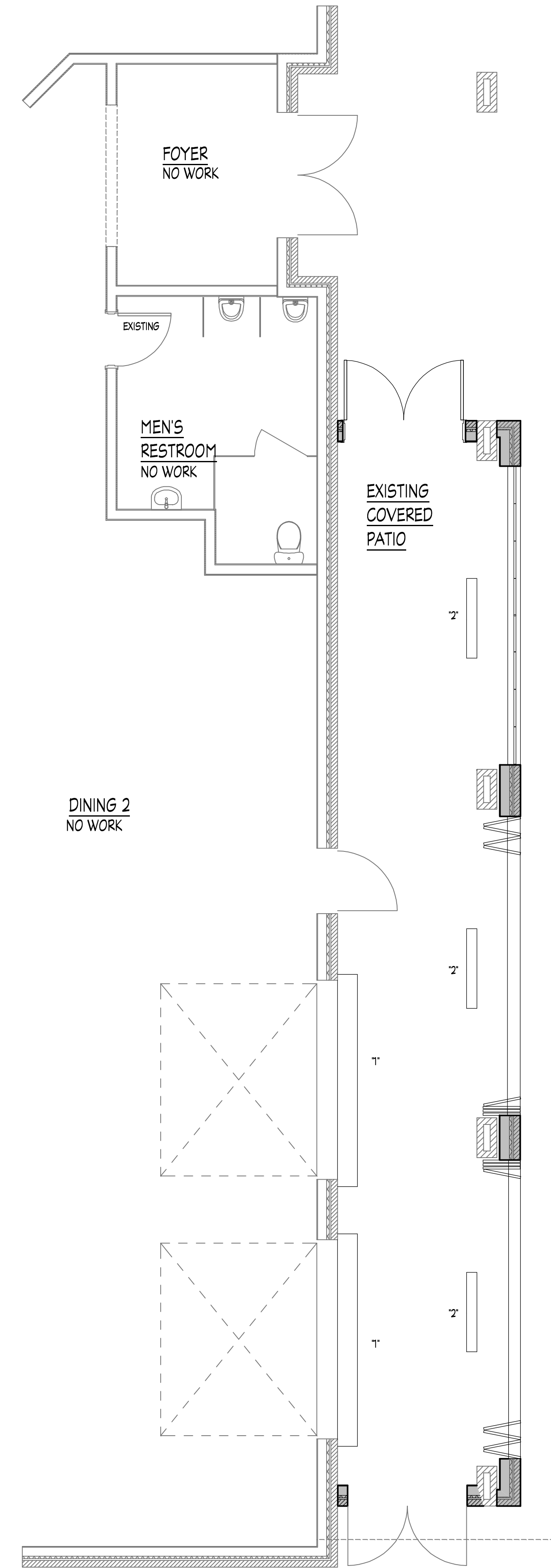
UNIT "2": IS A "SOLAIRA" HIGH PERFORMANCE INTERIOR/ EXTERIOR RADIANT INFRARED HEATERS ALPHA H2 MODEL

HVAC NOTES

ALL EXISTING HVAC EQUIPMENT ARE TO REMAIN. NO CHANGES

ADDED SHEET

EA EB EC ED



HVAC PLAN
SCALE 1/4" = 1'-0"

EXTERIOR WINDBREAK
THE WHISTLE SPORTS BAR & GRILL
7537 W 159th ST., TINLEY PARK, IL



REVISIONS
3/8/22 Permit

DATE
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Redevelopment Grant

Application Form

A. Applicant Information

If Applicant is not the owner of the subject property, the owner must sign this application (below) signifying they are aware of the improvements proposed as part of this grant application.

Name: MARK T. M. Kroll
 Mailing Address: 7577 West 155th St Suite B
 City, State, Zip: Tinley Park, IL 60477
 Phone Number: 708-904-4550
 Fax Number: _____
 Email Address: MARK@WhistleSportsBar.com

B. Property Information

Property Owner(s): Bremontown Mini-mall LLC.
 Mailing Address: PO Box 2551
 City, State Zip: Oakland Park, IL 60462
 Property Address: _____
 Permanent Index No. (PINs): 27-24-200-004-0000
 Existing land use: _____
 Zoning District: _____
 Lot dimensions and area: _____

C. Application Information

Description of proposed project (use additional sheets or attach a Project Narrative if necessary):

Exterior Windbreak

Is the applicant a for-profit entity? Yes No

*If the answer is no, the applicant is ineligible to apply.

What is the total dollar amount being requested? 35,000

Please outline what the grant funds will be used for along with a breakdown of those costs. If additional space is required, please provide a separate attachment.

Use	Amount Requested
<u>See Bid that was sent</u>	

Is the applicant aware of any Variances required from the terms of the Zoning Ordinances? Yes No



Redevelopment Grant

If yes, explain (note that a separate Variation application will be required to be submitted:

Is the applicant aware of any Village Code deficiencies of the property or structure? Yes No

If yes, explain:

The Applicant certifies that all of the above statements and other information submitted as part of this application are true and correct to the best of his or her knowledge.

Signature of Applicant

4-4-2022

Date

By signing below, the owner of the property, (if not the Applicant) is aware of the Applicant's proposed improvements and approves of the Applicant's request for funding under the Village of Tinley Park's Redevelopment Grant Program.

of Owner

6-1-2022

Date

Application Requirements

A complete application for approval consists of the following items submitted in a comprehensive package:

- Completed and signed application
- Written project narrative describing the general nature of the project
- Two quotes from a licensed contractor for eligible expenditures
- Proposed plans may be required upon staff review of application
- Business Plan (if start up)

An application will not be accepted or processed until all of the items above have been submitted. If applications exceed the Village's funding budget, an application will not be considered complete until all items have been submitted.



Interoffice Memo

Date: June 15, 2022

To: Pat Carr – Village Manager
Hannah Lipman – Asst. Village Manager
John Urbanski, Public Works Director

From: Arlan Schattke, PE – Village Engineer

Subject: Contract Award – 2022 Pavement Marking Program

Prepared for the Committee of the Whole and Village Board Meeting for consideration and possible action.

Description: This work consists of furnishing and installing paint, and modified urethane pavement markings as well as grooving for the pavement markings at various locations throughout the Village.

Five (5) bids were received and publicly read on June 15, 2022. The Village Clerk and Village Engineer were present at the bid opening. The bid results are below and the bid tabulation is attached. The lowest, responsible bidder is Traffic Control Company in the amount of \$182,544.78.

<u>Contractor</u>	<u>Location</u>	<u>Base Bid Total</u>
Traffic Control Company	South Holland, IL	\$182,544.78
Superior Road Striping	Melrose Park, IL	\$237,572.05
Precision Pavement Markings	Pingree Grove, IL	\$243,002.50
Maintenance Coatings Co	South Elgin, IL	\$269,047.75
Roadsafe Traffic Systems	Romeoville, IL	\$533,927.80
Engineer's Estimate		\$216,857.31

Staff has reviewed and verified the bids and recommends award of the project with the option of two (2) one-year renewals for a potential three (3) year service contract with an annual increase of 3% or 100% of the annual change in Consumer Price Index (CPI-U) for the proceeding calendar year to the low qualified bidder, Traffic Control Company. Traffic Control Company is pre-qualified through IDOT for the work required as part of this contract, employ union workers, and met the bid proposal requirements. Traffic Control Company has completed the Village's Pavement Marking Program in the past with satisfactory work.

Budget / Finance: Funding is budgeted for in the FY23 General Fund Budget (01-26-023-75802).

Budget Available:	\$250,000.00	
Lowest Responsible Bidder:	\$182,544.78	
Contingency Amount:	<u>\$67,455.22</u>	
Difference:	\$0.00	On Budget

Staff Direction Request:

1. Approve low bid and award the project to STF LLC d/b/a Traffic Control Company in the amount of \$182,544.78 plus \$67,455.22 contingency amount. Total contract amount not to exceed \$250,000.00.
2. Direct Staff as necessary.

Attachment:

1. Bid Tab dated June 15, 2022.

2022 Pavement Marking Program
 Owner: Village of Tinley Park
 Solicitor: Tinley Park IL, Village of
 6/15/2022 10:00 AM CDT



LOW BID

Line Item	Item Description	UofM	Quantity	Engineer Estimate		Traffic Control Company		Superior Road Striping		Precision Pavement Markings		Mainenance Coatings Co		Roadsafe Traffic Systems	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Paint Pavement Marking - Line 4"	FOOT	67,150.0	\$ 0.25	\$16,787.50	\$0.24	\$16,116.00	\$ 0.20	\$13,430.00	\$ 0.55	\$36,932.50	\$ 0.35	\$23,502.50	\$ 0.80	\$53,720.00
2	Paint Pavement Marking - Line 6"	FOOT	9,022.0	\$0.58	\$5,232.76	\$0.55	\$4,962.10	\$ 0.95	\$8,570.90	\$ 0.75	\$6,766.50	\$ 0.65	\$5,864.30	\$ 2.40	\$21,652.80
3	Paint Pavement Marking - Line 12"	FOOT	4,391.0	\$1.38	\$6,059.58	\$1.25	\$5,488.75	\$ 2.00	\$8,782.00	\$ 1.15	\$5,049.65	\$ 1.50	\$6,586.50	\$ 4.80	\$21,076.80
4	Paint Pavement Marking - Line 24"	FOOT	2,049.0	\$2.76	\$5,655.24	\$2.50	\$5,122.50	\$ 3.45	\$7,069.05	\$ 3.00	\$6,147.00	\$ 3.00	\$6,147.00	\$ 9.60	\$19,670.40
5	Paint Pavement Marking - Letters And Symbols	SQ FT	3,438.0	\$2.76	\$9,488.88	\$2.50	\$8,595.00	\$ 3.50	\$12,033.00	\$ 3.00	\$10,314.00	\$ 3.00	\$10,314.00	\$ 9.60	\$33,004.80
6	Modified Urethane Pavement Marking - Letters And Symbols	SQ FT	2,245.0	\$6.75	\$15,153.75	\$5.75	\$12,908.75	\$ 7.00	\$15,715.00	\$ 7.00	\$15,715.00	\$ 5.25	\$11,786.25	\$ 20.00	\$44,900.00
7	Modified Urethane Pavement Marking - Line 4"	FOOT	82,015.0	\$0.68	\$55,770.20	\$0.55	\$45,108.25	\$ 0.85	\$69,712.75	\$ 0.75	\$61,511.25	\$ 0.95	\$77,914.25	\$ 1.50	\$123,022.50
8	Modified Urethane Pavement Marking - Line 6"	FOOT	7,011.0	\$1.35	\$9,464.85	\$1.44	\$10,095.84	\$ 1.25	\$8,763.75	\$ 0.95	\$6,660.45	\$ 1.40	\$9,815.40	\$ 5.00	\$35,055.00
9	Modified Urethane Pavement Marking - Line 12"	FOOT	3,978.0	\$2.70	\$10,740.60	\$2.88	\$11,456.64	\$ 3.00	\$11,934.00	\$ 1.65	\$6,563.70	\$ 2.60	\$10,342.80	\$ 10.00	\$39,780.00
10	Modified Urethane Pavement Marking - Line 24"	FOOT	1,898.0	\$5.40	\$10,249.20	\$5.75	\$10,913.50	\$ 7.00	\$13,286.00	\$ 7.00	\$13,286.00	\$ 5.25	\$9,964.50	\$ 20.00	\$37,960.00
11	Grooving For Recessed Pavement Marking, Letters And Symbols	SQ FT	2,245.0	\$2.75	\$6,173.75	\$3.00	\$6,735.00	\$ 7.00	\$15,715.00	\$ 2.95	\$6,622.75	\$ 10.25	\$23,011.25	\$ 8.00	\$17,960.00
12	Grooving For Recessed Pavement Marking 5"	FOOT	82,015.0	\$0.60	\$49,209.00	\$0.36	\$29,525.40	\$ 0.40	\$32,806.00	\$ 0.58	\$47,568.70	\$ 0.55	\$45,108.25	\$ 0.50	\$41,007.50
13	Grooving For Recessed Pavement Marking 7"	FOOT	7,011.0	\$0.80	\$5,608.80	\$0.55	\$3,856.05	\$ 0.60	\$4,206.60	\$ 0.90	\$6,309.90	\$ 0.75	\$5,258.25	\$ 2.00	\$14,022.00
14	Grooving For Recessed Pavement Marking 13"	FOOT	3,978.0	\$1.40	\$5,569.20	\$1.50	\$5,967.00	\$ 2.00	\$7,956.00	\$ 2.00	\$7,956.00	\$ 1.00	\$3,978.00	\$ 4.00	\$15,912.00
15	Grooving For Recessed Pavement Marking 25"	FOOT	1,898.0	\$3.00	\$5,694.00	\$3.00	\$5,694.00	\$ 4.00	\$7,592.00	\$ 2.95	\$5,599.10	\$ 10.25	\$19,454.50	\$ 8.00	\$15,184.00

