

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2022-0814

Contract #:

Start date: 3/13/2023

End date: 12/31/2025

Amount:

Contingency Amount:

Department: Recreation and Parks

Contract Type: Professional Services

Contractors Name: Power Wellness Management, LLC

Status of Ownership: N/A

Status of Sub: N/A

Certification: Attached Self-Certifying Did not disclose

Contract Description: Orland Park Health & Fitness Center Management Services.



VILLAGE OF ORLAND PARK

14700 Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2022-0814

File ID: 2022-0814

Type: MOTION

Status: PASSED

Version: 0

Reference:

Controlling Body: Board of Trustees

File Created Date : 10/11/2022

Agenda Entry: Orland Park Health & Fitness Center Management Services

Final Action: 10/17/2022

Title: Orland Park Health & Fitness Center Management Services

Notes:

Sponsors:

Res/Ord Date:

Attachments: OPHFC Mgt. Services Evaluation, Orland Park-HPA Proposal, Power Wellness Response_RFP 22-046

Res/Ord Number:

Drafter:

Hearing Date:

Department

Effective Date:

Contact:

Related Files:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Recreation and Parks Department	10/11/2022	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	10/17/2022	APPROVED				Pass

Text of Legislative File 2022-0814

...Title

Orland Park Health & Fitness Center Management Services

History

In October 2016, the Village contracted with Power Wellness to operate the OPHFC for the period of January 1, 2017 through January 1, 2020. On September 20, 2019, the Village extended the Management Agreement for a three-year term from January 2, 2020 up to and including January 1, 2023 with an option to extend the Agreement for a two-year period up to and including January 1, 2025.

In 2022, the Village chose to explore the market for other medically oriented fitness center operators. RFP 22-046 was issued September 2, 2022 with a proposal due date of September 19, 2022 for this purpose. The Village received proposals (attached) from Healthplex Associates Inc. and Power Wellness.

Healthplex Associates, headquartered in Saint Marys, Georgia, operates 13 centers employing 423 staff. Centers managed are hospitals, universities and medical facilities. Managed facilities range in size from 16,000 sq. ft. to 50,000 sq. ft.

Power Wellness, headquartered in Lombard, Illinois, operates 30 centers employing 2,200 employees including 70 in a home office which supports managed centers. Centers managed are owned by hospitals, universities and municipalities. Managed facilities range in size from 5,000 sq. ft. to 140,000 sq. ft.

The evaluation committee conducted interviews with both firms providing each an opportunity to review the firm's qualifications, experience, staffing plan, 5-year pro forma, protocols for injuries, marketing plans, membership retention, proposed programming including group exercise and personal training, experience overseeing pools, facility maintenance expectations and financial reporting. These, and additional criteria (see attached) were graded by the committee. Out of a potential total of 180 points, Power Wellness earned 147, while Healthplex Associates earned 112.

Each firm's five-year pro forma, transition plan, and willingness to adhere to the Village's opening/closing protocols were evaluated independent of scoring.

Healthplex Associates (HPA)

*Pro forma: HPA projects a net loss of \$152,932 in year one, growing to a total net gain of \$1,353,695 over a five-year period.

*Transition Plan: HPA would conduct a series of open house type of events for members and staff as an opportunity to meet HPA staff, learn of any changes, and become comfortable with an expected seamless transition. HPA expects to offer positions to current staff at the same hourly/salary, filling openings by being competitive in the market place. Additional details can be found on p.28 of HPA's proposal.

*Opening/Closing Protocols: HPA opening/closing of the facility would be in full compliance with the Village's expectations.

Power Wellness (PW)

*Pro forma: PW projects a net gain of \$6,001 in year one, growing to a total net gain of \$782,153 over a five-year period.

*Transition Plan: No transition necessary (current operator)

*Opening/Closing Protocols: PW opening/closing of the facility would be in full compliance with the Village's expectations.

HPA projects lower expenses by \$786,069 and higher revenues of \$571,542 over a five-year period in comparison to PW. However, the evaluation committee believe HPA's proposal underestimates expenses, while over-estimating revenues.

HPA expense projections do not include funds for service contracts, equipment replacement, miscellaneous or unforeseen expenses. Power Wellness includes \$81,689/yr. to service building systems (HVAC, boilers, pumps, alarms, pest control, etc.); \$72,500 for fitness equipment replacement and \$32,253/yr. for miscellaneous expenses.

During the interview with HPA, the candidate shared that all IT and telephone expenses would reside with the Village. This would result in a substantial start-up cost, as well year-round support from the Village's IT Department. Power Wellness is supported by a corporate IT

division. IT expenses related to upgrades and replacement are within Power Wellness' operating budget averaging \$58,324 per year with little burden to the Village. HPA projects club operating software at \$13,000/year within the supplies and other budget line item within the HPA pro forma.

In evaluating staff salaries, wages, benefits and commissions, HPA projects a first year expense of \$1,852,073; Power Wellness projects salaries, burden and burden ancillary at \$1,791,699. Over a 5-year period, HPA projects total salaries, wages, benefits and commissions to be \$9,803,507; Power Wellness' projects total salaries and burden and burden ancillary at \$9,273,176. (Note: The Power Wellness total includes Janitorial Services which are broken out in the pro forma).

HPA's staffing plan (proposal p.9), appears to be a generic plan and does not address the specific operation of the OPHFC. This plan includes an event assistant at 48 hrs./wk., a basketball coach at 6 hrs./wk., a full-time youth sports program coordinator at 40 hrs./wk., a full-time aquatics program lead at 40 hrs./wk. and swim instructors at 66 hrs./wk. Many of these positions duplicate efforts at the Sportsplex and could negatively impact participation in programs offered by the Recreation & Parks Department.

Overall, HPA projects a monthly FTE of 35.23 while PW projects a monthly FTE of 33.08.

Additionally, some of HPA's hourly wages appear to be inconsistent with the local market. Massage therapists are budgeted at \$15/hr. as compared the Center's current rate of \$32.44/hr. Additional discrepancies include group exercise instructors at \$75/hr. as compared to current rate of \$28.65/hr.,

Evaluating revenue projections, HPA's proposal is heavily dependent upon enrollment fees averaging \$111,110/yr. as compared to Power Wellness's \$16,234/yr. While this may seem encouraging, the trend in the fitness industry is to offer reduced, or no enrollment fees with month-to-month memberships. This reliance on high enrollment fees could be met with resistance, affecting overall membership enrollment and peripheral revenues.

HPA projects personal massage revenues at \$107,514/yr. and personal training revenues at an average of \$364,624/yr. In 2021, the OPHFC earned \$38,809 in massage revenue and \$99,914 in personal training revenue. While the projected numbers are attractive, these seem unrealistic. Comparatively, Power Wellness projects \$59/456 per/yr. in massage revenue and \$135,283 in personal training revenue/yr.

Programmatically, HPA's proposal includes a total of 50 group exercise classes per week, four of which are water based. The current OPHFC October schedule offers 76 classes, 30 which are water based. Power Wellness' proposal includes 75 per week with 26 water based classes. HPA's proposal also assesses fees for classes typically included free with the membership. A reduction in classes, and assessing a fee for classes which are currently included in the membership may impact retention, as well as sales.

The OPHFC maintains a certification, led by Power Wellness employees with the Medical Fitness Association (MFA). In 2019, the OPHFC was named the MFA Facility of the Year out of 47 MFA certified facilities around the country. There are currently 44 MFA certified facilities including the OPHFC. This certification recognizes the OPHFC's operations, staff, programming and emergency protocols as possessing the medical expertise to serve clientele safely and effectively. Serving a membership which is 40.93% senior based, many of whom experience

medical challenges, this is an imperative qualification and skill. Power Wellness engages in a well-rehearsed emergency response protocols which are proven to effectively serve the OPHFC's membership.

HPA commented that while they could earn an MFA certification, many owners are reluctant due to the initial cost, and therefore HPA self-certifies staff in emergency protocols. HPA creates a facility operating manual customized for each facility.

Evaluating the quality of each firm's proposal, Power Wellness has submitted well-detailed and superior plans for member retention and engagement. Power Wellness conducts random daily surveys, and utilizes digital comment cards to engage members. In addition to a yearly survey, PW takes an extra step by measuring its Net Promoter Score (NPS). The NPS measures on a scale of 1 - 10 how likely a member would recommend a friend or colleague to the Center. In 2021, the OPHFC earned a score of 71, representing a category of excellent. In 2018, 2019 and 2020, the OPHFC earned scores of 73%, 76% and 70%. The NPS score is benchmarked against all industries. PW's score consistently ranks among NPS leaders.

HPA conducts two types of surveys. One is an annual member survey which is compared to previous surveys of the center and benchmarked against other HPA managed centers. The second is an ad hoc survey of a select group of members to gain immediate feedback which can be quickly utilized for improvements.

References for both HPA and PW provided positive affirmations related to each's qualifications.

HPA references noted memberships of 3000 - 3200 with one noting that "all are not paying members". Another noted that due to lagging membership revenues the facility's focus was shifted to personal training. In relation to P & L, references commented that revenues were good, but less than expected. One shared the facilities' goal is to reduce losses from an initial \$500,000/yr. to \$200,000/yr. In one of the HPA managed facilities, only the general manager is an HPA employee. The rest of the staff are hospital employees. HPA's references included hospital administrators which oversee the financial performance of the hospital's HPA manages wellness center.

Power Wellness references noted memberships of just below 4,000 to over 7,500. Employees at each center are Power Wellness employees. References shared that PW revenues have met expectations, while working within the owner's expense constraints. A community college in Michigan noted that PW operates at a financially self-sustaining level outside of capital expenses, while another noted that PW was profitable before the pandemic and is working towards achieving this again. Each commented on PW's corporate resources and support. PW's references include one hospital, one university and one community college.

While both HPA and PW have a level of qualification needed to operate the OPHFC, staff believe PW is the more capable operator of this important Village asset. PW is keenly aware of the Orland Park community, local economies and competition. Additionally, staff believe PW provides the most probable opportunity to achieve financial success based on realistic projections and direct experience operating the Center for over 20 years. As such, staff recommends awarding a three-year contract to Power Wellness, with an optional two-year renewal commencing on January 2, 2023.

Financial Impact

The 2023 budget includes funds for the OPHFC which includes \$3,221,875 in expenses and \$3,202,376 in revenues.

Recommended Action/Motion

I move to approve awarding a three-year contract to Power Wellness, commencing January 2, 2023, with a 2-year renewal option;

AND

To authorize the Village Manager to enter into a contract with Power Wellness subject to Village attorney review.



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
Power Wellness FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made March 13, 2023 by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and POWER WELLNESS MANAGEMENT, LLC (hereinafter referred to as "Consultant") for the performance of certain professional services for the Village in connection with Orland Park Health & Fitness Management Services (hereinafter referred to as the "Project", the "Work", or the "Services").

WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the "Parties"), the Parties agree as follows:

1. **Scope of Work:** The Consultant agrees to and shall timely perform and fully complete the "Scope of Services" as set forth in:

Village of Orland Park RFP 22-046 detailed Scope of Work is attached hereto and made a part of this Agreement as **Exhibit A** (the "Work" or the "Project"). The terms, conditions and specifications set forth in this Agreement, the Village's Request Request For Proposal ("RFP"), and/or any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Consultant. Any provisions in the Consultant's Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's RFP shall be void to the extent of such conflict or inconsistency and the terms of the Village's RFP shall control.

All acts performed by Consultant as outlined in Exhibit A pursuant to the terms of this Agreement shall be for the account and benefit of Village and at Village's expense, except such acts which are in breach of this Agreement or outside the scope of Consultant's authority under this Agreement or which constitute - negligence or willful misconduct.

Notwithstanding any else in this Agreement to the contrary, the Village and the Consultant understand, acknowledge, and agree that the Orland Park Health and Fitness Center is to remain open 7 days per week. Monday – Friday, 5 a.m. – 10 p.m., Saturday, 6am – 7pm and Sunday 7a.m. – 7p.m and shall be open all holidays except Christmas Day ("Open Hours") unless otherwise approved by the Village in writing. Under no circumstances shall the Consultant close the Orland Park Health and Fitness Center during Open Hours for any reason without the Village's prior written approval.

Repairs and Maintenance: Throughout the Term, Consultant and Village will work collaboratively to identify necessary equipment and repairs and maintenance. Responsibility for such repairs and maintenance are outlined in **Exhibit A**. Consultant shall not be responsible for causes beyond its reasonable control including Force Majeure Causes and the unavailability of funds from Village.

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IT Equipment and Software: Consultant will utilize certain information technology hardware/equipment (the "IT equipment") to provide the Services, as set forth in Exhibit A. On behalf of and at the cost of Village, as set forth in the Operating Budget, the Consultant will specify, procure, configure and install the IT equipment required to run and support applications necessary for the efficient operation of the Facility. The IT equipment will be owned by Village. The IT equipment will be housed at the Facility, and it is required that all such applications reside on Consultant's private wide area network and Consultant shall be responsible for the safe keeping and security of the IT equipment throughout the Term of this Agreement. Upon termination of this Agreement, Consultant will work with Village to timely and securely remove the IT equipment, owned by Consultant, from Consultant's private wide area network and execute any assignment documents that may be necessary to demonstrate Village's ownership of all IT equipment.

Consultant will also utilize certain software systems to provide the Services. Consultant's software includes both proprietary software developed by Consultant and software obtained from a third party(s) and configured or further developed by Consultant specific for Consultant's use. All software licensing, support and maintenance to be charged on a monthly, quarterly or annual basis as a Reimbursable Expense will be provided in the Operating Budget. Any changes, enhancements to the software not routinely provided to customers at no cost under maintenance programs, will be charged to Village as a part of the subscription and costs as set forth in the Operating Budgets. Upon expiration or termination of this Agreement, Consultant shall provide the IT transition services set forth in this Agreement. If Village desires, at time of expiration or termination, Consultant will work with Village to provide out of contract pricing for proprietary software and provide vendor contact information for non-proprietary software.

Marketing: Consultant will provide marketing and social media services for the Facility in accordance with Village's brand standards. Village shall have approval of all public facing material prior to publishing or distribution. Consultant will charge a monthly retainer fee as delineated in the annual marketing and operating budget. The marketing fee, provides unlimited access for marketing support covering: annual marketing plan; campaign creation and management; coordination of all marketing projects; all direct mail prospect lists; corporate call lists; design for all direct mail pieces; design of all center collateral (flyers, signage, brochures, etc.); design of all social media and emails graphics/communications; social media support; stock images for collateral pieces; website management and support; website hosting; management of all center digital directories; blog posts; monthly meetings; sourcing and negotiations for media buys (print, billboard etc.). The marketing fee does not cover annual demographic studies; printing costs; postage for mailings and photo shoots or other services provided by third party. Such costs will also be delineated in the annual marketing and operating budget.

