RESOLUTION
NO. 2019-R-074

A RESOLUTION APPROVING A CONTRACT FOR THE REPLACEMENT OF THE VILLAGE
HALL CONDENSING UNIT AND EVAPORATOR COIL

JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER

Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park.
RESOLUTION NO. 2019-R-074

A RESOLUTION APPROVING A CONTRACT FOR THE REPLACEMENT OF THE VILLAGE HALL CONDENSING UNIT AND EVAPORATOR COIL

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Job Order Contract with F.H. PASCHEN, a true and correct copy of such Contract being attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1, subject to review and revision as to form by the Village Attorney.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 16TH day of July, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Berg, Brady, Brennan, Galante, Glotz, Mueller

NAYS: None

ABSENT: Vandenberg

APPROVED this 16th day of July, 2019, by the President of the Village of Tinley Park.

Village President PRO-TEM

ATTEST:

Village Clerk
CERTIFICATE

I, KRISTIN A. THIRION, 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 Resolution No. 2019-R-074, "A RESOLUTION APPROVING A CONTRACT FOR THE REPLACEMENT OF THE VILLAGE HALL CONDENSING UNIT AND EVAPORATOR COIL." which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of July, 2019.

KRISTIN A. THIRION, VILLAGE CLERK
VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the Village of Tinley Park, an Illinois home-rule municipal corporation (the "Village"), and F.H. Paschen, S.N. Nielsen & Associates LLC (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed One Hundred Thirty Thousand, Eight Hundred Thirty Three and 14/100 Dollars ($130,833.14). Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than thirty (30) calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.

3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.

4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than $10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.

5. Time is of the essence on this Contract. The Contractor shall complete all work under this Contract by the dates set forth below:
services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.

12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

14. This Contract may only be amended by written instrument approved and executed by the parties.

15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.

16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.

17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.

18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.

23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.
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.

F.H. Paschen, S.N. Nielsen & Associates LLC
Name of Contractor (please print) Submitted by (signature)

Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.

B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

F.H. Paschen, S.N. Nielsen & Associates LLC
Name of Contractor (please print) Submitted by (signature)

Title
F.H. Paschen, S.N. Nielsen & Associates LLC

BY: [Signature] 8/9/19
Printed Name: Anthony Fred
Title: Vice President

VILLAGE OF TINLEY PARK

BY: [Signature] 8/6/2019
Jacob Vandenberg, Mayor
(required if Contract is $20,000 or more)

ATTEST:
[Signature] 8/6/2019
Village Clerk
(required if Contract is $20,000 or more)

VILLAGE OF TINLEY PARK

BY: [Signature] Date
Village Manager
Job Order Contract
Detailed Scope of Work

Job Order Number: 068506.00
Job Order Name: Village of Tinley Park - Village Hall Main Office Area HVAC
Contractor Name: F. H. Paschen, S. N. Nielsen & Associates LLC
Location: 591 - 16250 S. Oak Park Ave. Tinley Park, IL 60477
           16250 S. Oak Park Ave.
           Tinley Park, IL 60477

Detailed Scope of Work

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this Detailed Scope of Work:

Brief Scope of Work:
We would like to request pricing to replace the existing condensing unit and evaporator coil (Village Hall Main Office Area) that is original to construction, approximately 30 years old. Multiple failures in the past years have warranted for replacement. We would like for the new unit to be a Carrier/Trane/Or like in kind but overall a more efficient system.