As Read Total:															
Corrected Total:					\$216,857.31		\$182,544.78		\$237,572.05		\$243,002.50		\$269,047.75		\$533,927.80
							\$182,544.78		\$237,572.05		\$243,002.50		\$269,047.75		\$533,927.80



Interoffice Memo

Date: June 16, 2022

To: John Urbanski, Public Works Director

From: Joe Fitzpatrick, Water & Sewer Superintendent

Subject: Emergency 24" Water Main Repair

Presented for Committee of Whole and Village Board consideration and action.

Description: Slip line existing 24" ductile iron water main using 20" high density polyethylene (HDPE) pipe, relocate existing fire hydrant, and installation of two new 24" valves.

Background: During the annual leak survey of water distribution system, a leak was found on the 24" water main which runs parallel to 183rd Street from Tralee Trail headed west. Due to the pipe size, depth, and location of the water main, we contacted Airy's Inc. on an emergency basis to repair the leak. While prepping the pipe to install the repair clamp, the pipe was found to be in extremely poor condition. The section of water main is still isolated due to the risk of other catastrophic failures. It has been determined the most effective and expeditious repair is to pull a 20" HDPE pipe through the existing 24" ductile pipe.

Considering the urgency of the repair, rather than using the formal bid process, five contractors were contacted to submit quotes to perform the work. Two contractors preferred not to submit quotes, the remaining three contractors offered the following quotes:

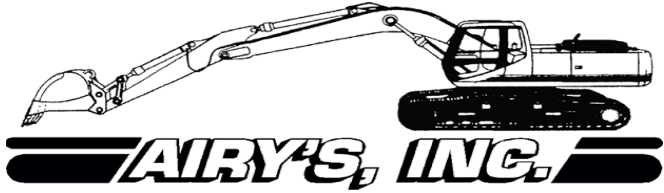
<u>Contractor:</u>	<u>Location:</u>	<u>Quote:</u>
Airy's Inc.	Joliet, IL	\$371,835.00
Austin Tyler Construction	Elwood, IL	\$466,605.00
Benchmark Construction	Bartlett, IL	\$578,000.00

Budget/Finance: Funding in the amount of \$371,835.00 is available for use through the recently procured bond and was previously discussed with the Village Administration

Staff Direction Request: Approve awarding an emergency contract to Airy's Inc. in the amount of \$371,835.00. This item was discussed at the Committee of the Whole meeting that was held before this meeting.

Attachments:

- 1) Contractor Estimates
- 2) Engineer's Letter of Recommendation
- 3) Location Map



PROJECT PROPOSAL & CONTRACT

**21825 Cherry Hill Road, Joliet, IL 60433
(708) 429-0660 www.airys.com (708) 429-0795**

To:
Mr. Joe Fitzpatrick
Village of Tinley Park
16250 S. Oak Park Ave.
Tinley Park, IL 60477

Date: 4/28/2022
Job Number: E22-155
Job Name/Location: 24" Water Main Break Repair
183rd and 8100 W
Tinley Park, IL

Phone: 708.444.5535
Fax/e-mail: jfitzpatrick@tinleypark.org

We hereby submit specifications and estimates per plans dated: None

	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXT</u>
10 Slip line existing 24" Water Main w/ 20" DIPS HDPE	1	LS	\$282,800.00	\$282,800.00
Includes:				
- Approximately 1,400' of new 20" DIPS DR17 HDPE (Pressure Rating 125psi)				
- OSHA Compliant Excavations and Shoring				
- Connection of new 20" HDPE to existing 24" WM				
- Testing and Chlorination of new section of Water Main				
20 Relocate Fire Hydrant and Valve from East End	1	LS	\$15,275.00	\$15,275.00
30 24" Butterfly Valve, 72" Valve Vault w/ F&C	2	EA	\$31,880.00	\$63,760.00
40 Restoration	1	LS	\$10,000.00	\$10,000.00
			TOTAL BASE BID	\$371,835.00

Notes: - Grouting of any annular space is excluded.

The referenced amount reflects our Lump Sum bid for the referenced project

The following considerations are made as part of the bid and contract documents

- No permits, bonds, taxes, licenses, or fees
- Airy's and their subcontractors to be held harmless from utility construction in any areas requiring permit(s)/easements for construction.
- No filling existing structures
- No excavation of unsuitable rock or soils
- Downtime for unsuitable material, rock, etc. not included.
- On site and Off site restoration by others
- Staking & layout by others
- Exploratory excavation for utilities limited to those areas noted and scaled from plan
- Not responsible for re-routing/reconnection due to the confliction of utilities at crossings whether shown or not.
- Not responsible for determination of design crossing conflictions.
- Televising of existing or proposed sewers is not included unless expressly mentioned in this proposal.
- Vacuum testing of structures is not included unless expressly mentioned in this proposal.
- Contaminated groundwater/storm water handling or disposal is not included.

- Not responsible for the Excavation, Handling, Hauling, or Disposal of any contaminated soils. Airy's may work in other areas, or suspend construction until such material is removed or cleaned.
- Disposal of unsuitable materials not included.
- Owner to allow for the extension of time to the project in the event of revisions, additions, or the changes in the scope of the project without adverse effects to Airy's or their subcontractors.
- In the event soil erosion is provided in a bid line, we will provide the initial installation. Further maintenance is to be provided by others.
- All spoil left on site at trench side. Approx.. Cy
- All services to terminate at property line.
- Dewatering is excluded.
- Rock excavation is excluded.
- Traffic control by others.
- Tree removal/trimming by others.
- The excavation through unsuitable soil is excluded.
- All pavement or curb sawing, removal, and disposal is excluded.
- Not responsible for damage to privately owned utility lines. Locating will be responsibility of the property owner.
- Average sanitary manhole depths are calculated at 0.0' , added manholes that vary in depth may require a change in unit price.
- Average storm manhole depths are calculated at 0.0' , added manholes that vary in depth may require a change in unit price.
- All water main depths are calculated with 5,0' cover, added depths may require a change in unit price.
- This Proposal is based on 2022 Labor Rates.

In the event another contract format is used, these pages shall be considered as an exhibit.

We propose to furnish material and labor - complete in accordance with the plans and specifications listed above:

This exhibit is for the sole purpose of determining value of installed utilities for the monthly payments and to determine the price of additions or deletions from the plans and specifications. It is agreed and understood by the parties hereto that all utilities covered under this contract shall be installed per plans and specifications as listed above for the completed price of:

Three hundred seventy-one thousand eight hundred thirty-five and no/100-----	Dollars	\$371,835.00
---	----------------	---------------------

Payment to be made monthly as work progresses, as billed, per units installed, no retention.

Net amount due by 10th of the month following month in which work was performed.

Should any other contract document be used, this form shall be considered an exhibit to the contract.

Should discrepancies between drawings, specs, and/or contract occur, scope of work noted in this document to supersede. All work to be in compliance with the Standard Specifications for Water and Sewer Main Construction in Illinois.

Any alteration or deviation from specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the contract amount. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

This proposal may be withdrawn by us if not accepted within 5 days due to the volatility of materials at this time.

Airy's Authorized Signature _____

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. **Payment will be made as outlined above.** All fees for collection including, but not limited to court costs, arbitrator fees, and attorney fees are the sole responsibility of the customer.

Signature _____

Date of Acceptance _____

Signature _____

Austin Tyler Construction, INC.

May 24, 2022

Alex Schaefer

Christopher B Burke Engineering, Ltd

16221 W 159th Street

Lockport, IL 60441

Phone: 815-770-2850

Fax: 815-770-2855

aschaefer@cbbel.com

Re: Tinley Park - Emergency 24in Watermain Repair

We propose to furnish all necessary labor, material, and equipment to install the following :

Scope of Work	Quantity	Unit	Total
Emergency repair of existing 24" Watermain at 183rd Street using 20" HDPE Pipe pulled inside of the existing 24" DIP watermain. Testing, chlorination, restoration mobilization, splicing, hydrant removal & replacement, 24" Butterfly valves & vaults fusing, traffic control and incidentals included in proposal pricing.	1	LS	\$466,605.00
TOTAL:			\$466,605.00

CLARIFICATIONS:

Pricing included for work being performed at 183rd Street & approximately 80th Ave in Tinley Park for emergency repair.

Permits, bond, survey & layout, material testing, not included.

Austin Tyler is not responsible for damage to existing utilities not located by JULIE.

Rock excavation is not included. Undercuts (if necessary) along trench length is not included.

Removal of any underground obstructions encountered is not included. Removal of any above ground amenities as noted on the plans by others.

Sales taxes are NOT included.

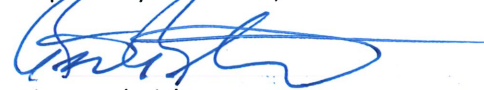
All work to be performed in 1 mobilization.

Pricing is based on the assumption that a 20" HDPE pipe can be pulled thru an existing 24" DIP pipe.

Pricing is budetary in nature. Should unforeseen conditions arise which cause additional cost, the Contractor will request reimbursement on T&M.

Due to the volatility in the current market, pricing is valid for 30 days from the date on the proposal. Pricing subject to change after 30 days.

Respectfully submitted,



Brian Broderick

Estimator / Project Manager

Austin Tyler Construction

BENCHMARK construction

EXPERT | AWARD-WINNING | DESIGN

May 31, 2022

Mr. Alex Shaefer
Project Manager
Chris Burke Engineering
16221 W 159th St
Lockport, IL 60441

Re: Tinley Park 24" Water Main Break

Dear Mr. Schaefer:

We have reviewed your request to repair the existing 24" water main break near 183rd St in Tinley Park. Benchmark offers a lump sum price of \$578,000 to perform the work as described. Our proposal includes the following:

- Approximately 1500 LF of IPS DR 11 HDPE pipe. All labor and equipment necessary to fuse and install pipe within existing 24" DIP. Reducers and adapters required to connect HDPE to existing DIP.
- 2 EA 24" butterfly valves, basins, and castings. All labor and equipment to install.
- Pressure testing and chlorination of new 20" piping.
- Traffic control for work along 183rd St on the east end of the job. We believe it will be necessary to construct the launch pit on the west end of the job, immediately to the east of the parking lot. We have included a nominal amount for clearing of this area. We will need access through the parking lot for unloading and staging of materials.
- Current lead times on the required materials are being quoted as 16 weeks.