2. **Payment:**

A. **Compensation:** The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:

A not-to-exceed amount as set forth on **Exhibit B** ("Contract Price") unless otherwise approved by the Village in writing. Such not-to-exceed amounts relate solely to operating expenditures that are specifically outlined in Exhibit B. Exhibit B will be reviewed annually and adjusted as appropriate in accordance with Village budget process. Exhibit B revenues are intended as and will represent an estimate of the projected revenues for such year based upon assumptions believed by Consultant to be reasonable at the time of preparation. Consultant will use its best efforts to achieve budgetary goals reflected in the operating budget, however the operating budget cannot be relied upon as an assurance of actual results for each year, and a material failure to achieve the budgetary goals set for in any operating budget shall not constitute an event of default hereunder.

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Consultant will not be held responsible for expenses in Exhibit B which Consultant does not have control over, is not responsible for, or those unfavorable expenses variances that are directly tied to favorable revenue variances. Those items include:

- Equipment and facility repairs
- Capital purchases
- Equipment purchases
- Utilities
- Village's insurance or other pass through expense
- Bank fees
- Ancillary service salary & burden
- Ancillary service cost of goods sold
- Sales commissions
- Unbudgeted Village special events
- Any and all operating expenses directly contracted by Village
- Federal, state, or local mandates
- Alarms, fire, and safety
- Taxes, fees, and permits

As delineated in Exhibit B, in addition to reimbursed expenses, Village shall pay Consultant a monthly Management Fee of \$10,833 (\$130,000 annually), increasing by 3% each January 1st of this agreement.

- (i) Subject to the preceding paragraphs as set for above in this Section 2 and Exhibit B, it is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed the Contract Price. Said price shall be the total compensation for Consultant's performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Consultant. In the event the Consultant incurs cost in excess of the sum authorized for service under this Agreement, the Consultant shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Consultant shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Consultant be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Consultant in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by the Consultant or others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Consultant to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Consultant's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Consultant represents, warrants and covenants to the Village that it will not, nor will Consultant have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Consultant as set forth above
- (ii) Notwithstanding anything else in this Agreement to the contrary, the Village and the Consultant understand, acknowledge and agree that under no circumstances shall the Consultant or its employees be paid or compensated in anyway (including Paid Time Off) for days or parts of days the Orland Park Health and Fitness Center is closed, regardless of the reason unless approved by the Village in writing in its sole discretion.

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- (iii) Neither Party shall be liable to the other Party for any failure to perform caused by any circumstances beyond its reasonable control, including strikes, riots, storms, weather disturbances, power outages, anticipated construction interruptions or delays, fires, war or any other catastrophe (each a "Force Majeure Event"). Any failure or delay by a Party in performance of any of its obligations under this Agreement due to a Force Majeure Event shall not be construed as a breach of this Agreement, provided the failure is remedied as soon as practicable under the circumstances. Each Party shall use commercially reasonable efforts to continue to perform, to the extent practical, in the event of a Force Majeure Event, and shall keep the other Party reasonably informed about the status of their ability to perform. Either Party may terminate this Agreement with written notice to the other Party if any Force Majeure Event continues for more than thirty (30) consecutive days. A health pandemic, contagious disease outbreak, or temporary closures or restrictions at the Facility due to a government order is not a Force Majeure Event that falls within this provision.
- (iv) Notwithstanding anything to the contrary contained in this Agreement, Consultant shall be excused from its obligation to operate the Facility in conformity with the terms of this Agreement to the extent and whenever there shall occur any material breach by Village of any provision hereof, after written notice to Village and an opportunity to cure, which breach would prevent Consultant from performing the Services, or Village places a limitation on Consultant's ability to expend funds in respect of the Facility provided that the failure to expend funds by reason of the operation of such limitation shall reasonably prevent Consultant from meeting the terms of this Agreement and Consultant has provided prior written notice to Village of such inability and the reason for such inability to perform. It is expressly understood and agreed that each and every provision contained in this Agreement pursuant to which Consultant is excused from its obligation to operate the Facility in conformity with the terms of this Agreement shall operate without prejudice to any other remedy (including the right to terminate this Agreement) which Consultant shall have under the terms of this Agreement.

B. Invoices: All vendor invoices shall be in the name of Village. On a monthly basis the Consultant agrees to and shall prepare and submit:

A detailed list of all vendor invoices, along with supporting documentation due and payable within vendor due date time frames. Upon approval of invoices, Village shall then fund Consultant's designated bank account. Upon funding, Consultant shall pay, on behalf of Village, vendors within vendor invoice due dates. Failure of Village to fund on a timely basis shall not result in Consultant being held responsible for any vendor late charges. Similarly, Village shall not be held responsible for any late charges due to failure of Consultant to provide detailed vendor listing and supporting documentation for approval.

During the Term, Village shall pay (or direct Consultant to pay from reserves created therefore), prior to delinquency, all real property, personal property, use taxes or other taxes assessed against the Facility. Consultant acknowledges that Village is exempt from State sales, use and related taxes, and all purchases made for the Facility should be made in Village's name and for Village's benefit, in order to secure such tax exemptions. Consultant shall use Village's exemption certificate only for purchases made on behalf of Village for the Facility as permitted under this Agreement.

C. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for

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Services properly performed to the date of termination Upon the request of the Consultant, the Village will inform the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

- D. **Records:** The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.
3. **Contract Documents:** The term "Contract Documents" means and includes this Agreement and Exhibits A, and B
4. **Time is of the Essence; Dates of Commencement and Completion; Progress Reports:**
- A. **Time is of the essence in this Contract.** The Services to be performed by the Consultant under the Contract Documents shall commence on **April 1, 2023** (hereinafter the "Commencement Date"), and shall be completed no later than December 31, 2025 (hereinafter the "Completion Date"), provided however the Village shall have the right and option in its sole discretion to extend this Agreement for up to an additional two (2) years at the compensation set forth on Exhibit B for years 2026 and/or 2027 and subject to the terms set forth in this Agreement .
- B. **Progress Reports.** The Consultant must prepare and submit monthly reports as outlined in Exhibit A. Services Completed by Consultant shall be provided within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).
5. **Venue and Choice of Law:** The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
6. **Non-assignability:** The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.
7. **Notices and Communications:** Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Ray Piattoni
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: (708)403-6283
Facsimile: _____
Email: rpiattoni@orlandpark.org

To the Consultant:

Name: Brain Hummert
Power Wellness
A851 Oak Creek Drive
Lombard, IL, 60148
Telephone: (630)570-2600
Facsimile: N/A
Email: bhummert@powerwellness.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

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8. Right to Alter Scope of Services Reserved: The Scope of Services will be reviewed, and adjusted as agreed upon by both parties, during the annual budget process.
9. Not Used
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
 - B. Consultant shall promptly upon receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.
 - C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.
 - D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided as requested to the Village by the Consultant until such incident, claim, or complaint is fully resolved.
 - E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Work:

- (i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

- (ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

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B. Insurance Required:

Consultants Insurance

The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, sub-consultants, and other agents, and:

(i) Commercial General Liability:

- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
- (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.
- (c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Consultant and all sub-consultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.

(ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.

(iii) Workers' Compensation Insurance:

Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials,

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employees, agents and volunteers” for losses arising from work performed by the Consultant for the Village.

(iv) Professional Liability:

- (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract.
- (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

(v) Umbrella Policy:

If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker’s Compensation and Professional Liability coverages.

- (vi) Cyber Liability Coverage: for losses arising out of the Consultants work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.

C. Deductibles and Self-Insured Retentions: Intentionally omitted.

D. All Coverages:

- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - (a) Allowing work by Consultant or any sub-consultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- (iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.

E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best’s rating of no less than A-, VII and approved to do business in the State of Illinois.

F. Verification of Coverage: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the “Village of Orland Park, its officers, officials, employees, agents and volunteers”, as additional insureds (except on Professional Liability and Workers Compensation), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

G. Sub-consultants: Consultant shall include all sub-consultants as insureds under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for sub-consultants shall be subject to all of the requirements stated herein.

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- H. Assumption of Liability: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any sub-consultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any sub-consultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any sub-consultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all sub-consultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every sub-consultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Consultant and Sub-consultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any sub-consultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any sub-consultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every sub-consultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any sub-consultant's insurance.
- L. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

- A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or resulting from the performance of the Work by the Consultant, its employees, or sub-consultants, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials,

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employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.

- B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
- F. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Ownership and Confidential Information:

Ownership. Any materials or brochures, records, data, information, artwork, images, reports, formulas, processes, ideas, inventions, techniques, documentation, databases, computer programs, fitness assessment forms, fitness and exercise programs, marketing and operational materials (including charts, notes, outlines and drafts) developed or generated by Consultant for the use by Village or the Facility in connection with the Services provided pursuant to this Agreement ("Work Product") and all data collected from Facility clients, participants, Village or affiliates ("Data") are works made for hire owned by Village as of the date of creation and are not, at any time during or after the term of this Agreement, to be utilized, distributed, copied or otherwise employed by Consultant (except to provide Services for the Facility), without the prior written consent of Village. To the extent Consultant uses pre-existing templates in providing the Services hereunder, that Consultant uses in the performance of services to its other clients, Village shall have ownership rights only in the data in the records prepared exclusively for Village and shall have no ownership in the general templates. The Parties acknowledge and agree that the other Party has its own intellectual capital, goodwill, technical know-how, membership related data and documents, computer programs, data, financial reports, policies, procedures, secret shop forms, membership surveys, sales reports, forms, marketing materials, quality assurance and control materials, forms and documents training and education materials, expertise and best practices that such Party has developed, and ownership rights to those materials are not transferred to the other Party. For example, the materials developed by Consultant through its general consultant and management services and practices shall be considered "Consultant Owned Materials". Any Consultant Owned Materials provided to Village for use at the Facility shall remain the sole and exclusive property of Consultant.

Village shall retain all ownership rights to Village's website and the Facility website, and all content contained therein, as well as all of Facility's and Village's trademarks and service marks. As agreed upon, Village and Consultant may enter into a licensing agreement for any Consultant proprietary work product and programs (including programming and software).

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Confidential Information:

A. Parties warrant that they shall not disclose, use, sell, rent, trade, or otherwise provide the other Parties Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.

(a) Village's confidential or proprietary information, which shall either be marked "Confidential", or which should reasonably be considered confidential given the nature of the material and circumstances of disclosure, and shall include but not be limited to the following: all sales and marketing information and protocols; marketing plans; client names, addresses or any other client-related information; client accounting, policies, procedures, forms and reports; cash flows and receivables; short-term and long-term management strategy; business data; financial records; income and expense information; pricing and charging for services; employee flow and placement methodology; procedures to document services provided; revenue and expense monitoring and analysis; client satisfaction information; client intake procedures; client booking procedures; collections procedures and strategies; charge/billing generation and documentation procedures; employee record documentation procedures; fee schedules; fee information; payroll information; billing and payment methodology; copyright; trademark; personnel information; volume of business; strategic plans; administrative policy; quality management procedures; information related to earnings and other financial information; assets; patient and participant information, research, and all other information deemed by Village to be confidential and proprietary.

(b) Consultant's confidential or proprietary information, which shall either be marked "Confidential", or which should reasonably be considered confidential given the nature of the material and circumstances of disclosure, shall include but not be limited to the following (except as used by or related to the Village or the Facility, while this Agreement is in effect) or thereafter: all Consultant sales and marketing information and protocols; proprietary programming and/or marketing plans protected by trademark or copyright; secret shop forms; membership surveys; Consultant's other client names, addresses or any other information regarding Consultant or Consultant's other clients, including accounting, policies, procedures, forms and reports; cash flows and receivables; short-term and long-term management strategy; business data; financial records; income and expense information; pricing and charging for services; employee flow and placement methodology; procedures to document services provided; revenue and expense monitoring and analysis; client satisfaction information; client intake procedures; client booking procedures; collections procedures and strategies; charge/billing generation and documentation procedures; employee record documentation procedures; fee schedules; fee information; payroll information; billing and payment methodology; personnel information; volume of business; strategic plans; administrative policy; quality management procedures; information related to earnings and other financial information; assets; and all other information deemed by Consultant to be confidential and proprietary.

B. The provisions of this Paragraph 13 shall survive any termination of the Contract.

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14. **Professional Standard:** The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:
- A. **Feasibility of Performance.** The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
 - B. **Ability to Perform:** The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
 - C. **Authorized to do Business in Illinois:** The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
 - D. **Certification to Enter into Public Contracts:** The Consultant certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
 - E. **Payment to the Illinois Department of Revenue:** Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
 - F. **Debarment.** The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
 - G. **Interest of members of the Village:** Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
 - H. **Interest of Professional Services Provider and Employees.** Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.
15. **No Conflicts of Interest:** The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

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16. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act (“OSHA”); Illinois Department of Labor (IDOL”), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers’ Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.
17. Equal Employment Opportunity: The Consultant shall be an “equal opportunity employer” as defined in the United States Code Annotated. The Consultant shall be required to comply with the President’s Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.
18. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
19. Intentionally Omitted.
20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney’s fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.
21. Independent Contractor: It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Sub-consultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
22. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, including any extensions approved by the Village, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.

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23. **Advertisement:** The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
24. **Amendments:** No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
25. **Termination; Remedies:** Notwithstanding any other provision hereof, either party may terminate the Agreement in the event of a default by the other party or without cause at any time upon 60 days prior written notice to either party. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services performed through termination, in accordance with Exhibit A.

Upon termination of this Agreement, except as otherwise provided in this Agreement or otherwise required by law, each Party shall promptly (within five (5) days) return to the other Party all property and confidential information of the other Party in such Party's possession or control (which shall include property and confidential information in the possession or control of a Party's contractors or subcontractors), including all copies thereof. Specifically, Consultant agrees to return to Village all records pertaining to the Facility, including but not limited to clients and program participants, financial reports and corporate strategies of Village or its affiliates, product invoices, production reports and procurement documentation, provided that Consultant may retain copies of such documentation to the extent necessary to comply with legal and or auditing requirements, and subject to the ongoing obligation to maintain the confidentiality of such information. Such documentation includes financial reports, operational key indicators, information pertaining to Consultant's insurance obligations

Upon termination or expiration of this Agreement, the parties shall reasonably cooperate to facilitate a seamless transition of all services being provided pursuant to this Agreement, including but not limited to providing Village with all working files, excluding Consultants work product, (defined below) and documents related to the Services in a mutually agreed upon format, and returning (at Village's cost) to Village all Data (defined below) and other property of Village and any affiliates that are in the possession of Consultant.