Detailed Scope of Work:

Tinley Park Village Hall HVAC

- Disconnect and remove existing humidifier and dispose.
- Disconnect and remove existing Trane R-22 condensing unit and dispose.
- Furnish and install one (1) Carrier 30 Ton R410A dual circuit condensing unit.
- Furnish and install one (1) custom made dual stage evaporator coil to match the existing.
- Furnish and install new thermal expansion valves and solenoid valves on the new coil.
- Furnish and install new refrigerant piping from the condensunit unit to the air handler.
- Leak check system and evacuate to Industry Standards.
- Charge system with R-410a refrigerant.
- Provide a crane.
- Furnish and install all necessary electrical connections.
- Furnish and install all control work to existing BAS (by TAC).
- Start and check operation.
- This proposal includes a four (4) year manufacturer warranty.
- This proposal excludes permit fees or bonds.
- This proposal excludes any premium time or overtime. Work is assumed to be performed during normal working hours.
- This proposal excludes any unforeseen conditions.
- This proposal excludes work not described above.
- This proposal excludes the removal and disposal of any hazardous material.

Detailed Scope of Work - 068506.00
## Job Order Contract

### Proposal Review Detail - CSI

**Date:** June 24, 2019  
**Work Order #:** 068506.00  
**Title:** Village of Tinley Park - Village Hall Main Office Area HVAC  
**Contractor:** 11-082 - F. H. Paschen, S. N. Nielsen & Associates LLC  
**Proposal Value:** $130,833.14  
**Proposal Name:** Village of Tinley Park - Village Hall Main Office Area HVAC Rev 02  
**Proposal Submitted:** 08/24/2019

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Proposal Review Detail - CSI  
Page 1 of 7  
6/24/2019
**Proposal Review Detail - CSI Continued..**

Date: June 24, 2019

Work Order #: 068506.00

Title: Village of Tinley Park - Village Hall Main Office Area HVAC

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*Contractors Note:* Recovery of refrigerant prior to demo. Excludes labor.

**Category 1:**

| 15   | 23 09 23 00-0006 | HR   | EMCS System Software Programming And Graphics Programming | $15,216.88 |
|      |            |      | Quantity | Unit Price | Factor | Total |
|      |            |      | 63.00 | 200.98 | 1.2016 | $15,216.88 |

*Contractors Note:* TAC controls for the Village Hall scope of work

| 16   | 23 09 23 00-0009 | HR   | EMCS On-Site System Diagnostics Field Technician | $28,921.59 |
|      |            |      | Quantity | Unit Price | Factor | Total |
|      |            |      | 127.00 | 189.49 | 1.2016 | $28,921.59 |

*Contractors Note:* Line item labor costs per Murphy & Miller's cost breakdown for all mechanical work required for the Village Hall Condenser. Line item labor does not include insulator, electrical or crane labor hours.

| 17   | 23 23 13 00-0016 | EA   | 1 3/8" Refrigeration Valve, Packed | $742.14 |
|      |            |      | Quantity | Unit Price | Factor | Total |
|      |            |      | 4.00 | 133.31 | 1.2016 | $640.65 |

*Contractors Note:* Install new valves. Excludes labor.

| 18   | 23 23 13 00-0027 | EA   | 1 3/8" Check Valve, Refrigeration | $1,022.64 |
|      |            |      | Quantity | Unit Price | Factor | Total |
|      |            |      | 6.00 | 131.74 | 1.2016 | $949.95 |

*Contractors Note:* Install new check valves. Excludes labor.

| 19   | 23 23 13 00-0039 | EA   | 1 3/8" Solenoid Valve, Refrigeration | $1,964.13 |
|      |            |      | Quantity | Unit Price | Factor | Total |
|      |            |      | 8.00 | 194.21 | 1.2016 | $1,867.21 |

*Contractors Note:* Install new solenoid valves. Excludes labor.