Please contact me with any questions.

Sincerely,



Mark Atkins Jr,
General Manager

Benchmark Construction Inc.

Tel 630.497.1700
Fax 630.497.1737

Suburban Office
2260 Southwind Blvd.
Bartlett, IL 60103

City Office
3349 S Kedzie Ave.
Chicago, IL 60623
Tel 773.247.0881

www.benchmarkconstruciton.net



MEMORANDUM

June 3, 2022

TO: Joe Fitzpatrick – Village of Tinley Park

FROM: Kevin Baldwin, PE
John Caruso, PE

SUBJECT: Water Distribution System Modeling Analysis for the 24" Main Break – Tinley Park, IL
(CBBEL Project No. 16-0373)

This memorandum summarizes the water distribution system modeling simulation of the recent 24" water main break located within a wetland area north of 183rd St and west of 80th Ave. in Tinley Park, IL. The objective of these 'snapshot' views of the water model is to present the calculated fire flows / pressures / pipe flows and velocities of the water distribution system and to aid in the decision process for the replacement of the water main.

The WaterGEMS water model for the overall water system for Tinley Park includes the following:

- Water main alignments and sizes of the existing conditions and proposed improvements;
- Water demand information inputted into system nodes;
- Ground elevations of water system junction nodes;
- Calibration procedures completed (previously done);
- Existing and Proposed fire hydrant locations in the area.

Existing Conditions

Known existing conditions of the Tinley Park water system are as follows:

- 1 Pressure Zone
- 1 Elevated Tank (Post 11)
- 2 Pumping facilities (Posts 1 & 2) – Assuming Pumps #1 & #2 ON at each station => 15,000 GPM (21.6 MGD)
- Average Daily Demand: 8.42 MGD
- Maximum Daily Demand: 14.78 MGD (1.75 x ADD)

Exhibits D-1, D-2, & D-3 show the existing system conditions if the 24" main was still active in the system as reference.

- Exhibit D-1 is showing the current water system with no improvements added.
- Exhibit D-2 shows the proposed development improvements along LaGrange Road and the Warmke Development South of 179th Street and West of Golden Pheasant.
- Exhibit D-3 Shows the proposed development improvements along with the addition of the proposed western pressure zone (boundary shown in light blue).

Exhibit List of Proposed Considerations

24" main 'removed' from the model to simulate being shut off

- D-4: No proposed developments + 1 pressure zone
- D-5: Proposed developments added + 1 pressure zone
- D-6: Proposed developments + 2 pressure zones

New 20" HDPE main installed along the alignment of existing 24"

- D-7: No proposed developments + 1 pressure zone
- D-8: Proposed developments added + 1 pressure zone



- D-9: Proposed developments + 2 pressure zones

New 24" main installed on 183rd Street south of the wetland area

- D-10: No proposed developments + 1 pressure zone
- D-11: Proposed developments added + 1 pressure zone
- D-12: Proposed developments + 2 pressure zones

The attached summary table show the calculated pipe flows between the different versions.

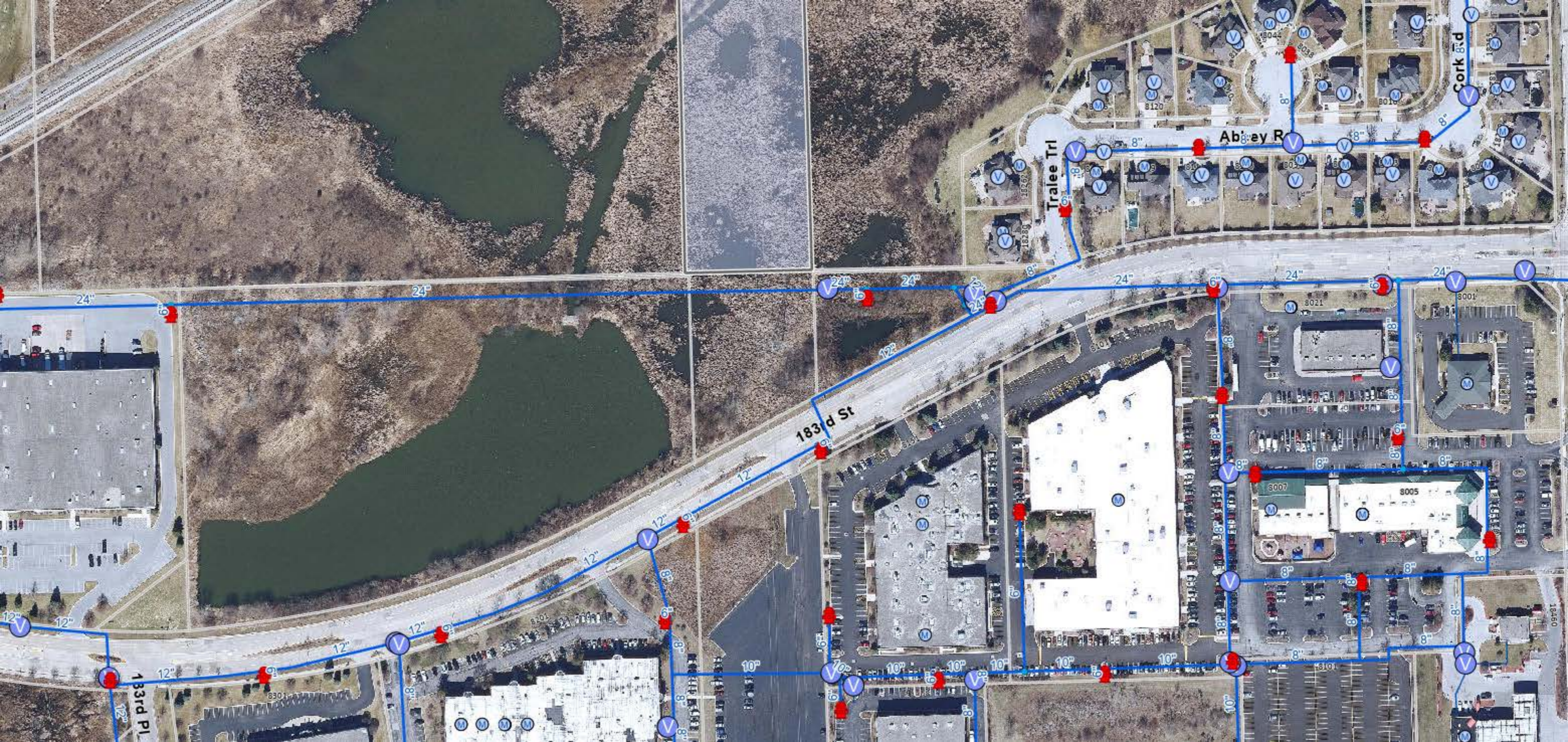
Observations & Recommendations

- The calculated static pressures and available fire flows within the main break area are similar throughout the attached exhibits. These calculated numbers have been removed for clarity to show the pipe flows.
- The priority discussion is focused on the pipe flows and velocities of this water main section. The existing one pressure zone condition calculates approximately 1,300 gallons per minute (GPM) flowing from east to west heading towards Post 11 Tower. With the 24" turned off in the model to simulate the break (Exhibits D-4 & D-5), the flow is diverting south to the existing 12" mains within the system to accommodate the existing closed path.
- With this 24" main closed, more stress is placed on to the existing 12" Pipe on 183rd just east of the railroad tracks due to the higher-than-normal flows and velocities. From this determination, it is recommended to replace the 24" broken main in kind and NOT remain out of service.
- As shown in the comparison summary table of pipe flows, the two options of either a new 20" HDPE main located in the existing alignment or a new 24" ductile iron main along 183rd St. south of the wetland are very similar in terms of hydraulics of the water system.
- From a hydraulics perspective, either of the proposed replacement choices 20" HDPE in wetland or 24" DIP in 183rd Street are comparable to the existing 24" water main and provide similar hydraulic reactions within the water distribution system.
- CBBEL does not recommend the 'do nothing' approach by leaving the 24" line isolated (shut off) and based on the proposal for the 20" HDPE slipline and opinion of probable construction cost of the 24" replacement main in the 183rd Street ROW, CBBEL recommends the 20" HDPE be installed by the slipline method.

KWB/kwb

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Interoffice Memo

Date: June 13, 2022

To: Pat Carr – Village Manager
Hannah Lipman – Assistant Village Manager
John Urbanski – Public Works Director

From: Arlan Schattke, PE – Village Engineer

Subject: General Design and Construction Engineering Services – Christopher B. Burke Engineering, Ltd.

Prepared for Committee of the Whole and Village Board Meeting for consideration and possible action.

Description: Christopher B. Burke Engineering, Ltd. (CBBEL) provides the Village various Engineering services. The previous service agreement with CBBEL was antiquated with outdated rates and an update was needed. CBBEL has provided great service and continually exceeds expectations. The agreement includes annual rate terms through 4/30/2025. See Exhibit B for additional information.

Staff Direction Request:

1. Approve the General Design and Construction Engineering Services Agreement between the Village and Christopher B. Burke Engineering, Ltd.
2. Direct Staff as necessary.

Attachments:

1. Christopher B. Burke Engineering, Ltd Service Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this __21st__ day of __June__, 2022 ("Effective Date"), between the Village of Tinley Park, Illinois "(Village)", located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Christopher B. Burke Engineering, Ltd. ("Consultant"), collectively the "Parties" for the following project:

I. Services

A. Consultant agrees to provide, as an independent contractor to the Village, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village as mutually agreed to by the parties (hereinafter the "Services"). The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality in compliance with applicable laws, ordinances and regulations. The express terms of this Agreement shall take precedence and control over any term or provision of any Exhibit that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.

- The Services shall be provided by employees of Consultant, who are experienced, certified, and/or qualified and licensed, to the extent necessary to perform said Services in the State of Illinois.

- It is understood and agreed by the parties that the Consultant is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Consultant's performance, but shall be entitled to a work product as described herein. The term "subconsultant" shall mean and include only those hired by and having a direct contract with Consultant for performance of work on the Project. The Village shall have no responsibility to any subconsultant employed by a Consultant for performance of work on the Project, and all subconsultants and material suppliers shall look exclusively to the Consultant for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subconsultant shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Consultant shall be fully responsible to the Village for the acts and omissions of its subconsultants, and shall ensure that any subconsultants perform in accordance with the requirements of this Agreement. Nothing contained herein shall create any contractual or employment relations between any subconsultant and the Village. The Consultant is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Consultant shall comply with all applicable federal, State and local safety laws and regulations.

II. COMPENSATION

Consultant will be compensated based upon the fee schedule attached hereto as Exhibit B.

III. INDEMNIFICATION AND HOLD HARMLESS.

Consultant will indemnify and hold harmless, protect and defend, at its own cost and expense, the Village, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the Village, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any negligent act or omission by the Consultant, its officers, agents and/or employees, including any of its subconsultants, arising out of or in performance of any provision of this Agreement, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree.

IV. INSURANCE

During the term of this Agreement, Consultant shall provide and maintain the types of insurance set forth in Exhibit C, written on the comprehensive form and as "occurrence" policies, primary to any insurance of the Village, in not less than the specified amounts.

Consultant shall furnish to the Village, prior to commencing any activities under this Agreement, and annually thereafter, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and attached to this Agreement as Exhibit D. Said certificates shall list the Village and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys, as additional insureds on all required insurance policies.

V. WARRANTY

Consultant represents and warrants to the Village that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in a professional, competent and timely manner, as represented and suitable for the performance of the Agreement, and that that it has the power to enter into and perform this Agreement.