26. **Restrictive Covenants:** During the term of the Agreement or for a period of 18 months following termination of the Agreement, Village agrees that it will not solicit for employment, attempt to hire or hire the following Consultant's Employees: Director of Operations, Center Director, Operations Manager, Fitness Manager, Member Services Manager, and Medical Integration Coordinator/Supervisor/Manager ("Manager's Leaders") without the express written consent of Manager. Village acknowledges and agrees that if Consultant consents to the hire of Consultant's Leaders by Village, Village shall be obligated to pay Consultant a fee of thirty percent (30%) of the individual's last annual salary earned for the preceding twelve (12) months while employed by Consultant ("Hiring Fee"); provided, however, that Consultant, in its sole discretion, may approve the hire of Consultant's employee(s) by Village without payment of the fee set forth herein. Any such approval by Consultant of Hiring Fee must be written to be effective.
27. **Supersede:** The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.

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- 28. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
- 29. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
- 30. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
- 31. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- 32. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

Power Wellness

VILLAGE OF ORLAND PARK

By: 

By: 

Name: BRIAN HUMMEL

Name: George Kaczvara

Its PRESIDENT & Authorized Agent

Title: Village Manager

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EXHIBIT A
[ATTACH]

Scope of Work as set forth in Consultant's Proposal dated September 19, 2022
and/or in Village Proposal Number RFP 22-046 dated _____

EXHIBIT B
[ATTACH IF REQUIRED]
Schedule of Fees

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MANAGEMENT SERVICES PROPOSAL

Orland Park
Health & Fitness Center
September 19, 2022



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Power Wellness Management, LLC

All rights reserved. This request for information includes data that shall not be disclosed outside of the Village of Orland Park and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this request for information. If, however, a contract is awarded to Power Wellness Management, LLC as a result of—or in connection with—the submission of this data, the Village of Orland Park shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Village of Orland Park's right to use information contained in this data if it is obtained from another source without restriction.



September 19, 2022

Village of Orland Park
Office of the Village Clerk
2nd Floor
14700 S. Ravinia
Orland Park, IL 60462

Re: Request for Proposal #22-046, Orland Park Health & Fitness Management Services

Village of Orland Park, Board of Trustees:

Power Wellness is pleased to submit this proposal in response to RFP #22-046. We have been honored to provide Orland Park Health & Fitness Center (OPHFC) management services on behalf of the Village of Orland Park since the transition from Palos Hospital in 2017. We have enjoyed working with and sincerely appreciate the support of Ray Piattoni, Recreation Division Manager, and Village of Orland Park trustees, executives, associates, and board members.

Since the Center's inception in 2001 Power Wellness has continuously provided Orland Park and its surrounding communities with high quality traditional fitness programming, specialized medically integrated programming, and outstanding customer service, as evidenced by consistently "Excellent" member satisfaction (Net Promoter Score) ratings.

Under Power Wellness management, the OPHFC became one of the first medically based fitness centers to receive Medical Fitness Association (MFA) certification. The MFA's rigorous certification process evaluates medical oversight, programming, staff qualifications, operating policies and procedures and safety protocols. In 2019 the Center Team was proud to achieve a perfect (100%) score on its recertification and honored to be named the "MFA Center of the Year." OPHFC's medically integrated fitness offerings greatly differentiate the OPHFC and are of great value to prospective and current members of all fitness levels and our referring partner physicians.

We believe that Power Wellness is the Village of Orland Park's best choice to provide the level of service and quality programming the Village expects. We are confident we can fulfill the scope of service requirements outlined in the RFP. We welcome the opportunity to continue to improve the lives of your community members.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Hummert", written over a white background.

Brian Hummert
President

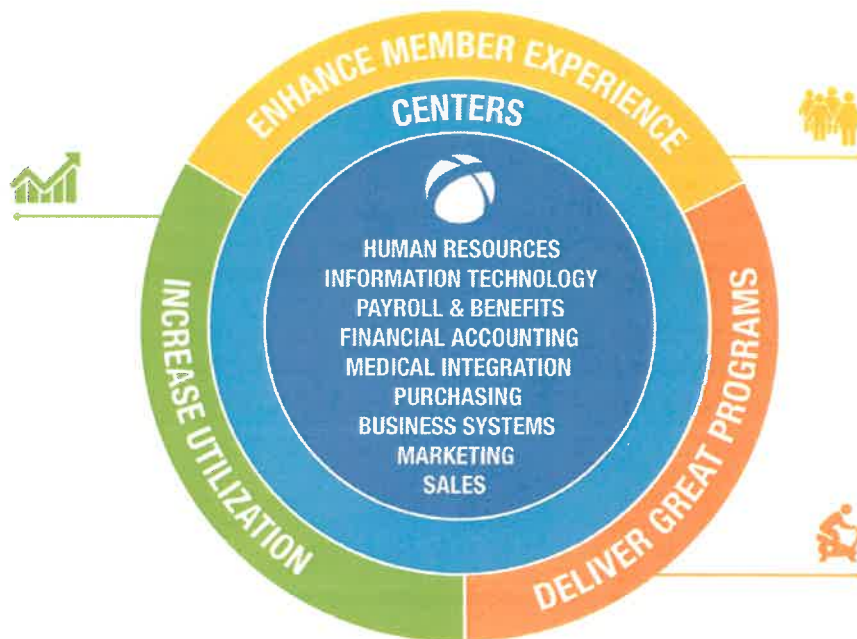
1. EXPERIENCE

Describe the experience of the company and your involvement in projects of similar size and scope.

With over 25 years' experience managing institutional fitness centers for municipalities, healthcare systems, universities, and foundations, Power Wellness is uniquely qualified to be considered for this award. We currently manage 30 community fitness centers across 14 states, including 4 owned by public entities and 8 that are 70,000 square feet or larger. Fourteen of our 30 managed centers are Medical Fitness Association certified.

Power Wellness offers a robust array of fitness programs, both traditional and medically integrated, serving community residents, local employers, and special populations. Our portfolio includes over 70 pools which host a wide variety of programs, events and fitness activities catering to all age groups and abilities.

Our 70+ Home Office professionals support every aspect of operations including Financial Management, Marketing, Sales, Human Resources / Career Pathing, Accounting, Risk Management, Purchasing, Business Systems, IT, and Programming. Exhibit A in the Appendix comprehensively details Power Wellness' support services. The robust Home Office team allows our center team members to focus on customer service, member engagement, and quality programming.



2. REFERENCES

See Required Forms.

3. OPERATING HISTORY

Provide background information including, but not limited to, the age of the business, the number of employees, pertinent financial data which demonstrate the capability of the vendor to meet all contractual requirements.

Since our inception in 1996, Power Wellness has helped develop and manage over 50 institutional fitness centers across the U.S., all integrating community participation:

- Power Wellness currently manages 30 health, fitness, and wellness centers in 14 states, ranging in size from 5k to 140k square feet. Our current client list is available at www.powerwellness.com.
- Power Wellness serves over 90k members, manages 5m visits annually, and employs over 2,200 professionals, including 70+ Home Office support team members.
- Center programming features a wide variety of physical and virtual options including wellness and fitness options for all age groups and abilities.

Power Wellness possesses the financial capability to meet all contractual requirements. The company is in solid financial condition with sufficient cash on hand to meet obligations on a timely basis and has no third-party debt. For year ending 2021 Power Wellness' Reviewed Financial Position reflected \$10.7M in Assets and \$3.7M in Liabilities. A copy of the Balance Sheet can be provided upon request.

30

WELLNESS CENTERS
IN 14 STATES

2,200

EMPLOYEE
TEAM MEMBERS

90K

CUSTOMERS
IN 30 CENTERS

2MM

MANAGED
SQUARE FEET

5MM

ANNUALIZED
VISITS

4. QUALIFICATIONS

List the abilities, qualifications, licenses and experience of the owners, corporate personnel, and each key position which will be directly involved with or oversee and operate the OPHFC.

OPHFC Direct Oversight

Charmaine O'Sullivan / Senior Director, Orland Park Health & Fitness Center

Charmaine has been with Power Wellness 23 years, and has been at the Orland Park Health & Fitness Center (formerly Palos Health & Fitness Center) since its opening.

Charmaine has assisted Power Wellness with transitioning new and existing centers into the Power Wellness portfolio as a Functional Specialist. Charmaine's primary responsibilities include strategic planning, staffing, building revenue, and financial reporting, as well as oversight of day-to-day Center operations. Charmaine is a firm believer in leading by example and aligns herself with Power Wellness' vision and core values.

Jaimie Lehotsky / Senior Director of Operations

Jaimie joined Power Wellness in 1997 and has advanced within our company serving in a variety of roles such as Fitness Manager, Center Director, Senior Director and is now the Director of Operations with oversight of thirteen fitness centers. Jaimie's strengths include leadership development and management, program and strategy development, and customer service and operations management. Prior to beginning her career with Power Wellness, Jaimie was a four-year starter for the Division I Women's Basketball team at Ball State University where she graduated with a B.S. in Exercise Science.

Power Wellness Owners

Ken Gorman / Chairman and CEO

Ken founded Power Wellness in 1996 and has over 25 years of healthcare development and operational experience. Ken's experience includes the planning, development, and operation of institutional fitness centers throughout the Midwest including community colleges, universities, and hospitals. Ken is a graduate of the Wharton School of Business with a B.S. in Finance. Ken currently serves on the boards of Elgin Academy and WINGS (Women in Need Growing Stronger).

Brian Hummert / President and COO

Brian recently celebrated his 25th year with Power Wellness. Brian's experience working with over 50 fitness and wellness centers includes development of ground-up centers, management transition of existing centers, feasibility studies, and operations assessments. Brian's primary responsibilities include strategic planning, business planning, financial analysis, and oversight of operations and support services. Brian believes that Power Wellness' vision and core values are key to associate, member, and client relations. Prior to joining Power Wellness Brian spent 6 years in public accounting, post graduating with honors from Northern Illinois University.

John Danowski / Senior Vice President and CIO

John joined Power Wellness in 2004, bringing 16 years of experience in technology, rapid company growth, and knowledge of global acquisitions and consolidations. John has cultivated a well-rounded team to support daily operations and implement new technologies to support expansion. His expertise in the areas of construction, design and development, environmental systems, information systems, and audiovisual and communications architecture add prudent high-value results in responding to customer needs. John is a Microsoft Certified Systems Engineer and a Microsoft Certified Professional.



Qualifications

Power Wellness Corporate Personnel

Anthony Albert / Vice President of Marketing and Sales

Anthony joined Power Wellness in 2013 and has 15 years of experience in marketing and sales across several industries. Prior to joining Power Wellness, Anthony was the Director of Marketing for two national manufacturing companies. Anthony and his team oversee all of the marketing efforts of our managed centers as well as Power Wellness. Anthony started his marketing career in the sports industry where he held various sales and marketing positions, the most recent being with the National Hockey League. After leaving the sports industry, Anthony oversaw the launch and expansion of a global travel agency into the United States. Anthony graduated with a B.B.A. in Business Management from the University of Alaska Fairbanks where he also completed his MBA in Marketing.

Davi Hirsch / Vice President of Legal Affairs

Davi joined the Power Wellness team in 2016 after serving as Power Wellness' outside counsel starting in 2007. Prior to joining Power Wellness, Davi began her career as a law clerk at the United States Court of Appeals for the Seventh Circuit. Following her clerkship, Davi worked in private practice in the areas of employment law and commercial litigation. Davi also was corporate counsel at Beatrice Companies and its successors and was the Chief Operating Officer at Tiber Group, now a part of Navigant Consulting. Davi has a bachelor's degree in social work from the University of Illinois Champaign-Urbana and a JD from DePaul University College of Law.

Joe Rinke / Director of Employee Success

Joe has been with Power Wellness since November 2021. He has worked in the Human Resources field for the past 30 years, focusing on strategic planning, organizational development, recruitment and retention, training, and employee recognition. Over the past 20 years, Joe has focused his expertise in the healthcare industry. Joe's primary responsibilities include human resources strategic planning, employee development, recruitment, retention, and recognition of our team members. Joe believes that Power Wellness' vision and core values are key to our company. He especially focuses on the passion and humility of our greatest resources, our team members. Joe graduated with honors from Keller Graduate School of Management and is certified as Professional in Human Resources Management (PHR) and Society for Human Resources Management-Certified Professional (SHRM-CP).

Keith Edic / Senior Director of Medical Integration

Keith joined Power Wellness in 2008 and has over 16 years' experience in healthcare, fitness, and employee wellness. Prior to joining Power Wellness Keith was the director of Wellness and Fitness at Valley Health System, serving northern Virginia. Keith's strengths include operations and fiscal management, employee wellness, and medically integrated fitness programming. Keith has previously serviced as a Senior Director and Center Director with Power Wellness. Keith graduated with a B.S. in Exercise Science from Wayne State College and has a Master's in Healthcare Administration from the Medical University of South Carolina.

Tracy Richter / Quality Assurance and Safety Manager

Tracy started her career at Power Wellness in October 2015 at Northwestern Medicine Delnor Health & Fitness Center. Tracy quickly experienced professional growth starting as a Group Exercise Instructor, moving up to Group Exercise Supervisor, and then earning the role of Aquatic Supervisor in that same year. In October of 2018, Tracy moved to the Home Office to assist in the supervision of safety and risk mitigation measures for all Power Wellness managed fitness centers. She was promoted to Quality Assurance and Safety Manager in October of 2020. Tracy will receive her B.A. in Business Administration from Aurora University in December 2022.



Qualifications

Describe proposers experience and qualifications overseeing a lap pool, warm water therapy pool, whirlpools, sauna, and steam room.

Aquatics management is a core expertise. Our team members are responsible for maintenance and safety of over 70 pools in 14 states. Natatoriums include competition, lap, exercise, and warm water therapy pools, serving swim teams, swim students and regular water exercisers. We have a thorough understanding of all major pool systems and aquatics-related employees, i.e., Lifeguards, Certified Pool Operators. Our robust aquatics programs cater to every age group and ability including but not limited to Club Swimming Programs, Individual Swim Programs, Lifeguard Certification, and Swim Meets.