**Category 1:**

| 20   | 23 23 16 00-0084 | LF   | 1-3/8" Outside Diameter ACR Copper Tubing, Annealed | $3,611.17 |
|      |            |      | Quantity | Unit Price | Factor | Total |
|      |            |      | 320.00 | 5.45 | 1.2018 | $2,085.94 |

*Contractors Note:* Copper tubing required for new condensing unit refrigerant line installation. Excludes labor.

| 21   | 23 23 16 00-0097 | EA   | 1 3/8" Copper Tee Sweat Straight ACR | $305.92 |
|      |            |      | Quantity | Unit Price | Factor | Total |
|      |            |      | 5.00 | 22.87 | 1.2018 | $137.43 |

*Contractors Note:* Copper Tee as required for refrigerant line installation. Excludes labor.

| 22   | 23 23 16 00-0108 | EA   | 1 3/8" Short Radius 90 Degree Elbow, ACR | $970.81 |
|      |            |      | Quantity | Unit Price | Factor | Total |
|      |            |      | 20.00 | 20.68 | 1.2018 | $497.06 |

*Contractors Note:* Copper elbows as required for refrigerant line installation. Excludes labor.
### 26 - Electrical

<table>
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**Category:** Electrical

| 32   | 26 05 13 00-0185 | EA | 250 To 500 MCM Cable Termination Without Stress Cone, Medium Voltage To 5 KV | **$3,116.80** |
|      | 8.00 x 217.18 x 1.2018 = | Installation | Total |
| 5.00 x 107.00 x 1.2018 = | Demolition | Total |
| **Contractors Note:** Terminate existing power cables and termination of power cables within unit. |

**Category:** Electrical

| 33   | 26 05 29 00-0007 | LF | 1-5/8" Wide x 1-3/8" High, 12 Gauge, Steel Unistrut Channel | **$1,142.19** |
|      | 55.00 x 13.79 x 1.2018 = | Installation | Total |
| 55.00 x 3.49 x 1.2018 = | Demolition | Total |
| **Contractors Note:** Replace Unistrut pipe supports |

**Category:** Electrical

| 34   | 26 05 29 00-0154 | EA | 3/4", "J" Type Conduit Hanger (Unistrut J1207) | **$243.54** |
|      | 15.00 x 13.51 x 1.2018 = | Installation | Total |
| **Contractors Note:** Electrical conduit hangers |

**Category:** Electrical

| 35   | 26 05 29 00-0154 | 0123 | For Work In Restricted Working Space, Add | **$29.02** |
|      | 15.00 x 1.61 x 1.2018 = | Installation | Total |
| **Contractors Note:** |

**Category:** Electrical

| 36   | 26 05 33 00-0009 | CLF | 3/4" EMT With 5 #12 THHN/THWN Assembly Note: Includes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available. | **$1,843.21** |
|      | 1.50 x 718.17 x 1.2018 = | Installation | Total |
| 1.50 x 304.30 x 1.2018 = | Demolition | Total |
| **Contractors Note:** conduit / wire replacement for new humidifier. |

**Category:** Electrical

| 37   | 26 05 33 00-0009 | CLF | 3/4" EMT With 5 #12 THHN/THWN Assembly Note: Includes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available. | **$3,686.41** |
|      | 3.00 x 718.17 x 1.2018 = | Installation | Total |
| 3.00 x 304.30 x 1.2018 = | Demolition | Total |
| **Contractors Note:** Furnish and install conduit and wire for air handling unit, condensing unit and water circulation. |

**Category:** Electrical
**Proposal Review Detail - CSI Continued.**

**Date:** June 24, 2019  
**Work Order #:** 068506.00  
**Title:** Village of Tinley Park - Village Hall Main Office Area HVAC

### 26 - Electrical

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**Category:** Electrical  
**Contractors Note:** Duplex receptacles

| 48   | 26 28 16 00-0228 | EA | 100 A Non-Fused, NEMA 3R, Heavy Duty Disconnect Switch, 240 V, 3 Phase | $675.35 |
|      |             |      |      | Installation | 1.00 x 374.64 x 1.2018 = $450.24 |
|      |             |      |      | Demolition   | 1.00 x 167.31 x 1.2018 = $225.11 |

**Category:**  
**Contractors Note:** Remove, salvage and reinstall existing disconnect / safety switch located above the humidifier.