VI. NOTICE

Except to the extent that verbal notice is otherwise permitted herein, proper notice may be given by personal service or certified or registered mail to:

Insert Consultant Details

OR TO:

Village of Tinley Park

Village Manager

16250 South Oak Park Avenue

Tinley Park IL. 60477

Notice shall be effective upon the date of receipt by personal service or as evidenced by a valid return receipt. The name and/or address to which notice is required may be amended at any time by written notice to the other party as provided herein.

VII. INTERPRETATION

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties' consent to the in personam jurisdiction of said Court for any such action or proceeding.

VIII. WAIVER.

The waiver of one party of any breach of this Agreement or the failure of one party to enforce any provisions hereof, shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.

IX. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal or unenforceable, that provision shall be severable from the rest of this Agreement and the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired.

X. ENTIRE UNDERSTANDING

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

XI. TERMINATION


This Agreement may be terminated, in whole or in part, by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. However, no such termination will be effective unless the terminating party gives the other party (1) not less than ten (10) business day's written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party to resolve the dispute before termination.

IN WITNESS WHEREOF, the Village of Tinley Park and (Insert Consultant). have executed this agreement.

VILLAGE OF TINLEY PARK

CHRISTOPHER B. BURKE ENGINEERING, LTD.

By: _____
Village Manager


By:  _____
ITS President

DATE: _____

DATE: 5/27/2022

Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Christopher B. Burke Engineering, Ltd.



Name of Consultant (please print)

Submitted by (signature)


President

Title

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Christopher B. Burke Engineering, Ltd.



Name of Consultant (please print)

Submitted by (signature)

President

Title

CERTIFICATIONS BY CONSULTANT

Eligibility to Contract

The undersigned hereby certifies that the Consultant is not barred from bidding on or entering into this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Christopher B. Burke Engineering, Ltd.



Name of Consultant (please print)

Submitted by (signature)

President

Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Consultant is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Christopher B. Burke Engineering, Ltd.



Name of Consultant (please print)

Submitted by (signature)

President

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the

EXHIBIT A

Scope of Professional Services

Work as specified and approved by the Village of Tinley Park for General Design and Construction Engineering Services.

EXHIBIT B

Fee Schedule

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
REVISED, SEPTEMBER 2018

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	265
Engineer VI	239
Engineer V	197
Engineer IV	160
Engineer III	144
Engineer I/II	113
Survey V	219
Survey IV	185
Survey III	162
Survey II	118
Survey I	93
Engineering Technician V	187
Engineering Technician IV	152
Engineering Technician III	137
Engineering Technician I/II	80
CAD Manager	166
Assistant CAD Manager	144
CAD II	144
CAD I	111
GIS Specialist III	139
GIS Specialist I/II	80
Landscape Architect	160
Environmental Resource Specialist V	206
Environmental Resource Specialist IV	160
Environmental Resource Specialist III	132
Environmental Resource Specialist I/II	108
Environmental Resource Technician	108
Administrative	101
Engineering Intern	61
Information Technician III	122
Information Technician I/II	110
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit

Village of Tinley Park
Effective 5/1/2023 through 4/30/2024

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
APRIL 2020

<u>Personnel</u>	Charges* <u>(\$/Hr)</u>
Principal	275
Engineer VI	251
Engineer V	208
Engineer IV	170
Engineer III	152
Engineer I/II	121
Survey V	229
Survey IV	196
Survey III	172
Survey II	126
Survey I	100
Engineering Technician V	198
Engineering Technician IV	161
Engineering Technician III	146
Engineering Technician I/II	68
CAD Manager	177
Assistant CAD Manager	153
CAD II	135
GIS Specialist III	148
GIS Specialist I/II	94
Landscape Architect	170
Landscape Designer I/II	94
Environmental Resource Specialist V	216
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	139
Environmental Resource Specialist I/II	94
Environmental Resource Technician	114
Administrative	104
Engineering Intern	63
Information Technician III	130
Information Technician I/II	116
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit

Village of Tinley Park

Effective 5/1/2024 through 4/30/2025

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY 2022

<u>Personnel</u>	Charges*
	<u>(\$/Hr)</u>
Principal	275
Engineer VI	260
Engineer V	210
Engineer IV	175
Engineer III	155
Engineer I/II	125
Survey V	230
Survey IV	210
Survey III	185
Survey II	150
Survey I	115
Engineering Technician V	205
Engineering Technician IV	165
Engineering Technician III	120
Engineering Technician I/II	75
CAD Manager	195
CAD II	140
GIS Specialist III	160
GIS Specialist I/II	100
Landscape Architect	180
Landscape Designer I/II	105
Environmental Resource Specialist V	220
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	130
Environmental Resource Specialist I/II	95
Environmental Resource Technician	125
Administrative	110
Engineering Intern	65
Information Technician III	140
Information Technician I/II	120
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit

EXHIBIT C

Required Insurance

Engineer shall procure and maintain insurance as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

- Workers' Compensation: Statutory
- Employer's Liability – Each Accident: \$ 1,000,000
- General Liability –
- Each Occurrence (Bodily Injury and Property Damage) \$ 1,000,000
- General Aggregate: \$ 2,000,000
- Excess or Umbrella Liability --
- Each Occurrence: \$ 3,000,000
- General Aggregate: \$ 3,000,000
- Automobile Liability --Combined Single Limit
- (Bodily Injury and Property Damage): Each Accident \$ 1,000,000
- Professional Liability –
- Each Claim Made \$ 2,000,000
- Annual Aggregate \$ 2,000,000

EXHIBIT D

Insurance Certificates



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2022

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com		FAX (A/C, No): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company		NAIC # 19437
INSURED Christopher B. Burke Engineering, Ltd. 9575 W. Higgins Road Suite 600 Rosemont, IL 60018	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: W24789549

REVISION NUMBER:

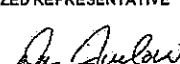
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY		031565474	06/01/2022	06/01/2023		EACH CLAIM \$2,000,000 AGGREGATE \$4,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Village of Tinley Park 16250 South Oak Park Avenue Tinley Park, IL 60477	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/04/2021

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

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

PRODUCER Donne Insurance Group, Inc 7777 W. 159th Street Suite B Tinley Park IL 60477		CONTACT NAME: Gail Pope PHONE (A/C, No, Ext): (708) 429-3100 FAX (A/C, No): (708) 429-3105 E-MAIL ADDRESS: Gail.Pope@DonneInsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Phoenix Ins Co NAIC # 25623	
INSURED Christopher B. Burke Engineering Ltd. 9575 W. Higgins Road Suite 600 Rosemont IL 60018		INSURER B: The Travelers Ind Co 25658 INSURER C: Travelers Prop Cas Ins Co Amer 25674 INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2021-2022 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		6803H482979	10/15/2021	10/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BA0R320572	10/15/2021	10/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		CUP2C769665	10/15/2021	10/15/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In Nh) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB7J091851	10/15/2021	10/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: All Projects- Additional Insured: Village of Tinley Park- General liability policy includes blanket additional insured status, primary and non-contributory coverage and waiver of subrogation. Workers compensation policy includes waiver of subrogation. 30 day notice of cancellation. Umbrella follows form.

CERTIFICATE HOLDER

Village of Tinley Park
 16250 south Oak Park Avenue
 Tinley Park IL 60477

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
William M. Donne

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.





**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: **UB-7J091851-18-47-G**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – **BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – **BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.







Interoffice Memo

Date: June 13, 2022

To: Pat Carr – Village Manager
Hannah Lipman – Assistant Village Manager
John Urbanski – Public Works Director

From: Arlan Schattke, PE – Village Engineer

Subject: General Design and Construction Engineering Services – Robinson Engineering Ltd.

Prepared for Committee of the Whole and Village Board Meeting for consideration and possible action.

Description: Robinson Engineering Ltd. (REL) provides the Village various Engineering services. The previous service agreement with REL was antiquated with outdated rates and an update was needed. REL has provided great service and continually exceeds expectations. The agreement includes rates through the end of the 2022 calendar year.

Staff Direction Request:

1. Approve the General Design and Construction Engineering Services Agreement between the Village and Robinson Engineering Ltd.
2. Direct Staff as necessary.

Attachments:

1. Robinson Engineering Ltd. Service Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 21st day of June, 2022 (“Effective Date”), between the Village of Tinley Park, Illinois (“Village”), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Robinson Engineering, Ltd. (“Consultant”), collectively the “Parties” for the following project:

I. Services

- A. Consultant agrees to provide, as an independent contractor to the Village, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village as mutually agreed to by the parties (hereafter the “Service”). The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality in compliance with applicable laws, ordinances and regulations. The express terms of this Agreement shall take precedence and control over any term or provision of any Exhibit that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.
- The Services shall be provided by employees of Consultant, who are experienced, certified, and/or qualified and licensed, to the extent necessary to perform said Services in the State of Illinois.
 - It is understood and agreed by the parties that the Consultant is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Consultant's performance, but shall be entitled to a work product as described herein. The term "subconsultant" shall mean and include only those hired by and having a direct contract with Consultant for performance of work on the Project. The Village shall have no responsibility to any subconsultant employed by a Consultant for performance of work on the Project, and all subconsultants and material suppliers shall look exclusively to the Consultant for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subconsultant shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Consultant shall be fully responsible to the Village for the acts and omissions of its subconsultants, and shall ensure that any subconsultants perform in accordance with the requirements of this Agreement. Nothing contained herein shall create any contractual or employment relations between any subconsultant and the Village. The Consultant is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. Conversely, the Consultant shall not coordinate, supervise and direct any portions of the Work for what they are not responsible for and shall not be responsible for, nor have control over, construction means, methods, techniques, sequences and procedures, safety, and security for any party they are not responsible for. The Consultant shall comply will all applicable federal, State and local safety laws and regulations.

II. COMPENSATION

Consultant will be compensated based upon the fee schedule attached hereto as Exhibit B.

III. INDEMNIFICATION AND HOLD HARMLESS

Consultant will indemnify and hold harmless, protect and defend, at its own cost and expense, the Village, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the Village, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any negligent act or omission by the Consultant, its officers, agents and/or employees, including any of its subconsultants, arising out of or in performance of any provision of this Agreement, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree.

In the event such claims, losses, damages, or expenses are legally determined to be caused by joint or concurrent negligence, they shall be borne by each party in proportion to its own negligence under comparative fault principles.

With respect to the aforementioned duty to protect and defend, this shall apply for non-professional services that are performed and to the extent covered by the Consultant's General Liability policy. The Duty to Defend does not apply to professional services that are performed which are not covered by the Consultant's Professional Liability policy.

IV. INSURANCE

During the term of this Agreement, Consultant shall provide and maintain the types of insurance set forth in Exhibit C, written on the comprehensive form and as "occurrence" policies, primary to any insurance of the Village, in not less than the specified amounts.

Consultant shall furnish to the Village, prior to commencing any activities under this Agreement, and annually thereafter, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and attached to this Agreement as Exhibit D. Said certificates shall list the Village and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys, as additional insureds on all required insurance policies.

Consultant shall procure and maintain insurance as required by and set forth in the previous paragraph of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate of Consultant and Consultant's officers, members, directors, partners, agents, employees, and Subconsultants to Village and anyone claiming by, through, or under Village for any and all claims, losses, costs, or damages whatsoever arising out of resulting from or in any way related to the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Consultant or Consultant's officers,

members, directors, partners, agents, employees, or Subconsultants (hereafter “Village’s Claims”), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant’s insurers in settlement or satisfaction of Village’s Claims under the terms and conditions of Consultant’s insurance policies applicable thereto (excluding fees, costs, and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Village’s Claims, then the total liability, in the aggregate of Consultant and Consultant’s officers, members, directors, partners, agents, employees, and Subconsultants to Village and anyone claiming by, through, or under Village for any and all such uninsured Village’s claims shall not be limited.