We hire Certified Pool Operators (CPOs) and require current certification for those who maintain and track pool chemicals. Chemical readings are taken by aquatic professionals and overseen by the CPO. If an electronic system is used to get readings, a manual reading is required on a regular basis to calibrate the electronic system.

The vast majority of Power Wellness' managed centers have whirlpools, steam rooms, saunas, or all three in locker rooms and / or shared areas. We have deep knowledge of operation and maintenance for these amenities.



Proposed Fee

5. PROPOSED FEE

Proposals shall include a 5-year, detailed pro forma which includes the expense and revenue detailed below.

Power Wellness' management fee is reflected in the pro forma below. On average the fee proposed fee is \$138k versus the current fee of \$160k. The management fee excludes any pass-through expenses which are accounted for separately in the pro forma.

**Orland Park
Health & Fitness Center**

	Projections				
	2023	2024	2025	2026	2027
Revenues					
Member Services					
Membership Dues	\$ 1,990,419	\$ 2,082,640	\$ 2,158,714	\$ 2,248,022	\$ 2,333,796
Membership Dues Non-Resident	794,262	831,062	861,419	897,056	931,284
Guest Fees	60,000	62,780	65,073	67,765	69,121
Locker Rent	2,496	2,612	2,707	2,819	2,936
Fitness					
Enrollment Fees	15,000	15,695	16,268	16,941	17,280
Special Programs	71,600	74,917	77,654	80,867	83,005
Ancillary					
Café	29,577	30,947	32,078	33,405	34,073
Pro Shop	14,400	15,067	15,618	16,264	16,884
Personal Training/Pilates	124,200	129,954	134,701	140,274	147,288
Massage	54,585	57,114	59,200	61,649	64,732
Medical Integration	13,500	14,125	14,641	15,247	15,552
Child Care	32,337	18,768	19,453	20,258	20,663
Total Revenues	3,202,376	3,335,683	3,457,527	3,600,567	3,736,614
Expenses					
Salaries & Burden	1,152,280	1,169,564	1,187,108	1,204,914	1,222,988
Salaries & Burden - Ancillary	230,450	239,344	245,564	252,587	260,991
Marketing & Collateral	126,600	128,499	130,426	132,383	147,105
Fitness Equipment Maintenance, & Repair	24,000	24,360	24,725	25,096	25,473
Fitness Equipment Replacement	72,500	73,588	74,691	75,812	76,949
Facility Equipment Maintenance & Repair	177,350	179,997	182,683	185,410	188,177
Operating Supplies	176,108	179,836	183,207	186,811	189,976
Chemicals for Aquatic Classes	20,000	20,300	20,605	20,914	21,227
Utilities	374,760	380,381	386,087	391,878	397,757
Alarms Fire and Safety	2,650	2,703	2,757	2,812	2,868
Janitorial Services	408,969	415,103	421,330	427,650	434,064
Insurance	21,000	21,315	21,635	21,959	22,289
Taxes, Fees, Permits, Licenses	17,068	17,324	17,584	17,848	18,115
Management Fees	130,000	134,000	138,000	142,000	146,000
Training, Dues & Education	3,000	3,045	3,091	3,137	3,184
IT Equipment & Software	56,810	57,398	58,259	59,133	60,020
Bank Fees & Miscellaneous	92,262	93,646	95,050	96,476	97,923
Service Contracts	79,268	80,457	81,664	82,889	84,133
Miscellaneous	31,300	31,770	32,246	32,730	33,221
Total Operating Expenses	3,196,375	3,252,629	3,306,712	3,362,438	3,432,460
Net Operating Income	\$ 6,001	\$ 83,053	\$ 150,815	\$ 238,130	\$ 304,154

Detailed Staffing Plan

6. DETAILED STAFFING PLAN

Include a detailed staffing plan exhibiting the proposed operational staffing plan by position, including scheduled hours for each position per day, to appropriately oversee the operations of the OPHFC on a daily basis. Please detail any differential seasonal staffing levels.

Power Wellness employs all on-site staff at the OPHFC, excluding exterior maintenance, which is provided by the Village. The following chart outlines necessary staff by position, hourly rate, FTE, responsibilities, and coverage. There are no seasonal variations in staffing.

Schedule of FTE and Salaries 2023

Position	Hourly Rate	FTE	Responsibilities	Coverage
Admin				
Senior Director	\$ 39.23	0.80	Responsible for ensuring compliance of center operations within the established management agreement, ensures compliance with all Power Wellness policies and procedures, manages center financials, management of center managers, member customer service liaison, facility maintenance oversight, trains MOD's, maintains all center certifications and licenses	Full Time as Scheduled
Business Administrator	\$ 26.01	0.88	Employee onboarding (HR), recruiting, maintains personnel files, oversight for payroll, manages member account changes, center accounts payable oversight	Full Time as Scheduled
Manager On Duty	\$ 16.00	0.30	Provide leadership and support for all employees and center operations during nights/weekends	Nights/Weekends
Manager On Duty Assistance	\$ 17.00	0.30	Provide leadership and support for all employees and center operations during nights/weekends	Nights/Weekends
Educator Class	\$ 34.49	0.02	AED/CPR training	as scheduled
PWM Support	\$ 32.13	1.45	Acctg. / IT / Business Systems / Sales / Operations / Medical Integration	
		3.75		
Member Services				
Member Svc Associate	\$ 15.00	3.50	Oversees interactions at service desk, including: answering phones, point of sale, guest registration, check-ins, appointment scheduling	1 associate at all times, small overlap during busy hours
Mbr Svc Manager	\$ 25.55	1.00	Provides leadership and supervision for Member Svc Associates, Sales Associates, & kids club. Member liaison for comment cards, coordinates community events, approves payroll for member service/sales team	Full Time as Scheduled
		4.50		
Sales				
Sales Lead	\$ 15.30	1.00	Oversees sales department/training, conducts tours, membership agreements, member onboarding, attends community events	Full Time as Scheduled
Sales Associate	\$ 14.54	1.50	Conducts tours, membership agreements, member onboarding, attends community events	Part time as Scheduled
		2.50		
Sales Commissions - Volume Based			Based on meeting established sales incentives	
Fitness				
Fitness Specialist	\$ 16.00	3.75	Oversees all interactions on the fitness floor, maintains a safe environment for all members, schedules fitness appointments, performs assessments/orientations and develops exercise programs, maintains cleanliness of fitness area and equipment, designated first responder for all center safety codes	1 associate on floor at all times, small overlap during busy hours
Fitness Non-Direct	\$ 14.00	0.10	Meetings & trainings	
Fitness Assistant	\$ 13.53	0.15	Oversees all interactions on the fitness floor, maintains a safe environment for all members, schedules fitness appointments and performs assessments/orientations and develops exercise programs, maintains cleanliness of fitness area and equipment, designated first responder for all center safety codes	Part Time as Scheduled
Fitness Manager	\$ 24.53	1.00	Provides leadership and supervision to fitness/group exercise/personal training departments, oversees medical integration and MFA certifications, coordinates all fitness equipment maintenance and repairs, approves payroll of fitness/aerobics team	Full Time as Scheduled
MI Coordinator	\$ 19.00	0.80	Oversees MyFitRx program, insures all assessments and onboarding are completed for program participants, liaison with all medical professionals on MAC committee	Full Time as Scheduled
		5.80		



Detailed Staffing Plan

Schedule of FTE and Salaries 2023 (Continued)

Aerobics				
Lifeguard	\$ 13.00	0.05	Responsible for safety of participants during family swim and birthday parties	as Scheduled
Group Exercise Instructor	\$ 28.65	1.60	Teach regularly scheduled classes, provide modifications and accommodations to various fitness levels while maintaining a safe environment	as Scheduled
Grp.Exer.Supervisor	\$ 22.16	0.55	Creates and maintains the schedule for all land/aqua classes, oversees and manages instructors, maintains safety for all equipment use for classes	20 hours/week
Pilates Instructor	\$ 47.75	0.07	Teach regularly scheduled classes, provide modifications and accommodations to various fitness levels while maintaining a safe environment	as Scheduled
Yoga Instructor	\$ 38.76	0.40	Teach regularly scheduled classes, provide modifications and accommodations to various fitness levels while maintaining a safe environment	as Scheduled
		<u>2.67</u>		
FT Special Programs				
Fitness Special Program	\$ 23.95	0.44	Personal trainers that teach small group training	
		<u>0.44</u>		
Medical Integration				
Fitness & Medical Integration Fitness Floor	\$ 13.71	0.23	Fitness staff that provide support to the MyFitRx participants as well as completing the pre and post assessments	as Scheduled
Fitness & Medical Integration Personal Training	\$ 24.30	0.06	Personal trainers that work with the MyFitRx participants through one on one personal training	as Scheduled
		<u>0.29</u>		
Environmental				
Environ Svc Associate	\$ 14.73	7.00	Responsible for keeping the building clean and safe for all members and guests, includes laundry services, reporting repairs when needed, excepting deliveries of locker supplies, monitoring the locker rooms, refill all locker rooms supplies as required	2 associates at all times during center hours, some night cleaning
Environ Svc Manager	\$ 26.01	0.75	Oversees EVS department and schedule, orders all supplies for department/manages inventory, maintains all SDS binders, facility vendor liaison insuring all PM's are completed on time	Full Time as Scheduled
Environ Svc Lead	\$ 18.00	0.25	Responsible for keeping the building clean and safe for all members and guests, includes laundry services, reporting repairs when needed, excepting deliveries of locker supplies, monitoring the locker rooms, refill all locker rooms supplies as required	as Scheduled
Facilities Technician	\$ 15.09	1.00	Responsible for keeping the building clean and safe for all members and guests, includes laundry services, reporting repairs when needed, excepting deliveries of locker supplies, monitoring the locker rooms, refill all locker rooms supplies as required, responsible for maintaining small daily repairs as well as the deep cleaning of all flooring	Full Time as Scheduled
Facilities Engineer	\$ 20.40	0.50	CPO responsible for draining and cleaning both whirlpools on a weekly basis, responsible for backwashing lap/therapy pool on a weekly basis, insuring all water chemistry meets IDPH requirements on a daily basis, completes small projects as needed: painting, drywall, etc.	
		<u>9.50</u>		
Children's Area				
Child Area Associate	\$ 14.00	0.65	Maintains a fun and safe environment while monitoring children during their visit, leads daily arts and crafts	Part time as Scheduled
Child Area Supervisor	\$ 15.00	1.00	Maintains a fun and safe environment while monitoring children during their visit, leads daily arts and crafts, oversees child area associates and scheduling	Full Time as Scheduled
Child Area Special Prog	\$ 15.30	0.20	Staff all birthday parties	as Scheduled
		<u>1.85</u>		
Personal Training - Volume Based	\$ 21.40	1.35	Fee for personal training services	as Scheduled
Massage - Volume Based	\$ 32.44	0.43	Fee for massage services	as Scheduled
Bonus Potential - Various Managers			Based on meeting center operating goals	
Totals		<u>33.08</u>		
Hours of operation:				
M-F	5am-10pm			
Sat	6am-7pm			
Sun	7am-7pm			

Group Exercise
Schedule

7. GROUP EXERCISE SCHEDULE

Provide a one-month group exercise class schedule for each quarter, with days, times, and class title and brief description which will be included with the membership for land and water-based classes.

Power Wellness has created fitness and wellness programming for members at all levels of health, fitness, and conditioning. Members can choose to participate in a myriad of land and aquatic based programs, including mind/body, HIIT (High Intensity Interval Training), Cycling, and prescriptive fitness. The sample week schedule below summarizes the range of programs offered. It repeats weekly and is updated quarterly based on member demand and instructor availability.

■ Aquatics ■ Cardio / Strength ■ Cycling ■ MS/Parkinson's ■ Special Event ■ Stretch & Mobility ■ Yoga / Pilates						
< > Today September 2022 ▾						
SUN	MON	TUE	WED	THU	FRI	SAT
11	12	13	14	15	16	17
8:30 am - 9:15 am ↻ ■ F.I.T. 11:00 am - 12:00 pm ↻ ■ Hatha Yoga	8:20 am - 9:05 am ↻ ■ Core & More 8:30 am - 9:15 am ↻ ■ Cycle* 8:30 am - 9:15 am ↻ ■ Aqua Aerobics 9:15 am - 10:00 am ↻ ■ Senior Aqua 9:30 am - 10:15 am ↻ ■ Aqua Motion 9:30 am - 10:15 am ↻ ■ Gentle Yoga 9:30 am - 10:20 am ↻ ■ T.B.C. Total Body Conditioning 10:30 am - 11:15 am ↻ ■ Sit & Fit 10:30 am - 11:20 am ↻ ■ Pilates Yoga 10:45 am - 11:30 am ↻ ■ Wet Program 11:00 am - 11:45 am ↻ ■ Tai Chi 11:30 am - 12:15 pm ↻ ■ MS/Parkinson's Exercise 12:00 pm - 12:45 pm ↻ ■ Wet Program 4:30 pm - 5:30 pm ↻ ■ Hatha Yoga* 5:30 pm - 6:15 pm ↻ ■ Zumba	8:30 am - 9:15 am ↻ ■ Cardio Dance 8:30 am - 9:15 am ↻ ■ Aqua Motion 9:00 am - 9:50 am ↻ ■ Barre Blend 9:15 am - 10:00 am ↻ ■ Cycle 9:30 am - 10:15 am ↻ ■ Aqua Aerobics 10:15 am - 11:00 am ↻ ■ Stretch & Restore* 10:15 am - 11:05 am ↻ ■ Pure Strength 12:30 pm - 1:15 pm ↻ ■ Wet Program 6:00 pm - 6:45 pm ↻ ■ Aqua Dynamics 6:00 pm - 7:00 pm ↻ ■ Cycle* 7:00 pm - 7:45 pm ↻ ■ Arthritis Aqua 7:00 pm - 8:00 pm ↻ ■ Flow Yoga	7:00 am - 8:00 am ↻ ■ Sunrise Yoga* 7:00 am - 8:00 am ↻ ■ Sunrise Yoga* 8:20 am - 9:05 am ↻ ■ Core & More 8:30 am - 9:15 am ↻ ■ Aqua Dynamics 9:15 am - 10:00 am ↻ ■ Senior Aqua 9:20 am - 10:10 am ↻ ■ C.S.C 9:30 am - 10:15 am ↻ ■ Cycle Lite* 10:00 am - 10:45 am ↻ ■ Aqua Zumba 10:30 am - 11:15 am ↻ ■ Pilates 10:30 am - 11:15 am ↻ ■ Gentle Yoga 10:45 am - 11:30 am ↻ ■ Wet Program 11:00 am - 11:45 am ↻ ■ MS Aqua 12:00 pm - 12:45 pm ↻ ■ Wet Program 4:30 pm - 5:15 pm ↻ ■ Aqua Aerobics 5:30 pm - 6:15 pm ↻ ■ Body Blast	8:00 am - 8:45 am ↻ ■ Barre Blend 8:30 am - 9:15 am ↻ ■ Aqua Aerobics 9:15 am - 10:00 am ↻ ■ Cycle 9:15 am - 10:00 am ↻ ■ Get On The Ball 9:30 am - 10:15 am ↻ ■ Aqua Motion 10:15 am - 11:00 am ↻ ■ Arthritis Aqua 10:15 am - 11:00 am ↻ ■ Stretch & Restore* 10:15 am - 11:05 am ↻ ■ Body Blast 11:15 am - 12:00 pm ↻ ■ Tai Chi 10:15 am - 11:00 am ↻ ■ Stretch & Restore*	8:30 am - 9:15 am ↻ ■ Cardio Dance 8:30 am - 9:15 am ↻ ■ Cycle 8:30 am - 9:15 am ↻ ■ Aqua Motion 9:30 am - 10:15 am ↻ ■ Aqua Aerobics 9:30 am - 10:15 am ↻ ■ Sit & Fit 9:30 am - 10:30 am ↻ ■ Hatha Yoga 10:15 am - 11:00 am ↻ ■ Senior Aqua 10:30 am - 11:15 am ↻ ■ Gentle Yoga 11:00 am - 11:45 am ↻ ■ MS Aqua 11:00 am - 11:45 am ↻ ■ Parkinson's Fitness 12:00 pm - 12:45 pm ↻ ■ Wet Program	8:00 am - 8:50 am ↻ ■ Cycle 8:30 am - 9:15 am ↻ ■ Aqua Aerobics 9:15 am - 10:05 am ↻ ■ Barre Blend 9:30 am - 10:15 am ↻ ■ Aqua Dynamics 9:30 am - 10:20 am ↻ ■ Body Blast 10:30 am - 11:30 am ↻ ■ Flow Yoga 11:00 am - 12:00 pm ↻ ■ Tai Chi