| 49   | 26 28 16 00-0229 | EA | 200 A Non-Fused, NEMA 3R, Heavy Duty Disconnect Switch, 240 V, 3 Phase | $1,758.56 |
|      |             |      |      | Installation | 1.00 x 1,159.93 x 1.2018 = $1,394.00 |
|      |             |      |      | Demolition   | 1.00 x 303.34 x 1.2018 = $364.55 |

**Category:** Electrical  
**Contractors Note:** Disconnect switch for condensing unit

| 50   | 26 29 13 00-0010 | EA | Manual Starter, Size 1, NEMA 1, 480 V, 3 Phase Manual Motor Starter, Toggle Switch Without Pilot Light | $400.62 |
|      |             |      |      | Installation | 1.00 x 256.92 x 1.2018 = $308.77 |
|      |             |      |      | Demolition   | 1.00 x 76.43 x 1.2018 = $91.85 |

**Category:**

**Subtotal for 26 - Electrical:** $14,404.89

### 41 - Material Processing And Handling Equipment

| 51   | 41 01 20 00-0003 | HR | Hoist Or Crane Servicing, Labor Only | $1,453.89 |
|      |             |     | Installation | 16.00 x 75.61 x 1.2018 = $1,453.89 |

**Contractors Note:** Certified signaler and rigger for crane lift.

**Subtotal for 41 - Material Processing And Handling Equip:** $1,453.89

**Proposal Total:** $130,833.14

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**The Percent of NPP on this Proposal:** 32.18%
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY):** 09/21/2018

**I** **DATE (MM/DD/YYYY}**

**ACQ.RD**

**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS 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**

MARSH USA INC.

540 W. MADISON

CHICAGO, IL 60661

Attr: chicago.CertRequest@marsh.com

**INSURED**

F.H. Paschen,

S.N. Nielsen & Associates LLC

5515 N. East River Road

Chicago, IL 60656

**CONTACT**

**NAME:**

**PHONE (A/C No. Ext):**

**FAX (A/C No.):**

**ADDRESS:**

**INSURER(S) AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>Insurer</th>
<th>NAIC #</th>
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<tbody>
<tr>
<td>Insurer A: Zurich American Insurance Company</td>
<td>16535</td>
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<tr>
<td>Insurer B: American Zurich Insurance Company</td>
<td>40142</td>
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<tr>
<td>Insurer C: American Guarantee and Liability Insurance Company</td>
<td>26247</td>
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<td>Insurer D: Indian Harbor Insurance Company</td>
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**COVERAGE**

**NUMBER:** CHI-008665552-06

**REVISION NUMBER:** 3

**INSR TYPE OF INSURANCE**

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<th>INSR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL/SUBVAR</th>
<th>ADJ/WD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>X OCCUR</td>
<td>GLO 5833476-06</td>
<td>10/01/2018</td>
<td>10/01/2019</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<td></td>
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<td>DAMAGE TO RENTED PREMISES (Ea occurrence) $300,000</td>
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<td>MED EXP (Any one person) $10,000</td>
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<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
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<td>GENERAL AGGREGATE $2,000,000</td>
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<td>PRODUCTS - COM/PF AGG $2,000,000</td>
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<td>A</td>
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<td>4 OCCUR</td>
<td>BAP833474-06</td>
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<td>10/01/2019</td>
<td>COMBINED SINGLE LIMIT (Ea accident) $1,000,000</td>
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<td>UMBRELLA LIABILITY</td>
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</table>

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

Village of Tinley Park are included as additional insured (except Workers' Compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation is applicable where required by written contract. The Umbrella policy is follow form subject to policy terms, conditions, and exclusions. XCU-Explosion, Collapse, Underground is included on the General Liability policy.

**CERTIFICATE HOLDER**

Village of Tinley Park

16250 S. Oak Park Ave.

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**

of Marsh USA Inc.

Manashi Mukherjee

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