V. WARRANTY

Consultant represents to the Village that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in accordance with the Standard of Care presented in Section 1.A, and that it has the power to enter into and perform this Agreement.

VI. NOTICE

Except to the extent that verbal notice is otherwise permitted herein, proper notice may be given by personal service or certified or registered mail to:

Robinson Engineering Ltd.
17000 South Park Avenue
South Holland, IL 60473

OR TO:

Village of Tinley Park
Village Manager
16250 South Oak Park Avenue
Tinley Park IL. 60477

Notice shall be effective upon the date of receipt by personal service or as evidenced by a valid return receipt. The name and/or address to which notice is required may be amended at any time by written notice to the other party as provided herein.

VII. INTERPRETATION

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties' consent to the in personam jurisdiction of said Court for any such action or proceeding.

VIII. WAIVER

The waiver of one party of any breach of this Agreement or the failure of one party to enforce any provisions hereof, shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.

IX. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal or unenforceable, that provision shall be severable from the rest of this Agreement and the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired.

X. ENTIRE UNDERSTANDING

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

XI. TERMINATION

This Agreement may be terminated, in whole or in part, by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience.

IN WITNESS WHEREOF, the Village of Tinley Park and (Insert Consultant), have executed this Agreement.

VILLAGE OF TINLEY PARK

ROBINSON ENGINEERING LTD.

By: _____
Village Manager

By: _____

Its: _____

DATE: _____

DATE: _____

CERTIFICATIONS BY CONSULTANT

Eligibility to Contract

The undersigned hereby certifies that the Consultant is not barred from bidding on or entering into this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Name of Consultant (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Consultant is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Name of Consultant (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Name of Consultant (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

The undersigned also certifies that Consultant is in compliance with all other applicable laws and regulations regarding its performance of this Agreement.

Name of Consultant (please print)

Submitted by (signature)

Title

EXHIBIT A

Scope of Professional Services

Work as specified and approved by the Village of Tinley Park for General Design and Construction Engineering Services.

EXHIBIT B

Fee Schedule

2022 STANDARD BILLING RATES:

Effective January 1, 2022

CLASSIFICATION	RATE
Principal Engineer 1	\$208.00
Senior Project Manager 1 / 2	\$183.00 / \$197.00
Senior Structural Engineer	\$193.00
Senior Engineer 1 / 2 / 3	\$166.00 / \$176.00 / \$181.00
Project Engineer 1 / 2 / 3 / 4	\$124.00 / \$134.00 / \$144.00 / \$154.00
Project Manager 1 / 2 / 3	\$134.00 / \$144.00 / \$154.00
Chief Land Surveyor	\$166.00
Land Surveyor 1 / 2 / 3	\$121.00 / \$138.00 / \$149.00
Surveying Technologist 1/ 2	\$107.00 / \$121.00
Senior Planner	\$145.00
Planner	\$132.00
Grant Writer 1 / 2	\$93.00 / \$114.00
Project Developer 1 / 2 / 3	\$107.00 / \$143.00 / \$167.00
GIS Coordinator	\$161.00
GIS Developer	\$131.00
GIS Technologist	\$105.00
CAD Manager	\$150.00
CAD Designer	\$132.00
CAD Technologist 1 / 2	\$99.00 / \$114.00
Resident Engineer 1 / 2 / 3	\$129.00 / \$143.00 / \$156.00
Resident Engineering Rep 1 / 2 / 3	\$129.00 / \$134.00 / \$140.00
Field Superintendent	\$170.00
Assistant Field Superintendent	\$155.00
Field Crew Chief	\$125.00
Field Crew Member 1 / 2	\$78.00 / \$95.00
Operations Manager	\$144.00
Operations Coordinator	\$102.00
Operator 1 / 2 / 3	\$87.00 / \$92.00 / \$98.00
IT Coordinator	\$143.00
IT Technologist	\$107.00
Administrative 1 / 2	\$79.00 / \$90.00
Project Administration	\$107.00
Intern	\$53.00

Rates are subject to revision on or after 1/1/2023

Reimbursable Expenses at a factor of 1.10 / Sub-Consultant Fee Markup at 10%

EXHIBIT C

Required Insurance

Engineer shall procure and maintain insurance as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer. Village would request insurance at \$2 million/\$5 million and umbrella of \$10 million.

- | | |
|---|--------------|
| • Workers' Compensation: | Statutory |
| • Employer's Liability – Each Accident: | \$ 1,000,000 |
| • General Liability – | |
| • Each Occurrence (Bodily Injury and Property Damage) | \$ 1,000,000 |
| • General Aggregate: | \$ 2,000,000 |
| • Excess or Umbrella Liability -- | |
| • Each Occurrence: | \$ 3,000,000 |
| • General Aggregate: | \$ 3,000,000 |
| • Automobile Liability --Combined Single Limit | |
| • (Bodily Injury and Property Damage): Each Accident | \$ 1,000,000 |
| • Professional Liability – | |
| • Each Claim Made | \$ 2,000,000 |
| • Annual Aggregate | \$ 2,000,000 |

EXHIBIT D

Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2022

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

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

PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467	CONTACT NAME: Certificates Team	
	PHONE (A/C. No. Ext): 708-845-3917	FAX (A/C. No):
E-MAIL ADDRESS: certificates@thehortongroup.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Evanston Insurance Company		35378
INSURER B : Hanover Insurance Company		22292
INSURER C : Harleysville Preferred Insurance Company		35696
INSURER D : Harleysville Worcester Insurance Company		26182
INSURER E :		
INSURER F :		

INSURED ROBIENG-01
 Robinson Engineering Ltd
 17000 South Park Avenue
 South Holland IL 60473

COVERAGES

CERTIFICATE NUMBER: 1181002516

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EDP (Blanket) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	MPA0000004887BU	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EDP \$ 1,035,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA0000004885BU	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 500,000 \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CMB0000004888BU	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC0000004886BU	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional/Pollution Liability			MKLV7PL0005084	1/1/2022	1/1/2023	Occ / Agg Limit 2,000,000
B	Cyber Liability			LHC-H475039-01	1/1/2022	1/1/2023	Limit 1,000,000
C	Drone Liability			MPA0000004887BU	1/1/2022	1/1/2023	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional insured on a primary and non-contributory basis with respect to the general liability and auto liability coverage only when required by written contract. Waivers of subrogation applies to the general liability, auto liability and workers compensation in favor of the stated additional insureds only when required by written contract. Umbrella follows form.

Additionally Insured: Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys.

CERTIFICATE HOLDER**CANCELLATION**

Village of Tinley Park
 16250 S. Oak Park Avenue
 Tinley Park IL 60477

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: BA0000004885BU

**COMMERCIAL AUTO
CA-7200
(Ed. 2-17)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM

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

Schedule

The premium for this endorsement is \$ 667

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SUMMARY OF COVERAGES**I. Sections II and I – Liability Coverage**

- A. Broad Form Insured**
- B. Employees as Insureds**
- C. Liability Coverage Extensions – Supplementary Payments**
- D. Prejudgment Interest Coverage**
- E. Amendment of Fellow Employee Liability Exclusion**
- F. Additional Insured by Contract, Permit or Agreement**

II. Sections III and I – Physical Damage Coverage

- A. Hired Car Physical Damage**
- B. Physical Damage Coverage Extensions**
 - a. Transportation Expenses**
 - b. Loss of Use Expenses**
 - c. Extra Expense**
 - d. Personal Effects Coverage**
- C. Accidental Discharge of Airbag**
- D. Lease/Loan Gap Coverage**
- E. Deductible Amendments**
- F. Towing and Labor**
- G. Rental Reimbursement**

III. Section IV – Conditions

- A. Notice of and Knowledge of Occurrence**
- B. Unintentional Failure to Disclose Hazards**
- C. Hired Car – Coverage Territory**
- D. Waiver of Subrogation**

IV. Section V – Definitions

- A. Mental Anguish**
- B. Additional Definitions**

V. Cancellation Conditions

I. SECTION II – LIABILITY COVERAGE is amended as follows:

A. BROAD FORM INSURED

Paragraph **A.1.** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** of the BUSINESS AUTO COVERAGE FORM and paragraph **D.2.** of **SECTION I – COVERED AUTOS COVERAGES** of the AUTO DEALERS COVERAGE FORM, under **Who Is An Insured**, are amended as follows:

1. For covered “autos”, the Named Insured shown in the Declarations is amended to include:
 - a. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an “insured” under any other automobile policy or would be an “insured” under such a policy but for its termination or the exhaustion of its Limits of Insurance.
 - b. Any organization that is newly acquired or formed by you during the policy period and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership,
 - (2) That is an “insured” under any other automobile policy,
 - (3) That has exhausted its Limits of Insurance under any other automobile policy, or
 - (4) That has been acquired or formed by you for more than 180 days unless you have given us written notice of the acquisition or formation by the end of such 180 day period or the end of the policy period, whichever occurs first.

Coverage does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization, or an “accident” that occurs before or after the end of the policy period.

B. EMPLOYEES AS INSUREDS

The following is added to paragraph **A.1. Who Is An Insured** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** of the BUSINESS AUTO COVERAGE FORM and paragraph **D.2. Who Is An Insured** of **SECTION I – COVERED AUTOS COVERAGES** of the AUTO DEALERS COVERAGE FORM:

Any “employee” of yours while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

C. LIABILITY COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

Supplementary Payments (2) and (4) under paragraphs **A.2.a** of the BUSINESS AUTO COVERAGE FORM and **D.3.a.** of the AUTO DEALERS COVERAGE FORM, are replaced by the following:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings, up to \$500 a day because of time off from work.

D. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, Supplementary Payments** under item **A.2.a.** of the BUSINESS AUTO COVERAGE FORM and to **SECTION I – COVERED AUTOS COVERAGES** under item **D.3.a.** of the AUTO DEALERS COVERAGE FORM:

- (7) Prejudgment interest awarded against the “insured” on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

E. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION

Paragraph **B.5. Exclusions – Fellow Employee** of the BUSINESS AUTO COVERAGE FORM and Paragraph **D.4.e. Exclusions – Fellow Employee** of the AUTO DEALERS COVERAGE FORM does not apply if the “bodily injury” results from the use of a covered “auto” you own or hire. The insurance provided under this provision is excess over any other collectible insurance.

F. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to **A.1. Who Is An Insured** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** of the BUSINESS AUTO COVERAGE FORM and **D.2** of **SECTION I – COVERED AUTOS COVERAGES** of the AUTO DEALERS COVERAGE FORM:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a “bodily injury” or “property damage” occurrence is an “insured” for liability coverage. However, with respect to covered “autos”, such person or organization is an insured only to the extent that person or organization qualifies as an “insured” under **A.1. Who is an Insured** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** of the BUSINESS AUTO COVERAGE FORM or **D.2.** of **SECTION I – COVERED AUTOS COVERAGES** of the AUTO DEALERS COVERAGE FORM.

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured’s coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

II. SECTION III – PHYSICAL DAMAGE COVERAGE of the BUSINESS AUTO COVERAGE FORM and Paragraph **F. Physical Damage Coverage** of **SECTION I – COVERED AUTOS COVERAGES** of the AUTO DEALERS COVERAGE FORM are amended by adding the following:

A. HIRED CAR PHYSICAL DAMAGE

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss or Collision Coverages are provided under this Coverage Form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire, subject to the following limit and applicable deductible:

The most we will pay for any one “accident” or “loss” to any hired “auto” is the lesser of:

1. the actual cash value of the hired “auto”. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total “loss”;
2. the cost to restore the hired “auto” to its “pre-accident physical condition”; or
3. \$50,000.