**Group Exercise
Schedule**

Land Class Descriptions

Studio A

- Body Blast (Int. Adv.): Strength and cardio workout using a variety of equipment. High intensity interval training will be incorporated to boost metabolism and caloric expenditure. Take your workout to the next level
- Cycle (All): A 45-minute group cycling class based on aerobic endurance Training and intervals. Includes jumps, climbs, and sprints.
- Cycle “Lite” (All): Designed for those new to cycle or for those looking for a less intense workout. Learn proper bike set up and riding techniques. Class will conclude with a cool down stretch.
- Core & More (All): Condition the upper body and core muscles using variety of equipment including free weights, body bars, bands, resist-a-balls and much more!
- F.I.T. Fitness Interval Training (All): Class will alternate between intervals of cardio and resistance exercises. Each week instructor will alternate formats of cardio. Concludes with core and stretch.
- MOI Cycle (Int. Adv.): Heart rate based training will guarantee you get the most of your time whether you’re doing the 30 min. boost ride or the 50 min. ride. Class will alternate between endurance, interval or strength rides. Heart rate monitor or fit bit encouraged.
- Pure Strength (All): Build strength, add definition, and decrease body fat by increasing lean muscle! Using a variety of weight training equipment, you will work every major muscle group in this 50 min. class.
- Strong30 (Int. Adv.): A HIIT inspired, full body, no equipment workout where every single cardio and muscle conditioning move is perfectly synced to original music. Instead of counting reps, you train to the beat, pushing past your limits and torching more calories. Torch & Tone in 30 minutes like never before.
- T.B.C–Total Body Conditioning (ALL): Full body workout that will include exercises to increase strength, decrease body fat and improve overall condition. A variety of equipment and body

weight moves will be incorporated and different intensities will be offered as to adjust routine to your own fitness level!

- Tai Chi (All): A flowing combination of stretching, breathing and low-impact movements that is known to improve circulation, mobility, and a sense of well-being.
- Zumba® (All): Latin inspired total body workout w/ toning exercises and fat burning dance moves. Zumba® is a spicy, upbeat mixture of salsa, meringue, hip-hop, belly dance and much more!

Studio B

- Barre Blend (All): This Pilates base workout will focus on strength, toning and balance with the use of the ballet bar, props and mat work.
- Flow Yoga (All): This Vinyasa style class will combine breath and a continuous flow of movement through the poses. Will conclude with deeper asanas and relaxation.
- Hatha Yoga (All): Participants learn how to relax, strengthen, and soothe their bodies and minds while increasing flexibility and strength through various postures and breathing techniques. Concludes with meditation.
- Pilates (All): Condition the core muscles or powerhouse of the body that includes the abdominals, back and gluteus muscles. Participants will experience a heightened awareness of breath and a lengthening of the entire body.
- Stretch & Restore (All): Stretching class includes familiar athletic stretches, and has an emphasis on deep breaths, long holds and settling into position to ensure the full lengthening of muscles and loosening of joints to assist in relaxation. Best to attend post workout.
- Sunrise Yoga (All): Take your yoga experience outdoors this summer! Class will meet on pool patio. In case of inclement weather class will meet in Studio A.

**Group Exercise
Schedule**

Gym

- Cardio Dance (All): A fun- filled low impact cardio workout. Instructor incorporates basic dance moves to give you a great cardio class!
- C.S.C.–Cardio, Strength & Core (All): Class consist of 20 min. of easy to follow cardio, followed by 20 min. strength, and concludes with 10 min. of core and stretch. Combines all your favorite aspects of fitness into one solid workout!
- Get on the Ball (All): Enjoy the many benefits of using the Resist-A-Ball to tone and strengthen the entire body! A variety of equipment will be used to enhance this workout!
- Gentle Yoga (Beg.): A beginner Yoga class designed to meet the needs of seniors and other participants with special needs. Chairs will be used. 45 minutes
- Sit & Fit (All): designed with the older adult population in mind. A variety of equipment will be used. Chairs are incorporated for standing and seated support.

Aqua Class Descriptions

Warm Water Therapy Pool

- Senior Aqua: This class will focus on light cardiovascular conditioning, along with basic aquatic toning. Exercises, equipment will be used. This 45-minute program is a great option for those who are ready for a more challenging workout!
- Wet Program: Taught by a Certified Aquatic Instructor, this class is ideal for those with arthritis, joint replacement, fibromyalgia, chronic pain, etc. Participants engage in a variety of exercises that will improve range of motion and strengthen muscles and joints.
- Arthritis Aqua: This program is geared for individuals with mobility challenges such as arthritis, joint injuries, or surgery. Class will consist of low intensity exercises emphasizing range of motion with the aid of the waters buoyancy and resistance. Exercises designed by the NAF and are led by Certified Instructors.

Lap Pool

- Aqua Aerobics: Put the water resistance to work for you during this high-energy cardiovascular workout. The class concludes with strengthening exercises and a stretch
- Aqua Zumba®: Perfect for those looking to make a splash by adding low impact high-energy aquatic exercise to your fitness routine. Less impact on joints, water creates natural resistance, which means every step is more challenging and helps tone your muscles! Join us for this fun new cardio aqua class!
- Aqua Motion: This class targets all aspects of physical fitness through movement in the water. Creative cardiovascular work will be combined with water resistive training to tone and firm the whole body!
- Aqua Dynamics: A variety of unique movements will be incorporated into this class to work your muscles and keep your heart pumping.
- MS Aqua: This class is designed for individuals with MS. Participants will achieve improvements in muscular strength, balance, coordination, and an increase in circulation. Water exercises help to reduce spasticity, and maintain or improve joint flexibility and range of motion.

**Personal Training
Additional Services,
Events, and Programs**

8. PERSONAL TRAINING

Detail weekly, monthly, and yearly personal training goals in terms of number of sessions per week, month, and year.

One-on-one and small group personal training is currently offered at the OPHFC, to members and non-members, at standard rates for these services. All Power Wellness personal trainers are certified through either the American College of Sports Medicine (ACSM), or the American Council on Exercise (ACE). All personal training is scheduled through appointments for maximum flexibility. Projected personal training goals in terms of number of sessions per week, month, and year are outlined below:

Personal Training Sessions

	2023	2024	2025	2026	2027
Weekly	52	53	54	55	57
Monthly	225	231	235	239	247
Yearly	2,700	2,770	2,815	2,874	2,958

9. SERVICES, EVENTS, AND PROGRAMS

Detail all additional services, programs, events, and incentive programs included with membership and / or available at an additional cost to membership including proposed cost to members, residents, and non-residents.

Power Wellness offers a wide array of services, programs, events, and incentive programs to bond members more strongly to the OPHFC. These programs are offered both onsite and online and are open to members and non-members. All programs are free unless otherwise indicated in marketing materials. Examples of free programs include:

Program/Event/Incentive/Service	Description
MFA "Move 150" Challenge	Member retention program encouraging 150 minutes of exercise during MFA Fitness week. Free for members.
Vendor Fairs	Center hosts two vendor fairs a year, one for crafts and one for businesses in the area. Free for members and open to the public.
Wellness Lectures	Monthly fitness lectures. Free for members.
"Turkey Burn" Fitness Challenge	Month of November members track their visits and earn feathers for every five visits. Two feathers earn a t-shirt. Free for members.
Senior Health Day(s)	Yearly event, vendors related to senior fitness and healthcare providers. Free for members and open to the public.
Member Appreciation Week	Week-long celebration where we offer different events and events for the members. Free for members.

10. MEMBER SERVICES

Provide a detailed plan of what services (i.e., towel service, locker room amenities, fitness assessments, etc.) are included in the membership, or available at an additional cost.

Current OPHFC services and amenities offered to members at no additional cost include:

- Full-service locker rooms with complimentary towel service, shampoo, and conditioner, toothbrushes, make-up wipes, and digitally controlled lockers.
- Supervised and secure childcare for children six weeks to 12 years of age.
- Initial (new member) fitness assessment and six-month follow-up assessment.
- Land and Aquatic Group Fitness, and Workshops.

Services and amenities offered at an additional cost include:

- Spa packages / Massage therapy.
- Personal Training.
- Small Group Training.
- Special Programs, e.g., TRX®, Boot Camp, etc.
- MyFitRx®: Medically Integrated Fitness Pathways, 8-week programs designed to improve the level and quality of physical activity in individuals living with chronic disease or who need additional support. Pathways include Cancer Fitness, Cardiac Fitness, Diabetes Fitness, and Weight Management among others. MyFitRx® participation can be initiated through physician referral or individual choice. Pathways are open to both members and non-members, at \$50 for the former and \$99 for the latter.

11. MARKETING

Provide a detailed membership marketing strategy which details various media over a one-year process, broken down into quarterly detail.

Power Wellness' Marketing department is comprised of 10 marketing professionals with expertise in graphic design, copywriting, social media, public relations, and account management. They provide the OPHFC with market research through Buxton®, detailed annual marketing plans, web site development and maintenance, collateral design and production, special event planning, social media strategies, and public relations.

Power Wellness has developed a proprietary consumer segmentation model of typical medical fitness members in partnership with Buxton®, a leading consumer analytics company. Based on data from over 100K Power Wellness members, this model is used to geolocate high potential members within the OPHFC service area, allowing our marketing department to focus targeted promotional campaigns based on prospect's likes and interests.

Marketing



Orland Park Health & Fitness Center Marketing Plan 2023

Quarter 1

January

- **General Promotion:** \$0 Enrollment January 1-15, 50% Off Enrollment January 15-30.

Audience: Prospective Members in community

Offer: Free Enrollment and 50% off enrollment

Messaging: Health benefits of fitness

Marketing Channels:

- Direct Mail
- Flyer
- Email
- Facebook Wall Post and Ad
- Social Media Ads
- Web Slider / Landing Page

February

- **General Promotion:** 50% Off Enrollment Extended February 1-8

Audience: Prospective Members in community

Offer: 50% off enrollment

Messaging: Health benefits of fitness

Marketing Channels:

- Email
- Facebook Wall Post and Ad
- Social Media Ads
- Web Slider / Landing Page

- **General Promotion:** Sweet Deal Membership Promotion February 13-17

Audience: Prospective Members in community

Offer: \$14 Enrollment

Marketing Channels:

- Email
- Facebook Wall Post and Ad
- Social Media Ads
- Web Slider / Landing Page

March

- **General Promotion:** St. Patrick's Day Special (5-Day Special) March 13-17

Audience: Prospective Members in community

Offer: Join for \$17 (dues and enrollment)

Marketing Channels:

- Email
- Facebook Wall Post and Ad
- Web Slider / Landing Page

- **MyFitRx® Direct Mail/Email Blast:** Medical Integration Program, March 1-31

Audience: Ailment List

Offer: No Offer – Promotion of program

Marketing Channels:

- Direct Mail
- Email
- Social Media Ads

- **WWYB (We Want You Back) Email Blast and Call Campaign:** Join for \$17, Members who cancelled

Audience: Past Members

Offer: Join for \$17 (dues and enrollment)

Messaging: Enhancements and changes since they were members

Marketing Channels:

- Email
- Sales Outbound Calls

Marketing

Quarter 2

April

- **General Promotion:** Bring a Buddy Campaign, April 1-15.
Audience: Current members to refer new members
Offer: Member guests are free
Guests can join, Free Enrollment
Member, Free month of dues
Marketing Channels:
Email
Facebook Wall Post and Ad
Web Slider / Landing Page

May

- **General Promotion:** Free Enrollment and \$25 May Dues May 1-10, Free Enrollment May 11-22
Audience: Prospective Members in community
Offer: Free Enrollment May 1-10 and \$25 May Dues
Free Enrollment May 11-22
Marketing Channels:
Direct Mail
Flyer
Email
Facebook Wall Post and Ad
Social Media Ads
Web Slider / Landing Page

June

- **Sales Call Drive:** \$1 Enrollment Fee June 1-30
Audience: Prospective Members in community
Offer: Join for \$1 Enrollment
Marketing Channels:
Email
Sales Outbound Calls
- **Retention Campaign:** Titan Challenge, All Month – Prizes determined by center
Audience: Current Members
Offer: Participate in 3 out of 4 weekly challenges for a T-shirt
Marketing Channels:
Flyer
Email
Facebook Wall Post

Quarter 3

July

- **General Promotion:** July 4th Special, July 1-14
Audience: Prospective Members in community
Offer: \$17.76 Enrollment
Marketing Channels:
Email
Facebook Wall Post and Ad
Social Media Ads
Web Slider / Landing Page

August

- **WWYB (We Want You Back):** Pay Enrollment and August is Free, Members who cancelled
Audience: Past Members
Offer: Free Enrollment and August is Free
Messaging: Enhancements and changes since they were members
Marketing Channels:
Direct Mail
Email
Social Media Ads
- **MyFitRx® Direct Mail/Email Blast:** Medical Integration Program, August 15-31
Audience: Ailment List
Offer: 25% off Enrollment to program
Marketing Channels:
Direct Mail
Email
Social Media Ads

September

- **General Promotion:** Labor Day Promotion, 50% Off Enrollment Fee Sept. 4-8
Audience: Current Members
Offer: 50% Off Enrollment
Marketing Channels:
Email
Flyer
Social Media Ads
Web Slider / Landing Page



Marketing

Quarter 4

October

- **General Promotion:** October Campaign, Free Enrollment and \$150 FitFunds, 50% Off Enrollment and \$75 in FitFunds
Audience: Prospective Members in community
Offer: Free Enrollment and \$150 FitFunds Oct. 2-10
50% off Enrollment and \$75 in FitFunds Oct. 11-23
Marketing Channels:
 - Direct Mail
 - Flyer
 - Email
 - Facebook Wall Post and Ad
 - Social Media Ads
 - Web Slider / Landing Page

November

- **General Promotion:** Black Friday Special
Audience: Prospective Members in community
Offer: Join Nov. 20-27 Free Enrollment and two Personal Training sessions
Marketing Channels:
 - Email
 - Facebook Wall Post and Ad
 - Social Media Ads
 - Web Slider / Landing Page
- **Retention Campaign:** Turkey Burn, All Month – Prizes determined by center
Audience: Current Members
Offer: T-shirt and prize drawing
Marketing Channels
 - Flyer
 - Email
 - Facebook Wall Post

December

- **General Promotion:** Pre Holiday-Special, Free Enrollment Dec. 1-15
Audience: Prospective Members in community
Offer: Free Enrollment
Marketing Channels:
 - Email
 - Facebook Wall Post and Ad
 - Social Media Ads
 - Web Slider / Landing Page

12. MEMBERSHIP SALES/RETENTION

Describe the membership sales and retention program and processes the firm will utilize.

Power Wellness has a team of 3 Home Office specialists who support the 3-person sales team at the OPHFC. Home Office sales support services include:

- Recruitment and training of on-site sales team members.
- Salesforce® CRM management and training.
- Strategic sales planning and weekly center sales monitoring.
- Collaboration with Marketing on promotional campaigns.
- Local employer outreach strategies.
- Physician outreach education strategies.

OPHFC sales associates are responsible for:

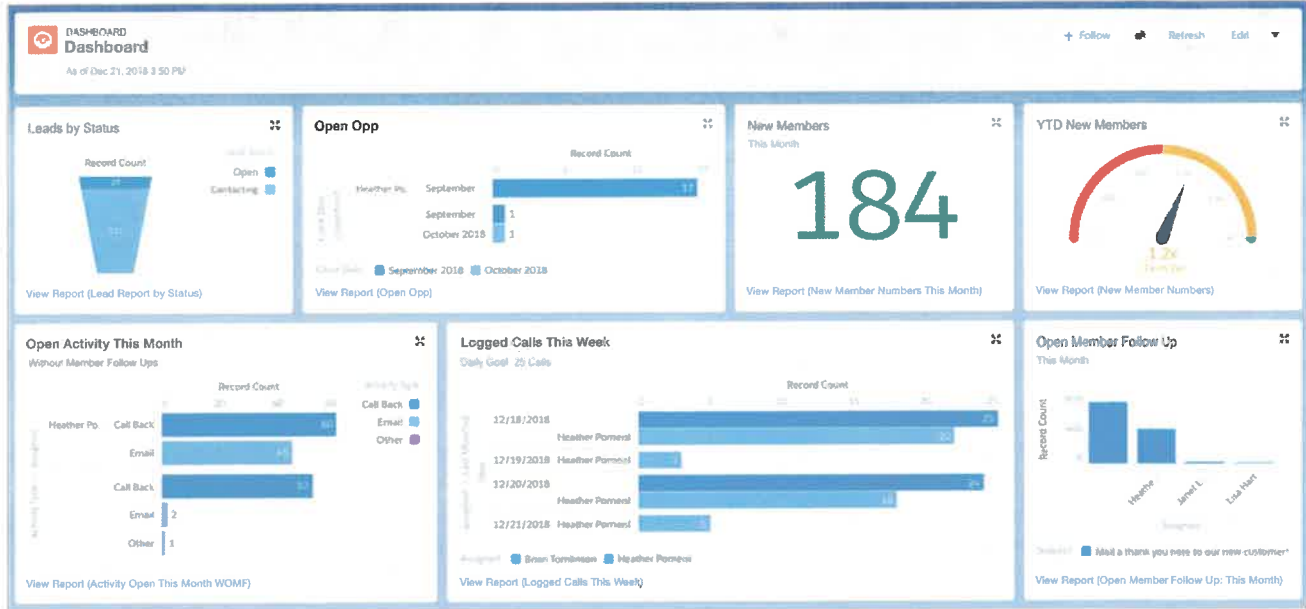
- Community outreach / events.
- On-site facility tours.
- Response to website leads.
- Process and onboard new members.
- Develop and participate in member retention programs.
- Day-to-day member account changes.
- CRM administration.

Our consultative sales approach focuses on the sales process, CRM, scripting, follow-up, and closing techniques. This approach results in higher conversion rates, with more engaged members who spend more on ancillary services and are more likely to renew their memberships. Whether potential members join or not, they walk away viewing the OPHFC as wellness experts with a commitment to health and wellbeing.

Physician and corporate outreach are enhanced with the help of our healthcare clients facilitating introductions via their physician groups, business development or occupational health teams. This unified approach heightens membership growth and further aligns the fitness center with the healthcare system's mission.

**Membership Sales/
Retention**

Graphic – Benchmark Comparable CRM Dashboard



Member engagement touchpoints are vital to preventing membership attrition. OPHFC member retention strategies include remembering birthdays, sharing personalized social media messaging, and offering members frequent ways to connect with the Center and share their thoughts about their experiences there. These strategies increase what Power Wellness calls “stickiness,” measured by how many members continue their membership per month. OPHFC average member retention of 77% - the best in the Power Wellness portfolio - reflects the strength of these member engagement programs and tactics.



13. COLLECTIONS

Detail the collection process of past due accounts.

Proactive efforts are made (via email and check-in alert messages) to avoid past due balances by reminding members to update their billing information if their form of payment is expiring. However, should a membership go into arrears, Power Wellness uses a variety of methods to attempt to collect past due membership balances.

The center's Home Office liaison (Business Systems Membership Accounting Associate) initiates several strategies to help the Center with collections. The BSMA will generate a list of EFT returns for unsuccessful billing attempts. After the first missed payment an e-mail will be sent to the main member on the past due account

alerting them of the past due balance along with a request for payment. The BSMA will also send the center's Business Administrator pre-filled labels so the member will be notified of the past due balance via mail. The member is notified by phone as well. Finally, an alert message is also added to the member's account so the Member Services Associate can issue a reminder at check-in.

If attempts to collect remain unsuccessful after a second billing period, the entire membership will be cancelled and written off as bad debt. Accounts terminated due to bad debt are flagged. Should the member wish to rejoin notification of the debt ensures an attempt at collection.

14. INCIDENTS

Provide sample(s) of incident report forms including use and follow-up protocols.

Incident Reports are completed whether or not there is a need for any type of preventative measure, e.g., medical treatment, clean-up, etc. As part of the submission, Incident Reports are accompanied by any supporting documentation including but not limited to photos and additional witness statements.

The procedure for completing Incident Reports is summarized below:

1. At the scene of the incident, printed copies of blank Incident Reports are used for note-taking.
2. A direct supervisor, Manager on Duty, or designated employee on site uses the notes to complete the final, .pdf version of the Incident Report
3. Incident Reports must be completed in full (all sections) within 24 hours of an incident.
4. A copy of the Incident Report is created and saved in a designated file before submission to the Primary and Secondary Contacts in the Quality Assurance and Safety (QAS) department.

5. Incident Reports are to contain facts only; opinions, assumptions, and medical advice are not to be included.
6. A completed report is given to the Administrative Liaison or designee for the 24-hour follow-up.
7. If a member or guest seeks medical treatment or emergency medical services / ambulance is summoned, the Primary Contact at QAS must be called once the incident is under control.
8. All employee incidents are reported to the Primary Contact immediately.
9. A follow-up call is made within 24-hours of the incident.
10. After the 24-hour follow-up call the completed Incident Report is emailed to both Contacts in the QAS.

A sample Incident Report can be found in the Appendix.

15. EMERGENCY RESPONSE

Provide a detailed protocol for various types of emergency medical responses.

All OPHFC team members are trained to use the following Emergency Codes:

RED	Fire/Smoke	GRAY	Weather Watch
BLUE	Non-Responsive Individual/Medical	BLACK	Severe Weather
YELLOW	Responsive Individual Needing Help	ORANGE	Bomb Threat
GREEN	Utility Failure	WHITE	Security/Safety Threat
PINK	Infant/Child Abduction	SILVER	Active Shooter/Hostage Setting

Provide a narrative detailing how inappropriate behavior (i.e., swearing at staff, fighting, arguing with members, theft) will be handled including recommended consequences for each behavior.

OPHFC practices a “Zero Tolerance” policy with respect to inappropriate, dangerous, and/or threatening behaviors. This policy is in place to promote a safe and respectful environment for members and guests, and to allow associates to effectively complete work responsibilities. OPHFC associates reserve the right to dismiss a patron without warning whose behavior is overtly rude, threatening, demeaning, unlawful and/or endangers his or her own safety, staff safety and the safety of other patrons.

Inappropriate behaviors and recommended consequences for each include:

- When a Center rule is broken, staff will review the rule with the patron and issue a verbal warning.
- If the action persists, the patron is asked to leave the facility for the remainder of the day. A suspension from the Center may result.
- 1st offense will result in a 30-day suspension.
- 2nd offense will result in a 60-day suspension.
- 3rd offense will result in a 90-day suspension.
- Depending on severity, first suspensions can start at 90 days.
- Photography / Videography is prohibited in locker rooms and will result in a minimum 30-day suspension.
- Fighting will result in a minimum 60-day suspension and may result in a permanent ban from the Center.
- Police assistance may be necessary in cases of certain inappropriate behavior, theft, or a direct threat to members, guests, and/or staff. Patrons who exhibit aggressive or violent behavior will be asked to leave and may result in a response from the Orland Park Police Department, which could lead to potential permanent Center suspension.
- In the event of a disciplinary action involving a minor, or parent or guardian may be contacted.

16. CLEANING

Provide a detailed cleaning plan for all operational hours, as well as third-shift cleaning.

Power Wellness requires a thorough daily cleaning of all its managed centers. Cleaning plans are based on our Environmental Services Policies, a three-part, 104-page manual of procedures and checklists. Plans cover all Center features, amenities, and equipment throughout the entire facility. Third-shift cleaning at the OPHFC is split into three areas. A sample cleaning log is below. Additional logs are available upon request.

Women's Locker Room												
EVERY HOUR	Sanitize lockers and benches	Dump out/ disinfect Suit Extractor	Counter tops/ Sinks/ handles	Mirrors	Sanitize showers/ remove hair from drain	Toilets	Inspect Sauna Steamroom Whirlpool	Refill Liquids	Paper product check	Empty towel Bins	Inspect floor (sweep when needed)	Empty trash
Time	Initials	Initials	Initials	Initials	Initials	Initials	Initials	Initials	Initials	Initials	Initials	Initials
4:00 AM												
5:00 AM												
6:00 AM												
7:00 AM												
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17. CUSTOMER SATISFACTION

Describe in detail the method(s) used to measure customer satisfaction, and the frequency this will be conducted.

Power Wellness uses multiple strategies to measure program impact and member satisfaction with associates and facilities. A random selection of members are surveyed on a daily basis to assess satisfaction. All members are sent a detailed survey once a year. Both the daily and annual surveys include the Net Promoter Score loyalty metric detailed below.

In addition to member surveys, access to digital “Comment Cards” is available on all center websites. Hard copy “Comment Cards” are available at the Member Services desk of all Power Wellness managed centers.

Comments and complaints are addressed promptly by center staff, by phone, email or in person.

Net Promoter Score

Member loyalty is measured and enhanced by Net Promoter Score (NPS) surveys, distributed daily on a randomized basis and annually to all members. The NPS is calculated based on responses to a single question: “How likely is it that you would recommend the [fitness center] to a friend or colleague?”. The scoring for this answer is based on a 0 to 10 scale, whereby 9-10 are Promoters, 5-8 are Neutral and 1-4 are Detractors. The net promoter score is calculated by subtracting the Detractors from the Promoters. Power Wellness’ managed centers consistently rank in the “Very Good” or “Excellent” categories. OPHFC has consistently received “Excellent” Net Promoter Scores.

Engage CEM

Member engagement is measured daily via Engage CEM, our software that tracks member interactions during day-to-day operations.

Our Member Service Managers are trained and scripted to handle member concerns identified via NPS scores below 5 (Detractors) received via random daily surveys or written comment cards. The Member Service Manager or Center Director will personally contact any Detractors, via phone and/or email, to address their concern and with the authority to resolve the concern, if possible. If the concern cannot be immediately resolved, the Member Service Manager or Center Director will collaborate with the appropriate department Manager or Supervisor to address the concern and respond to the member in a timely manner.

18. FINANCIAL AND MEMBERSHIP REPORTING

Provide examples of financial and membership reporting which will be utilized to demonstrate financial performance and membership breakdown.