If a repair or replacement part restores the hired “auto” to better than its “pre-accident physical condition” we will not pay for the amount of the “betterment”.

The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. No deductible applies to “loss” caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

B. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Paragraph **A.4. Coverage Extensions** under **SECTION III – PHYSICAL DAMAGE COVERAGE** of the BUSINESS AUTO COVERAGE FORM and paragraph **2. Coverage Extension – Loss of Use Expenses** of **F. Physical Damage Coverage** under **SECTION I – COVERED AUTOS COVERAGES** of the AUTO DEALERS COVERAGE FORM is replaced by the following:

Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,500 for temporary expense incurred by you because of the total theft of a covered “auto”. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy’s expiration, when the covered “auto” is returned to use or we pay for its “loss”.

b. Loss of Use Expenses

For Hired Auto, Physical Damage, we will pay expenses for which an “insured” becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered “auto”;
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered “auto”; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered “auto.”

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

c. Extra Expense

We will also pay for the expense of returning a stolen covered "auto" to you.

d. Personal Effects Coverage

We will pay up to \$500 for "loss" to wearing apparel and other personal effects which are:

- (1) owned by an "insured"; and
- (2) in or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto." No deductible applies to this coverage.

C. ACCIDENTAL DISCHARGE OF AIRBAG

The following is added to paragraph **B. Exclusions** of **SECTION III – PHYSICAL DAMAGE COVERAGE** of the BUSINESS AUTO COVERAGE FORM and paragraph **F.3. Exclusions** of **SECTION I – COVERED AUTOS COVERAGES** of the AUTO DEALERS COVERAGE FORM:

However, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

D. LEASE/LOAN GAP COVERAGE

If a long term leased or financed "auto" is a covered "auto", we will pay, in the event of a total "loss", your additional legal obligation to the lessor or financial institution for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease or loan.

"Outstanding balance" means the amount you owe on the lease or loan at the time of "loss" less any amounts:

1. representing taxes;
2. overdue payments;
3. penalties, interest or charges resulting from overdue payments;
4. additional mileage charges;
5. excess wear and tear charges;
6. lease termination fees;
7. security deposits not refunded by the lessor or financial institution;
8. costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
9. carry-over balances from previous loans or leases;
10. final payment due under a "balloon loan";
11. the dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto"; and
12. any refunds payable or paid to you as a result of the early termination of a lease or loan agreement or as a result of the early termination of any warranty or extended agreement on a covered "auto."

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

"Balloon loan" is a loan with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

E. DEDUCTIBLE AMENDMENTS

The following are added to paragraph **D. Deductible** of **SECTION III – PHYSICAL DAMAGE COVERAGE** of the BUSINESS AUTO COVERAGE FORM:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived;
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

F. TOWING AND LABOR

We will pay up to the following limits for towing and labor costs incurred each time a covered "auto" of the private passenger type or light truck is disabled:

1. \$100 for a covered "auto" rated and classified as a private passenger type vehicle.
2. \$150 for a covered "auto" rated and classified as a light truck type. For the purpose of this coverage light trucks are defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacture as the maximum loaded weight the auto is designed to carry.

However, the labor must be performed at the place of disablement.

G. RENTAL REIMBURSEMENT

SECTION III – PHYSICAL DAMAGE COVERAGE Item **A. Coverage** of the BUSINESS AUTO COVERAGE FORM or **SECTION I – COVERED AUTOS COVERAGES** item **F.1. Coverage** of the AUTO DEALERS COVERAGE FORM is amended by adding the following:

This coverage applies only to a covered "auto" rated and classified as a private passenger or light truck type as follows:

1. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto". We will pay only for those covered "autos" for which you carry comprehensive and collision coverage. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred, or
 - b. \$50 per day, up to a maximum of \$1,500.
4. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
5. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** of the BUSINESS AUTO COVERAGE FORM.

For purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacture as the maximum loaded weight the auto is designed to carry.

III. SECTION IV – BUSINESS AUTO CONDITIONS of the BUSINESS AUTO COVERAGE FORM and **SECTION IV – CONDITIONS** of the AUTO DEALERS COVERAGE FORM are amended as follows:

A. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

1. Your obligation in paragraph **A.2.a., Loss Conditions – Duties in the Event of Accident, Claim, Suit or Loss** of the BUSINESS AUTO COVERAGE FORM and **A.2.a., Duties in the Event of Accident, Claim, Offense, Suit, Loss or Acts, Errors or Omissions** of the AUTO DEALERS COVERAGE FORM, relative to notification requirements applies only when the "accident" or "loss" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. A member, if you are a Limited Liability Company; or
 - d. An executive officer or insurance manager, if you are a corporation.

2. Your obligation in paragraph **A.2.b., Loss Conditions – Duties in the Event of Accident, Claim, Suit or Loss** of the BUSINESS AUTO COVERAGE FORM and **A.2.b., Duties in the Event of Accident, Claim, Offense, Suit, Loss or Acts, Errors or Omissions** of the AUTO DEALERS COVERAGE FORM relative to providing us with documents concerning a claim or “suit” will not be considered breached unless the breach occurs after such claim or “suit” is known to:
- a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. A member, if you are a Limited Liability Company; or
 - d. An executive officer or insurance manager, if you are a corporation.

B. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to paragraph **B.2. General Conditions – Concealment, Misrepresentation or Fraud** in both the BUSINESS AUTO COVERAGE FORM and the AUTO DEALERS COVERAGE FORM:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

C. HIRED CAR – COVERAGE TERRITORY

Item **b.(5)** of the BUSINESS AUTO COVERAGE FORM and Item **c.(5)(a)** of the AUTO DEALERS COVERAGE FORM of paragraph **B.7. General Conditions – Policy Period, Coverage Territory** is replaced by the following:

Anywhere in the world if a covered “auto” is leased, hired, rented or borrowed without a driver for a period of 30 days or less;

D. WAIVER OF SUBROGATION

Transfer of Rights of Recovery Against Others To Us under items **A.5. Loss Conditions** of the BUSINESS AUTO COVERAGE FORM and AUTO DEALERS COVERAGE FORM is amended by adding the following:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract or agreement executed prior to any “accident” because of payments we make for damages under this coverage form.

IV. SECTION V – DEFINITIONS of the BUSINESS AUTO COVERAGE FORM and **SECTION V – DEFINITIONS** of the AUTO DEALERS COVERAGE FORM are amended as follows:

A. MENTAL ANGUISH

The definition of “bodily injury” in the DEFINITIONS section is replaced by the following:

“Bodily Injury” means bodily injury, sickness or disease sustained by any person, including mental anguish and death resulting from any of these.

B. ADDITIONAL DEFINITIONS

The following definitions are added:

“Betterment” means the amount of increase to the pre-damaged or pre-loss cash value of an “auto” attributed to the use of replacement parts which are of a type that are normally subject to repair and replacement during the useful life of an “auto” including but not limited to tires and batteries.

“Pre-accident physical condition” means the operational safety, function and appearance of the “auto” immediately prior to when the damage in question was sustained.

V. CANCELLATION CONDITIONS

Paragraph **A.2.** of the **COMMON POLICY CONDITION – CANCELLATION** applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ENHANCEMENT PLUS ENDORSEMENT – ILLINOIS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is a summary of the additional coverages and Limits of Insurance provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page Number
Advertising Injury Redefined	Included	2
Blanket Additional Insured – Automatic Status When Required in Agreement With You	Included	2
Blanket Additional Insured – Broad Form Vendors	Included	3
Blanket Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	3
Blanket Additional Insured – Managers or Lessors of Premises	Included	4
Blanket Additional Insured – Permits	Included	5
“Borrowed Equipment” Property Damage Liability	Included	5
Damage to Premises Rented to You	\$500,000	6
Elevator Property Damage Liability	\$5,000 per occurrence/\$10,000 annual aggregate	6
Expected and Intended Injury	Included	6
Incidental Medical Malpractice Liability	Included	6
Insured Contract definition amended	Included	7
Knowledge and Notice of Occurrence or Offense	Included	7
Liberalization	Included	7
Medical Payments	\$15,000	8
Mental Anguish – Bodily Injury Redefined	Included	8
Mobile Equipment Redefined	Included	8
Newly Formed or Acquired Organizations	180 days	8
Non-Duplication of Benefits	Included	8
Non-Owned Aircraft	Included	8
Non-Owned Watercraft	Less than 51 feet	8
Personal Injury – Broad Form	Included	8
Supplementary Payments	\$5,000 bail bonds, \$500 per day expenses	9
Unintentional Failure to Disclose Hazards	Included	9
Voluntary Property Damage	\$25,000 per occurrence/\$50,000 annual aggregate	9
Waiver of Transfer of Rights of Recovery Against Others	Included	10

1. ADVERTISING INJURY REDEFINED

Paragraphs **14.d.** and **e.** of **Section V – Definitions** are amended by the following:

Personal and advertising injury means injury including consequential “bodily injury” arising out of one or more of the following offenses:

- d. Oral, written, televised or videotaped publication in any manner of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
- e. Oral, written, televised or videotaped publication in any manner of material that violates a person’s right to privacy;

Paragraphs **b.** and **c.** of **2. Exclusions** under **Coverage B – Personal and Advertising Injury Liability** are replaced by the following:

- b. “Personal and advertising injury” arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- c. “Personal and advertising injury” arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period;

2. BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN AGREEMENT WITH YOU

A. Section II – Who Is An Insured is amended to include as an insured any person or organization for whom “you” are performing operations, only as specified under a written contract or agreement that requires that such person or organization be added as an additional insured on “your” policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the acts or omissions of the “Named Insured” in the performance of the “Named Insured’s” ongoing operations for the additional insured but only as specified under the written contract or agreement. A person’s or organization’s status as an insured under this endorsement ends the earlier of when “your” on-going operations for that insured are completed or when “you” no longer are contractually required to include such person or organization as an additional insured under “your” policy.

B. The insurance provided to an additional insured by this Blanket Additional Insured – Automatic Status When Required In Agreement With You coverage is limited as follows:

- 1. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the “Named Insured” to which the additional insured is entitled to be indemnified by the “Named Insured” pursuant to the written contract or agreement referenced in Paragraph **A.** above and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the “Named Insured” for the claim of the third party.
- 2. The limits of insurance are those set forth in the policy and Declarations or those specified in the written contract, lease, sublease or agreement referenced in Paragraph **A.** above, whichever is less.

C. With respect to the insurance afforded to additional insured, the following exclusions are added:

2. Exclusions

- a. This insurance does not apply if the written contract or agreement referenced in Paragraph **A.** above was not executed by the “Named Insured” prior to the “occurrence” giving rise to the additional insured’s potential liability.
- b. This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.

D. Other Insurance

- 1. If specifically required by the written contract or agreement referenced in Paragraph **A.** above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract or agreement does not require this coverage to be primary and the additional insured’s coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
- 2. Even if the requirements of paragraph **D.1.** are met establishing this coverage as primary and the additional insured’s coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

E. Definitions

Solely for purposes of the insurance afforded to an additional insured by this additional insured coverage:

“Named Insured” is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

“You” or “your” means a “Named Insured” as defined above.

3. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) which or who is or are a vendor of “your products” with whom you agreed under a written contract or agreement to add as an additional insured to your policy, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business, subject to the following additional exclusions:

- a. The insurance afforded the vendor does not apply to:
 - (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) “Bodily injury” or “property damage” arising out of the negligent acts or omissions, including but not limited to the failure to warn, of the vendor or its employees or anyone else acting on its behalf unless such “bodily injury” or “property damage” was caused in whole or in part by you or any person or organization acting on your behalf. However, this exclusion does not apply to:
 - a. The exceptions contained in Subparagraphs (4) or (6); or
 - b. Such inspections, adjustments, tests or servicing as the vendor has agreed with you to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (9) “Bodily injury” or “property damage” that occurs before the execution by all parties of the contract or agreement referred to above.
- b. The insurance provided to such additional insured vendor by this coverage is further limited as follows:
 - (1) The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury” or “property damage” to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Broad Form Vendors coverage.
 - (2) The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above, whichever is less.
- c. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. Other Insurance
 - (1) If specifically required by the written contract or agreement referenced above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If a written contract does not require this coverage to be primary and the additional insured’s coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
 - (2) Even if the requirements of paragraph d. (1) are met establishing this coverage as primary and the additional insured’s coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

4. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment pursuant to a written contract or agreement that requires that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person’s or organization’s status as an additional insured under this coverage ends the earlier of when their contract or agreement with you pertaining to such leased equipment ends or the end of the policy period.

- B. With respect to the insurance afforded to an additional insured, this insurance does not apply to any “occurrence” which takes place or begins before the first effective date of the equipment lease or which takes place or begins after the equipment lease expires.
- C. With respect to the insurance afforded to an additional insured, the following additional exclusion applies:
This insurance does not apply to “bodily injury”, “property damage” or “personal or advertising injury” for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.
- D. The insurance provided to such lessor of leased equipment additional insured by this Blanket Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You coverage is further limited as follows:
 - 1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You endorsement.
 - 2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced in Section **A.** above, whichever is less.
- E. Other Insurance
 - 1. If specifically required by the written contract or agreement referenced in Paragraph **A.** above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured’s coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
 - 2. Even if the requirements of paragraph **E.1.** are met establishing this coverage as primary and the additional insured’s coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

5. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

- A. **SECTION II – Who Is An Insured** is amended to include as an insured any manager or lessor of premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you pursuant to a “written contract” that requires that such manager or lessor be added as an additional insured on your policy.
- B. This insurance for such manager or lessor additional insured does not apply to:
 - 1. Any “occurrence” which takes place after you cease to be a tenant in that premises.
 - 2. Structural alterations, new construction or demolition operations performed by or for the additional insured.
 - 3. Any “occurrence” giving rise to the additional insured’s potential liability which begins before “the written contract” is executed by all parties to the “written contract”.
 - 4. Liability of an additional insured for “bodily injury”, “property damage” and “personal and advertising injury” unless such “bodily injury”, “property damage” and “personal and advertising injury” is caused, in whole or in part, by acts or omissions of the Named Insured or those acting on behalf of the Named Insured.
 - 5. The additional insured’s obligation to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.
- C. The insurance provided to such manager and lessor additional insured by this Blanket Additional Insured – Managers Or Lessors Of Premises coverage is further limited as follows:
 - 1. The manager or lessor insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Managers Or Lessors Of Premises coverage.
 - 2. The limits of insurance are those set forth in the policy Declarations or those specified in the “written contract”, whichever is less.
- D. For the purpose of this coverage only, the term “written contract” means a written contract or agreement between you and the additional insured which specifies the terms and conditions governing your lease of the premises and which requires that such person or organization be added as an additional insured on your policy.

E. Other Insurance

1. If specifically required by the "written contract", any coverage provided by this additional insured coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph **E.1.** are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

6. BLANKET ADDITIONAL INSURED – PERMITS

A. Section II – Who Is An Insured is amended to include as an additional insured the federal government or any state or municipality or any political sub-division or governmental agency thereof, when you and such entity, subdivision or agency have agreed in writing in a contract or agreement that such entity, subdivision or agency be added as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you for on-going operations being performed by you or on your behalf for which the federal government or any state or municipality or any political subdivision or governmental agency thereof has issued a permit or authorization.

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

This insurance does not apply to:

1. Any "occurrence" which takes place before the effective date of the permit;
2. Any "occurrence" which takes place after the permit or authorization expires, or the end of the policy period, whichever occurs first;
3. "Bodily injury", "property damage" or "personal and advertising injury" arising out of on-going operations being performed for the federal government, or any state or municipality or any political subdivision or governmental agency;
4. "Bodily injury" or "property damage" included within the "products-completed operations hazard";
5. "Bodily injury", "property damage" or "personal and advertising injury" on account of which the additional insured is obligated to pay damages by reason of the additional insured's assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.

C. The insurance provided to such additional insured by this Blanket Additional Insured – Permit coverage is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Permits coverage.
2. The limits of insurance are those set forth in the policy Declarations or in the written contract or agreement referenced in paragraph **A.** above or those specified in the permit or authorization referenced in paragraph **A.** above, whichever is less.

D. Other Insurance

1. If specifically required by the permit or authorization referenced in paragraph **A.** above or by the written contract or agreement referenced in paragraph **A.** above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the permit or authorization does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph **D.1.** are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

7. "BORROWED EQUIPMENT" PROPERTY DAMAGE LIABILITY

Paragraphs **(3)** and **(4)** of Exclusion **j.** of **Section I – Coverage A** do not apply to "property damage" to "borrowed equipment".

The limit of insurance for "borrowed equipment" coverage provided by this section **7.** is \$5,000 for any one "occurrence" and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater.

For purposes of this paragraph, "borrowed equipment" is equipment which is temporarily in your care, custody and control with the consent of the owner and does not include equipment that is leased to you under a lease agreement.

The annual aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless that policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregate limit.

Any and all damages paid under the terms and conditions of this "Borrowed Equipment" Property Damage Liability coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.

The following is added to **Section IV, Condition 4. Other Insurance**, paragraph **b. Excess Insurance**:

This "borrowed equipment" insurance is excess over any other valid and collectible property insurance (including any deductible) whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

8. DAMAGE TO PREMISES RENTED TO YOU COVERAGE

- a. The last paragraph of **Section I – Coverage A** (after the exclusions) is replaced by the following:
Exclusions **c.** through **n.** do not apply to "property damage" to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**. This limit will apply to all damage proximately caused by the same event.
- b. The first full paragraph immediately following exclusion **j.(6)** under **j. Damage to Property** of **2. Exclusions** under **Coverage A** of **Section I** is deleted in its entirety.
- c. Paragraph **6.** under **Section III – Limits of Insurance** is deleted in its entirety and replaced with the following:
6. Subject to Paragraph **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, including the contents of such premises, while rented to you or temporarily occupied by you with permission of the owner.
- d. The Damage to Premises Rented to You Limit in paragraph **6.** of **Section III – Limits of Insurance** is the greater of \$500,000 or the amount shown in the Declarations for the Damage to Premises Rented to You Limit and is the most we will pay, subject to paragraph **5.** of **Section III – Limits of Insurance**, under **Coverage A** for damages because of "property damage" to any one premises, including the contents of such premises while rented to you or temporarily occupied by you with permission of the owner.

9. ELEVATOR PROPERTY DAMAGE LIABILITY

Paragraph **(6)** of exclusion **j.** of **Section I – Coverage A** does not apply to the use of elevators.

The limit of insurance for Elevators Coverage provided by this section 9 is \$5,000 any one occurrence and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater.

The aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless that policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregate limit.

The following is added to **Section IV, Condition 4. Other Insurance**, paragraph **b. Excess Insurance**:

This Elevator property damage liability insurance is excess over any other valid and collectible property insurance (including any deductible) whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

10. EXPECTED OR INTENDED INJURY

Exclusion **a.** of **Section I – Coverage A** is replaced by the following:

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

11. INCIDENTAL MEDICAL MALPRACTICE LIABILITY

- a. Paragraph **2.a.(1)d.** of **Section II – Who Is An Insured** does not apply to nurses, emergency medical technicians or paramedics employed by you arising out of his or her providing or failing to provide professional health care services, but only if such healthcare services are within the scope of their employment by you or are related to or arise out of the conduct of your business.
- b. This coverage does not apply if you are engaged in the business or occupation of providing professional health care services.

12.INSURED CONTRACT

Paragraph 9. of **Section V – Definitions** is replaced by the following:

9. “Insured contract” means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises, or the contents thereof, while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for “bodily injury” or “property damage” to a third person or organization, provided the “bodily injury” or “property damage” is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured’s rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13.KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

A. The requirement in **Section IV CONDITIONS**, Paragraph 2.a. **Duties in the Event of Occurrence, Offense, Claim or Suit** that you must see to it that we are notified of an “occurrence” or offense will not be considered breached unless the breach occurs after the “occurrence” or offense is known to:

1. You, or your spouse, if you are an individual;
2. You, an “executive officer”, director, or stockholder, if you are a corporation;
3. A partner, member, or their spouses if you are a partnership or joint venture;
4. You, a member, or your managers, if you are a limited liability company;
5. You, or a trustee, if you are a trust;
6. An “employee” who is either designated by you to give such notice of an “occurrence” or offense (such as an insurance, loss control or risk manager or administrator) or a manager or supervisor responsible for the operation or oversight of a department, crew, business unit or division.

B. The requirement in **Section IV CONDITIONS**, Paragraph 2.b. **Duties in the Event of Occurrence, Offense, Claim or Suit** that you must see to it that we receive notice of a claim or “suit” will not be considered breached unless the breach occurs after such claim or “suit” is known to:

1. You, or your spouse, if you are an individual;
2. You, an “executive officer”, director, or stockholder, if you are a corporation;
3. A partner, member, or their spouses if you are a partnership or joint venture;
4. You, a member, or your managers, if you are a limited liability company;
5. You, or a trustee, if you are a trust;
6. An “employee” who is either designated by you to give such notice of an “occurrence” or offense (such as an insurance, loss control or risk manager or administrator) or a manager or supervisor responsible for the operation or oversight of a department, crew, business unit or division.

C. Knowledge by any other “employee” of an “occurrence”, offense, claim or “suit” does not imply that you also have such knowledge unless and until such time as any person listed in **A.** or **B.** above would reasonably be expected to have obtained knowledge of such “occurrence”, offense, claim or “suit” through the exercise of reasonable diligence.

14.LIBERALIZATION

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

15. MEDICAL PAYMENTS

If **Coverage C – Medical Payments Coverage** is not otherwise excluded from the Commercial General Liability Coverage Form, the Medical Expense Limit is changed, subject to all the terms of **Section III – Limits of Insurance**, to the greater of:

- a. \$15,000; or
- b. The Medical Expense limit shown in the declarations of the Commercial General Liability Coverage Form.

16. MENTAL ANGUISH – BODILY INJURY REDEFINED

The definition of “bodily injury” in **Section V – Definitions** is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

17. MOBILE EQUIPMENT REDEFINED

Under **Section V – Definitions**, Item **12**, Paragraph **f.(1)(a), (b) and (c)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

18. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- a. In paragraph **3.a.** of **Section II – Who Is An Insured**, 90th day is changed to 180th day.
- b. This provision does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Commercial General Liability Coverage Form or by any applicable endorsement.

19. NON-DUPLICATION OF BENEFITS

No one will be entitled to receive duplicate payments for the same elements of loss under any of the coverages provided by the Commercial General Liability Coverage form, this endorsement, or any other applicable endorsement.