Transparent, comprehensive financial management and reporting is part of our support services. Financial and operations key indicator reporting is completed monthly and includes the following:

Sample financial and membership reports are to the right and on the following pages:

<i>Orland Park Health & Fitness Center Balance Sheet August 31, 2022</i>	
<i>Assets</i>	
Current Assets	
Cash	\$122,463
Accounts Receivable - Members	9,172
Accounts Receivable - Client & Other	24,653
Inventory	3,440
Other Current Assets	228,653
Total Current Assets	<u>388,381</u>
Total Assets	<u>\$388,381</u>
<i>Liabilities & Equity</i>	
Current Liabilities	
Accounts Payable	\$57,643
Deferred Income	180,424
Accrued Liabilities	96,751
Total Current Liabilities	<u>334,818</u>
Long Term Liabilities	
Intercompany Due To (From)	1,656,521
Total Long Term Liabilities	<u>1,656,521</u>
Total Liabilities	<u>1,991,339</u>
Equity	
Retained Earnings	(1,602,958)
Total Equity	<u>(1,602,958)</u>
Total Liabilities & Equity	<u>\$388,381</u>



Financial and
Membership Reporting

Orland Park Health & Fitness Center
Income Statement
For the 8 Months Ending
August 31, 2022

	<i>Period To Date</i>	<i>PTD Budget</i>	<i>Variance</i>	<i>Last Year</i>	<i>Year To Date</i>	<i>YTD Budget</i>	<i>Variance</i>	<i>Last Year</i>
Members:								
New	105	83	27%	173	1,129	964	17%	1,260
Net New & Reactivated Bridge/Freezes	(25)			(12)	(189)			515
Cancelled	107	84	-27%	113	701	639	-6%	739
Net	(27)	(1)	-2600%	48	239	305	-22%	1,036
Total Members	3,552	3,644	-3%	3,115	3,552	3,644	-3%	3,115
Revenues								
Member Services:								
Membership Dues	\$208,605	\$202,369	\$6,236	\$178,597	\$1,629,279	\$1,608,224	\$21,055	\$1,152,027
Guest Fees	3,284	4,667	(1,383)	2,548	41,101	37,336	3,765	20,082
Locker Rent	159	208	(49)	215	1,726	1,664	62	1,261
	212,048	207,244	4,804	181,360	1,672,105	1,647,224	24,881	1,173,370
Fitness:								
Enrollment Fees/Health Assessments	400	1,250	(850)	1,395	2,240	10,000	(7,760)	2,247
Special Programs	2,058	8,125	(6,067)	3,957	36,934	65,000	(28,066)	26,402
	2,458	9,375	(6,917)	5,352	39,174	75,000	(35,826)	28,649
Ancillary:								
General Medical Integration	1,086	1,875	(789)	2,072	7,695	15,000	(7,305)	8,411
Café	2,021	2,465	(444)	2,072	18,700	19,720	(1,020)	10,800
Pro Shop	1,741	2,000	(259)	1,331	7,431	16,000	(8,569)	8,217
Personal Training/Pilates	13,322	22,050	(8,728)	9,144	79,411	158,025	(78,614)	67,526
Spa/Massage	8,702	3,942	4,760	2,940	63,220	31,536	31,684	17,974
Children's Area	1,491	2,204	(713)	892	15,160	17,560	(2,400)	3,190
	28,363	34,536	(6,173)	18,450	191,618	257,841	(66,223)	116,118
Total Revenue	242,869	251,155	(8,286)	205,162	1,902,896	1,980,065	(77,169)	1,318,137
Expenses								
Salaries & Burden	146,275	151,107	4,833	141,749	1,109,207	1,197,831	88,624	983,810
Other Employee Expenses	3,391	2,859	(532)	2,278	19,713	22,872	3,159	17,688
General Supplies & Services	1,739	2,055	316	105	13,919	16,440	2,521	5,424
Program Supplies	22	70	48	0	268	560	292	199
Environmental Supplies	9,485	7,763	(1,722)	7,666	99,795	62,104	(37,691)	72,202
Cost of Goods Sold	3,531	3,001	(530)	2,859	19,992	24,008	4,016	15,921
Minor Equipment	209	1,050	841	1,095	11,505	8,400	(3,105)	2,279
Repairs & Maintenance/Service Contracts	22,253	17,435	(4,818)	23,251	197,856	139,480	(58,376)	160,366
Marketing & Collateral	6,936	9,383	2,447	5,471	85,928	75,064	(10,864)	59,485
Utilities	26,986	28,766	1,780	29,066	227,538	230,128	2,590	234,305
Bank Fees & Miscellaneous	8,254	7,280	(974)	7,092	61,231	57,482	(3,749)	38,991
CAM, Taxes & Fees	1,895	3,004	1,010	1,874	20,886	24,032	3,146	18,543
Total Expenses	231,075	233,773	2,698	222,507	1,867,837	1,858,401	(9,436)	1,609,213
Net Operating Income	11,794	17,382	(5,588)	(17,345)	35,059	121,664	(86,605)	(291,076)
Major Equipment	4,157	3,667	(490)	0	29,317	29,336	19	0
Management Fees	9,167	9,167	0	8,750	73,333	73,336	3	70,000
Net Income (Loss)	(\$1,530)	\$4,548	(\$6,078)	(\$26,095)	(\$67,591)	\$18,992	(\$86,583)	(\$361,076)
Ancillary Services Net Income (Loss)								
Café (Net)	(\$40)	\$764	(\$804)	\$261	\$3,638	\$6,112	(\$2,474)	\$1,647
Pro Shop (Net)	\$271	\$700	(\$429)	\$282	\$2,501	\$5,600	(\$3,099)	\$1,450
Personal Training/Pilates (Net)	\$7,337	\$8,585	(\$1,248)	\$3,362	\$38,725	\$61,330	(\$22,605)	\$38,050
Massage/Spa (Net)	\$6,971	\$1,072	\$5,899	\$422	\$17,831	\$8,576	\$9,255	\$6,747
Children's Area (Net)	(\$5,388)	(\$3,267)	(\$2,021)	(\$5,534)	(\$33,793)	(\$27,008)	(\$6,785)	(\$37,368)
Total Ancillary Services Net Income (Loss)	\$9,151	\$7,754	\$1,397	(\$1,207)	\$28,902	\$54,610	(\$25,708)	\$10,525



**Financial and
Membership Reporting**

Orland Park Health & Fitness Center	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	YTD
New Members - Actual	234	179	150	91	131	109	130	105	1,129
New Members - Budget	220	150	105	92	130	97	87	83	964
Reactivated Bridge/Freeze	(45)	(52)	(78)	(110)	(82)	(64)	(57)	(37)	(525)
Terminated Bridge/Freeze	(27)	(15)	(21)	(18)	(24)	(20)	(14)	(17)	(156)
New Bridge/Freeze	182	88	49	73	75	119	66	62	714
Net Bridge/Freeze Members	110	21	(50)	(55)	(31)	35	(5)	8	33
Net New & Reactivated Bridge/Freezes	(137)	(36)	29	37	7	(55)	(9)	(25)	(189)
Member Mix									
Community Members	40.68%	41.06%	40.68%	40.29%	40.03%	40.03%	40.07%	39.89%	40.54%
Senior Members	41.22%	40.21%	40.73%	41.18%	41.26%	40.95%	40.93%	41.22%	40.96%
Employee Members	1.98%	2.06%	2.15%	2.27%	2.39%	2.46%	2.51%	2.45%	2.29%
Corporate Members	10.37%	10.34%	10.23%	10.16%	10.11%	9.89%	10.11%	10.16%	10.17%
Student Members	2.56%	2.77%	2.72%	2.65%	2.77%	3.10%	2.96%	2.84%	2.81%
Youth Members	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Child Members	3.19%	3.56%	3.49%	3.45%	3.34%	3.58%	3.41%	3.43%	3.43%
Current Members - Actual	3,326	3,395	3,491	3,529	3,592	3,580	3,579	3,552	3,552
Current Members - Budget	3,483	3,556	3,577	3,592	3,638	3,642	3,645	3,644	3,644
Terminated Members by Reason									
Accounting (BSAC)	5.98%	8.82%	2.83%	1.85%	2.78%	1.15%	3.05%	9.52%	4.50%
Completed Semester	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Deceased	0.85%	2.94%	1.89%	0.93%	0.00%	1.15%	0.00%	0.00%	0.97%
Dissatisfied w/Ctr	3.42%	6.86%	0.94%	3.70%	4.63%	0.00%	1.53%	0.79%	2.73%
Distance/Location	0.85%	0.00%	1.89%	1.85%	0.93%	2.30%	2.29%	1.59%	1.46%
Expired Mbrship (CtrBO)	1.71%	5.88%	1.89%	3.70%	3.70%	2.30%	3.82%	7.14%	3.77%
Financial	1.71%	6.86%	9.43%	1.85%	6.48%	6.90%	11.45%	0.79%	5.69%
Job Change	0.00%	2.94%	0.00%	0.93%	0.93%	0.00%	0.76%	0.00%	0.65%
Lack of Time/Interest	56.41%	41.18%	48.11%	53.70%	36.11%	58.62%	45.80%	46.03%	48.25%
Medical	12.82%	8.82%	10.38%	6.48%	22.22%	8.05%	5.34%	7.14%	10.16%
Move	8.55%	12.75%	16.04%	15.74%	11.11%	16.09%	21.37%	20.63%	15.29%
Other Club	7.69%	2.94%	4.72%	5.56%	8.33%	2.30%	1.53%	1.59%	4.33%
Seasonal	0.00%	0.00%	1.89%	3.70%	2.78%	1.15%	3.05%	4.76%	2.17%
Terminated Members - Actual	111	102	106	108	108	87	131	126	879
Terminated Members - Adjusted	84	74	83	90	75	66	122	107	701
Terminated Members - Budget	76	77	84	77	84	93	84	84	659
Average Length of Stay									
1-3 Months	12.28%	17.65%	15.65%	8.33%	12.96%	7.62%	8.53%	10.32%	11.67%
3-6 Months	11.40%	21.57%	13.91%	25.00%	26.85%	14.29%	17.05%	10.32%	17.55%
6-9 Months	13.16%	12.75%	17.39%	18.52%	15.74%	25.71%	23.26%	24.60%	18.89%
9-12 Months	15.79%	5.88%	13.04%	10.19%	13.89%	14.29%	14.73%	8.73%	12.07%
12-18 Months	9.65%	10.78%	10.43%	11.11%	11.11%	8.57%	17.05%	18.25%	12.12%
18-24 Months	1.75%	0.98%	0.00%	4.63%	0.00%	6.67%	4.65%	5.56%	3.02%
24+ Months	35.96%	30.39%	29.57%	22.22%	19.44%	22.86%	14.73%	22.22%	24.67%
Ancillary Services									
Swim Units									-
Swim Units Budget									-
Personal Training/Pilates Units	209	201	243	189	198	220	206	280	1,746
Personal Training/Pilates Units Budget	325	350	375	400	425	450	450	450	5,025
Spa Units	76	96	148	171	146	139	131	142	1,049
Spa Units Budget	65	65	65	65	65	65	65	65	780
PT/Pilates Profit Margin - Includes Burden	58.07%	22.79%	51.35%	50.11%	50.12%	53.26%	41.26%	55.07%	47.75%
Spa Profit Margin - Includes Burden	47.01%	15.30%	7.94%	17.86%	14.55%	25.16%	22.55%	80.11%	28.81%
Financial Statistics									
Revenue - Excluding Medical Rent	225,045	226,162	240,126	242,194	242,520	245,828	238,152	242,869	1,902,896
Total Revenue per Member (Excluding Med Rent)	67.66	66.62	68.78	68.63	67.52	68.67	66.54	68.38	535.73
Membership Dues - Adult & Child	194,745	196,962	199,931	206,405	209,345	209,373	208,821	208,605	1,634,187
Average Member Rate	58.55	58.02	57.27	58.49	58.28	58.48	58.35	58.73	460.08
Operating Expense	221,456	236,047	241,756	236,353	232,969	253,197	243,319	231,075	1,896,172
NOI (Excluding Medical Rent)	3,589	(9,885)	(1,630)	5,841	9,551	(7,369)	(5,167)	11,794	6,724
NOI % of Revenue	1.59%	-4.37%	-0.68%	2.41%	3.94%	-3.00%	-2.17%	4.86%	0.35%
Total FTE's	28.27	30.10	30.55	29.22	28.87	29.40	29.33	29.80	29.44
Ancillary Revenue	20,147	19,283	28,611	25,579	23,209	24,710	21,716	28,363	191,618
Ancillary Revenue as % of Total Revenue	8.95%	8.53%	11.91%	10.56%	9.57%	10.05%	9.12%	11.68%	10.07%
Payroll Expense (Excluding Burden)	97,799	113,912	111,149	98,661	108,880	105,412	110,646	113,391	859,851
Payroll Costs as % of Total Revenue (Excludes Burden)	43.46%	50.37%	46.23%	40.74%	44.90%	42.86%	46.46%	46.69%	45.15%
Marketing Expense	8,393	12,694	4,657	9,566	4,639	10,087	5,334	4,485	59,855
Marketing Costs per New Member	35.87	70.92	31.05	105.12	35.41	92.54	41.03	42.71	\$53.02
Enrollment Fee Revenue	-	328	520	653	175	54	111	400	2,241
Enrollment Revenue per New Member	-	1.83	3.47	7.18	1.34	0.50	0.85	3.81	1.98



REQUIRED FORMS

FORM A: PROPOSAL SUMMARY SHEET

PROPOSAL SUMMARY SHEET
RFP 22-046
Orland Park Health & Fitness Management Services

Business Name: Power Wellness
Address: 851 Oak Creek Dr.
City, State, Zip: Lombard, IL 60148
Contact: Brian Hummert
Title: President
Phone Number: 630.570.2600
Email Address: bhummert@powerwellness.com

Proposal:

	Gross Revenues	Gross Expenses
Year 1:	\$3,202,376	\$3,196,375
Year 2:	\$3,335,683	\$3,252,629
Year 3:	\$3,457,527	\$3,306,712
Year 4:	\$3,600,567	\$3,362,438
Year 5:	\$3,736,614	\$3,432,460

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: BRIAN HUMMERT
Signature of Authorized Signee: [Signature]
Title: PRESIDENT Date: 9/19/22

FORM B: CERTIFICATE OF COMPLIANCE (CONTINUED)

3) **ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS:** Yes No

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

4) **SEXUAL HARASSMENT POLICY:** Yes No

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and 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) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE:** Yes No

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are

FORM B: CERTIFICATE OF COMPLIANCE (CONTINUED)

undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

6) **TAX CERTIFICATION:** Yes No

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

7) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:


Signature of Authorized Officer

BRIAN HUMMER
Name of Authorized Officer

PRESIDENT
Title

9/19/22
Date

FORM C: REFERENCES

REFERENCES

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: **Power Wellness**

1. **Organization:** **Northwestern Medicine**
Address: 300 S. Randall Rd., Geneva, IL 60134
Phone Number: 630.938.3006
Contact: Mr. M.B. Johnson
Year of Project: 1996
URL: www.nm.org

2. **Organization:** **Loyola University**
Address: 1032 W. Sheridan Rd., Chicago, IL 60660
Phone Number: 773.508.2492
Contact: Katie Fincannon
Year of Project: 1997
URL: www.luc.edu

3. **Organization:** **Washtenaw Community College**
Address: 4800 E. Huron River Dr., Ann Arbor, MI 48105
Phone Number: 734.973.3517
Contact: Ben Hunholz
Year of Project: 2007
URL: www.wccnet.edu

FORM D: INSURANCE REQUIREMENTS

 **ORLAND PARK**

INSURANCE REQUIREMENTS

Please provide a policy Specimen Certificate of Insurance showing current coverage's along with this form.