20. NON-OWNED AIRCRAFT

Exclusion **g.** of **Section I – Coverage A** does not apply to an aircraft provided:

- (a) It is hired, chartered or loaned with a paid crew;
- (b) It is not owned by an insured;
- (c) The pilot in command holds a currently effective license for the particular aircraft being flown, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial airline pilot; and
- (d) It is not being used by the insured to carry persons or property for a charge.

The following is added to **Section IV, Condition 4. Other Insurance**, paragraph **b. Excess Insurance**:

This Non-owned Aircraft insurance is excess over any other valid and collectible property insurance whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

21. NON-OWNED WATERCRAFT

Paragraph **(2)** of Exclusion **g.** of **Section I – Coverage A** is deleted and replaced with the following:

- (2)** A watercraft you do not own that is:
 - a. Less than 51 feet long; and
 - b. Not being used by the insured to carry persons or property for a charge.

22. PERSONAL INJURY – BROAD FORM

- a. Paragraph **14.b.** of **Section V – Definitions** is replaced by the following:
 - b. Malicious prosecution or abuse of process;
- b. Definition **14** of **Section V – Definitions** is amended by the addition of the following:
 - h. Wrongful discrimination or humiliation that results in injury to the feeling or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not the result of acts or omissions of:
 - (a) The insured;
 - (b) Any executive officer, director, stockholder, partner or member of the insured; or
 - (c) Anyone acting at the direction of anyone listed in (a) and (b) above done with the intent or the reasonable expectation that such acts or omissions will result in wrongful discrimination or humiliation to another person; and
 - (2) Not directly or indirectly related to employment related practices, or the prospective employment or termination of employment or demotion of any person or person(s) by an insured.

- c. Paragraphs a. and b. above do not apply if **Coverage B Personal and Advertising Injury Liability** is excluded either by the provision of the Commercial General Liability Coverage form or by endorsement.

23. SUPPLEMENTARY PAYMENTS

Paragraphs b. and d. of Supplementary Payments – **Section I Coverage A and B** are replaced by the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the “bodily injury” coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added under paragraph 6. of **Section IV – CONDITIONS**:

- d. Your failure to disclose all hazards existing as of the inception date of the policy shall not in itself prejudice the coverage otherwise afforded by this policy, provided such failure to disclose all hazards is not intentional.

25. VOLUNTARY PROPERTY DAMAGE

A. INSURING AGREEMENT

Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE of the COMMERCIAL GENERAL LIABILITY COVERAGE PART**, we will pay, at your request, without regard to liability, for “property damage” to the property of others provided:

- 1. Such “property damage” occurs while such property is in your care, custody or control, or property of others over which you are, for any purpose, exercising physical control; and
- 2. Such “property damage” arises out of “your work” away from premises owned by, rented to, or occupied by you.

B. ADDITIONAL CONDITIONS

The insurance afforded by paragraph **A. INSURING AGREEMENT** of this endorsement is subject to the following additional terms and conditions:

- 1. Subject to a \$50,000 Annual Aggregate, the most we will pay for Voluntary Property Damage because of “property damage”, to which the coverage provided by this Voluntary Property Damage coverage applies, arising out of any one “occurrence” is a \$25,000 “Occurrence” Limit regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.

The “Occurrence” Limit is included within and is not in addition to the Each Occurrence Limit applicable to **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY of the COMMERCIAL GENERAL LIABILITY COVERAGE PART**.

- 2. The Annual Aggregate of this Voluntary Property Damage coverage is the most we will pay for all “property damage” to which the Voluntary Property Damage coverage provided by this endorsement applies.
- 3. The Annual Aggregate applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Annual Aggregate.
- 4. Any and all damages paid under the terms and conditions of this Voluntary Property Damage coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
- 5. Our obligation under this endorsement to pay damages on your behalf applies only to the amount of damages in excess of \$500. The deductible amount applies to all damages because of “property damage” as the result of any one “occurrence” regardless of the number of persons or organizations who sustain damages because of that “occurrence”.
 - a. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any “suits” seeking those damages; and
 - (2) Your duties in the event of any “occurrence”, claim or “suit”; apply irrespective of the application of the deductible amount.
 - b. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

6. Settlement – In the event of loss covered by this Voluntary Property Damage coverage, you shall, if requested by us, replace the property or furnish the labor and materials necessary for the repairs thereto at actual cost to you, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become our property. Payment hereunder shall not constitute an admission of your liability or, except as stated herein, of ours.
7. The insurance provided by this coverage is excess over any valid and collectible property insurance (except the deductible portion thereof) available to the insured, such as, but not limited to, Building coverage, Personal Property coverage, Builder's Risk coverage, Installation Risk coverage, or similar coverage. The Other Insurance Condition of your policy is amended accordingly.

C. EXCLUSIONS

Solely for the purposes of the insurance afforded by this endorsement, Paragraph 2. **EXCLUSIONS of SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended as follows:

1. Subparagraphs (3), (4) and (5) of Exclusion j. Damage to Property do not apply to the extent that coverage is provided by Paragraph A. **INSURING AGREEMENT** of this coverage.
2. The following exclusions are added:

The insurance provided by this coverage does not apply to "property damage":

 - a. To personal property held by you for servicing, repair, storage or sale at premises owned by, rented to or occupied by you.
 - b. To any property if the work out of which the damage arises was performed on your behalf by a subcontractor.
 - c. To property owned by, or rented by, an insured or any "employee" of the insured.
 - d. To property that is money and securities.
 - e. Included within the "explosion hazard", the "collapse hazard", or the "underground property damage hazard", unless such coverage is provided by the policy to which this endorsement is attached.

All other Exclusions, Terms and Conditions of the Policy to which this Voluntary Property Damage coverage is attached continue to apply.

D. DEFINITIONS

The following additional definitions apply:

"Explosion hazard" includes property damage arising out of blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

"Collapse hazard" includes "structural property damage" and any resulting "property damage" to any other property at any time.

"Structural property damage" means the collapse of or structural injury to any building or structure due to:

- (a) grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or
- (b) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.

"Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.

"Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by or occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving.

26. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

This provision does not apply to any written contact formed or executed after performance has begun.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name of Person: Blanket

Organization Name: Blanket

SPECIMEN

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2022
Insured **Robinson Engineering LTD**

Policy No. **WC0000004886BU** Endorsement No.
Premium **Included**

Insurance Company
Harleysville Worcester Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)



Interoffice Memo

Date: June 21, 2022

To: Village Board of Trustees

From: Kristin Thirion

Subject: Liquor License Classification "P" Adjustment

Due to the recent closure of Salina's Pizza and catering (formerly located at 7551 175th Street), a reduction of one Class P license is proposed.

THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

ORDINANCE
NO. 2022-O-051

**AN ORDINANCE DECREASING THE NUMBER OF CLASS “P” LIQUOR
LICENSES THAT CAN BE ISSUED IN THE VILLAGE OF TINLEY PARK**

MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O’CONNOR, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2022-O-051

AN ORDINANCE DECREASING THE NUMBER OF CLASS “P” LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE OF TINLEY PARK

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to Title XI, Chapter 112, Section 22 of the Village Code, liquor licenses may be authorized by the President and Board of Trustees of the Village of Tinley Park and the number of liquor licenses authorized to be issued for each class shall be kept on record in the office of the Village Clerk; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the said Village of Tinley Park and its residents to amend Title XI, Chapter 112, Section 22 of the Village Code to establish the number of liquor licenses available in the Village;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as finding of fact as if said recitals were fully set forth herein.

SECTION 2: Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Village Code, the number of Class “P” licenses that can be issued by the Village shall be and is hereby decreased from one (1) to zero (0) (this decrease in the number of Class “P” liquor licenses reflects the closure of Salina’s Pizza and Catering, formerly located at 7551 175th Street).

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That this Ordinance shall be in full force and effect from and after its adoption and approval.

PASSED THIS 21st day of June, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 21st day of June, 2022.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2022-O-051, “AN ORDINANCE DECREASING THE NUMBER OF CLASS “P” LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 21, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21st day of June, 2022.

NANCY M. O’CONNOR, VILLAGE CLERK



Interoffice Memo

Date: June 21, 2022
To: Village Board
From: K. Thirion
Subject: Engagement Letter – Klein, Thorpe & Jenkins, Ltd.

The approval of Klein, Thorpe & Jenkins, Ltd.'s Engagement Letter would authorize the Village to utilize their services as its Administrative Hearing Officer.

KTJ

KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

June 1, 2022

VIA EMAIL ONLY

Honorable Michael Glotz
Village President
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477

**RE: KLEIN, THORPE & JENKINS, LTD. ENGAGEMENT LETTER TO PROVIDE
LEGAL SERVICES TO THE VILLAGE OF TINLEY PARK**

Dear President Glotz:

On behalf of Klein, Thorpe and Jenkins, Ltd., thank you for the opportunity to submit this engagement letter to continue providing legal services to the Village of Tinley Park (“Village”) as its administrative hearing officer. Our firm will bill the Village for our professional services based on the time we spend working on matters referred to us in tenth (0.10) of an hour increments. Our rates for services are those in the fee schedule attached hereto in **Tab 1**.

We will render monthly billing statements to the Village indicating the current status of your account, both for services rendered and for costs incurred on your behalf. The amount shown as due on these statements, if any, shall be payable no later than thirty (30) days after the date of the statement.

Please review the enclosed Fee Agreement in **Tab 2** and contact me should you have any questions. If acceptable, please sign and date the Fee Agreement and return the same to us.

We are honored to continue serving the Village as its administrative hearing officer. If you have any questions that are not answered in this letter, please do not hesitate to contact me by email at jaguisinger@ktjlaw.com or by office phone at (312) 984-6462.

Respectfully,

KLEIN, THORPE & JENKINS, LTD.



Jason A. Guisinger

TAB 1

FEE SCHEDULE

Our minimum time increment for billing purposes is one-tenth (.1) of an hour. Substantive phone communications are billed at a minimum of three-tenths (.3) of an hour, and, if longer, the billing is fixed in one-tenth (.1) increments of an hour. The firm does not bill for secretarial or clerical work nor for any consultations within our firm. We provide itemized monthly statements with date, description and time spent.

A. LEGAL SERVICES FOR ADMINISTRATIVE HEARING OFFICER:

\$215.00 per hour for partner's time
\$195.00 per hour for associate's time
\$105.00 per hour for paralegal's time

B. MISCELLANEOUS EXPENSES:

Miscellaneous expenses incurred are billed as follows:

Copying	20¢ per page
Printing	actual cost
Delivery	actual cost
FAX	no charge
Filing Fees	actual cost
Mileage	no charge
Computer Research	actual cost
Secretarial	no charge

Tab 2


Fee Agreement

The undersigned, Michael Glotz, Village President of the Village of Tinley Park (“Village”), having first been duly authorized by the corporate authorities of the Village, has reviewed the Engagement Letter from the law firm of Klein, Thorpe and Jenkins, Ltd. (“KTJ”) dated June 1, 2022, a copy of which is attached hereto and made a part hereof. The undersigned understands the scope of services outlined in the Engagement Letter and agrees that the services set forth therein comprise the legal services KTJ is authorized and directed to undertake on behalf of the Village. The undersigned also has reviewed the proposed hourly fee structure in the Engagement Letter and finds the proposed fees to be fair and reasonable. The undersigned also acknowledges and agrees that the Village shall be responsible for payment all fees and costs incurred within the scope of services as outlined in the Engagement Letter.

Village of Tinley Park

Klein, Thorpe and Jenkins, Ltd.

By: _____
Michael Glotz, Village President


By: _____
Jason A. Guisinger, Partner

Date: _____, 2022

Date: June 1, 2022

**PUBLIC
COMMENT**

ADJOURNMENT