WORKERS' COMPENSATION & EMPLOYER LIABILITY

Full Statutory Limits - Employers Liability
 \$500,000 – Each Accident \$500,000 – Each Employee
 \$500,000 – Policy Limit
 Blanket Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY (ISO Form CA 0001)

\$1,000,000 – Combined Single Limit Per Occurrence
 Bodily Injury & Property Damage

GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)

\$1,000,000 – Combined Single Limit Per Occurrence
 Bodily Injury & Property Damage
 \$2,000,000 – General Aggregate Limit
 \$1,000,000 – Personal & Advertising Injury
 \$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsements: (not applicable for Goods Only)
 ISO CG 20 10 or CG 20 26
 and
 CG 20 01 Primary & Non-Contributory
 Blanket Waiver of Subrogation in favor of the Village of Orland Park

CG 20 37 Additional Insured – Completed Operations *(provide if box is checked)*

Please provide the following coverage, if box is checked.

GENERAL LIABILITY UMBRELLA (Follow Form Policy)

\$1,000,000 – Each Occurrence \$1,000,000 – Aggregate

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

Other: \$5,000,000 - Each Occurrence \$5,000,000 - Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability

PROFESSIONAL LIABILITY

\$1,000,000 Limit - Claims Made Form, Indicate Retroactive Date

\$2,000,000 Limit - Claims Made Form, Indicate Retroactive Date

Other: _____

Deductible not-to-exceed \$50,000 without prior written approval

BUILDERS RISK

Completed Property Full Replacement Cost Limits -
 Structures under construction

ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY

\$1,000,000 Limit for bodily injury, property damage and remediation costs
 resulting from a pollution incident at, on or mitigating beyond the job site

CYBER LIABILITY

\$1,000,000 Limit per Data Breach for liability, and notification, response
 and credit monitoring service costs



Insurance
Requirements

FORM D: INSURANCE REQUIREMENTS (CONTINUED)

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The required Additional insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, Nicole Merced, Finance Management Analyst, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 19th DAY OF SEPTEMBER, 2022


Signature

Authorized to execute agreements for:

BRIAN HUMMELT, PRESIDENT
Printed Name & Title

POWER WELLNESS MANAGEMENT
Name of Company



Current Power Wellness Certificate of Insurance

FORM E: CURRENT POWER WELLNESS CERTIFICATE OF INSURANCE

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)
03/31/2022

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 1-312-381-1000 Aon Risk Services Central, Inc. Chicago Office 200 E. Randolph 12th Floor Chicago, IL 60601	CONTACT NAME: Gayle Andrews PHONE (A/C No. Ext): 312-381-1000 FAX (A/C. No.): E-MAIL ADDRESS: ACS.Chicago@aon.com INSURER(S) AFFORDING COVERAGE INSURER A: ZURICH AMBR INS CO NAIC # 16535 INSURER B: PHILADELPHIA IND INS CO 18058 INSURER C: INSURER D: INSURER E: INSURER F:
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INSURED
Power Wellness Management, LLC
851 Oak Creek Drive
Lombard, IL 60148

COVERAGES **CERTIFICATE NUMBER: 64992057** **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	ADD'L SUBR INSD 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 checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		GLO 3487105-15	04/01/22	04/01/23	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PROP AGG \$ 4,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2397806	04/01/22	04/01/23	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		PHUB809245	04/01/22	04/01/23	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC 3487104-15	04/01/22	04/01/23	<input checked="" type="checkbox"/> PER STATUTE <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
B	Health & Fitness Prof.		PHPK2397806	04/01/22	04/01/23	Occurrence 1,000,000

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

CERTIFICATE HOLDER Power Wellness 851 Oak Creek Drive Lombard, IL 60148 USA	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 <i>Aon Risk Services Central, Inc.</i>
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gandrews
64992057

APPENDIX

EXHIBIT A: MANAGEMENT SERVICES

Financial:

- Establishment of internal control procedures and administrative form design for cash receipts, cash disbursements, member billing, and safeguarding of inventory and fixed assets.
- Annual budget preparation.
- Monthly statement of operations with comparison to budget.
- Monthly balance sheet reconciliations.
- Monthly operational and financial key indicator reporting.
- Monthly payroll deduct reconciliation.
- Center credit card management and recording of expenses.
- Annual / Quarterly statement of operations with key operating statistics and narrative.
- Preparation of year-end audit work papers.
- Accounts payable processing.
- Year-end 1099 processing.
- Sales tax reporting.
- Industry benchmarking.

Business Systems:

- Membership contract development and management.
- Membership software configuration
 - Club configuration
 - Membership types, plans, and enrollment/dues products
 - Ancillary service products
 - Inventory products
 - Point of sale
- Membership portal configuration and implementation.
- Training and support.
- Membership billing.

- Membership audits.
- Membership management (adds/changes/deletes/downgrades/bridges, etc.).
- Membership program configuration (add/update fitness program and class configurations, inventory adds/adjustments, etc.).
- Daily point of sale reconciliation.
- Inventory management.

Programming:

- Development of programming and group exercise curriculum, provide and maintain related licenses.
- Introduce new personal training, massage, and alternative therapy techniques and training.
- Introduce virtual platform for group exercise and fitness on demand training / coaching.
- Nutritional and wellness program development.
- General health & wellness assessment protocols.
- Development and implementation of Medically Integrated programming.
- Implementation and oversight of Medical Advisory Committee.
- Prepare and lead the center through Medical Fitness Facility Certification process.

Equipment Procurement and Preventative Maintenance:

- Preferred vendor development and pricing.
- Equipment maintenance procedures.
- Administer product warranties.
- Procurement, receipt, and recording of all equipment.
- Equipment space planning.
- Ecolab Service introduction for pool Services.
- Laundry room equipment procurement including towel service.
- FitShop service if space available.

EXHIBIT A: MANAGEMENT SERVICES (CONTINUED)

Sales and Customer Service:

- Customer service and member orientation training development.
- Direct to Employer sales programs.
- Membership engagement programs / surveys / tracking.
- Develop and evaluate member satisfaction surveys.
- Professional sales training for membership and fitness staff.
- Monitoring, analysis, and management of day-to-day sales activities via Power Force CRM.
- Forecasting and planning for sales success.
- Talent sourcing and onboarding for sales teams.
- New members ancillary package creation and sales.
- Sales budget development.
- Third party membership relationships.

Marketing:

- Consumer analytics and market research.
- Marketing plan development and implementation.
- Direct mail and print advertising.
- Management of social media.
- Collateral development.
- Ongoing competitive analysis.
- Member communication management.
- Website development and maintenance.
- Campaign reporting.
- Development and management of digital ads.

Environmental Services:

- Establish and provide daily, weekly, and monthly maintenance checklists and duty expectations.
- Train employees on EVS protocols and handling facility and aquatic concerns.
- Provide oversight of in-house, and third-party vendors to ensure that daily, weekly and monthly EVS maintenance is adhered to.
- Work collaboratively with client for facility related items.

Human Resources, Education, Training and Legal Support:

- Employee recruitment/drug screens/background checks.
- Implement New Hire paperwork procedures.
- Employee orientation procedures and employee handbook updates.
- Employee performance management and evaluation process development and implementation.
- Internal communications regarding issues/ processes with employee impact.
- Intern recruitment and facility curriculum program administration.
- Employee benefits administration and individualized employee assistance and advice.
- Unemployment benefits administration.
- Employee assistance program administration.
- Evaluate and administer manager education resources (Health Stream, Talent Tracks, Club Connect, Customized Updates).
- Manager training program development and customization.
- Access/recommendations to continuing education programs.
- Administer, develop and/or present hiring practices, diversity and sensitivity, employee engagement, change management, state mandated and other customized professional development employee/manager training.
- Monitor legal developments at CDC, OSHA, IDPH and state required to ensure center compliance.
- Evaluate and draft general operations contracts including, but not limited to, rentals, off-site services, contractor, unique and licensed programming, customized waivers and templates and contract amendments.
- Provide management staff with on demand legal assessment and advice on risk, compensation, employee performance and other employment business practices.
- Evaluate and administer leaves of absence and workplace accommodation requests.
- On-call emergency access during hours of operation.

EXHIBIT A: MANAGEMENT SERVICES (CONTINUED)

Risk Management:

- Implement and train on workplace safety standards and building emergency procedures for all employees.
- Implement and train on medical code emergency procedures.
 - Monitor required training drills
- Monitor facility safety audits.
 - ADA compliance
 - OSHA compliance
- Facilitate child minding policy and procedures.
- Incident reporting and tracking.
- Monthly G/L W/C incident review.
- Monitoring employee credentials.
- Facilitate Medical Fitness Association facility certifications.

Communications & Best Practices:

- Utilizing PWM's national network of facilities to benchmark, network and collaborate throughout the year to develop, implement, and improve best practices.
- Regularly scheduled update calls with each Center Director.
- Monthly PWM manager's conference calls.
- Owner's meetings monthly, or as requested.
- Information sharing with all PWM centers and employees.
- Annual Center Director meetings.

Information Systems:


- Specification, procurement, installation, management, and support of
 - Video and communication circuits
 - Networking hardware, servers, PC's and peripherals (scanners, printers, cameras, cash drawers, copy machines)
 - Telecom/phone system/cell phones
 - Audio visual
- Support core system applications
 - Membership management system (Integrated)
 - Membership and resource scheduling
 - Front desk POS
 - POS / credit card processing - EMV
 - EFT Transmittal

- Member assessment software (Integrated)
- Employee management system
 - Recruiting
 - Payroll, time & attendance
 - Benefits, health & welfare
 - a. Email and team collaboration tools
 - b. Office productivity software
- Member management - check in/check out
- Internet kiosk – Member based
- Internet / gaming – Kids area
- power-link
 - EMR referral integration
 - Payroll Deduct
 - Member assessment integration
- Disaster recovery
- Network and system security, HIPAA compliance
- Vendor relations & negotiations
- Training
- Help Desk support
- Life cycle management and budgeting

Medical Fitness Program Integration:

- Attend and help facilitate quarterly meetings of Medical Advisory Committee.
- Provide the following SAS (software as a service) integrated technologies:
 - Health Assessment Product Suite (eHHQ, BodyScript™, PROMIS®)
 - Salesforce®
 - power-link by Power Wellness Management, LLC
- Support integration of Manager's business systems with Owner's or Lessees EHR system.
- Deployment of a general membership health assessment.
- Collaborate on deployment of prescriptive fitness programs and physician marketing strategy.
- Collaborate on design, development and deployment of special population programs with support of Medical Advisory Committee.
- Collect, analyze and share health outcomes on a deidentified basis with Owner.
- Support application as a Certified Facility by the Medical Fitness Association when appropriate.

EXHIBIT B: INCIDENT REPORT FORM



Incident Report Form

Date: _____
Time: ____:____ (am/pm)
 Employee Member Guest
Center name: _____
Location of incident: _____

Client Information

Name: _____
Member ID #: _____
Phone: _____
Date of Birth: _____

Type of Incident

Injury Illness Theft
 Misconduct or improper behavior

Is there video available? (please obtain) Yes

NARRATIVE DESCRIPTION of incident by the first Director (CD) or Manager on Duty (MOD) receiving first aid was administered (or denied), symptoms conditions, and if individual was transported by _____

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Witnesses *i.e., someone who saw an incident occur, not responding personnel.* N/A

Name: _____ Contact Number: _____
Name: _____ Contact Number: _____
Name: _____ Contact Number: _____

Responders

Name and title of first staff member on the scene: _____
Name and title of MOD or CD: _____

Called 911 for emergency assistance? Yes No N/A
 Police Ambulance Fire Dept. Arrival: ____:____ (am/pm) Departure: ____:____ (am/pm)

Equipment Related Yes No N/A

If yes, identify equipment: _____
Was equipment taken out of service? Yes No N/A
Were photos taken? (please obtain) Yes No N/A

Reporter

Name of employee submitting report: _____
Title: _____
Date _____ Time: ____:____ (am/pm)

24-HOUR FOLLOW-UP

Date _____ Time: ____:____ (am/pm) Staff initials _____

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ORLAND PARK

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Orland Park Health & Fitness Management Services

Exhibit A Scope of Work

Manager will provide the following list of operational services on a continual basis. This list is not intended to be all inclusive and may increase or decrease as appropriate.

Operational

- Earn and maintain certification with the Medical Fitness Association (MFA). Ensure Center operations, staffing and protocols adhere to all requirements of the MFA.
- Set an emergency response protocol based on scenarios of varying severity. Drill/practice protocols on a regular basis.
- Communicate with, and respond to Village staff, and contractors on the Village's behalf and in accordance with any Village led capital improvement projects.

Financial

- Establishment of internal control procedures and administrative form design for cash receipts, cash disbursements, member billing, and safeguarding of inventory and fixed assets.
- Preparation of annual operating and capital budgets.
- Prepare staffing plan indicating with position control and projected FTEs, and market salaries.
- Monthly key operating indicators report.
- Annual statement of operations with key operating statistics and narrative.
- Industry Benchmarking.
- Monthly financial statement of operations with comparison to budget.
- Preparation of year-end audit work papers.
- Provide detailed monthly reports which include, but are not limited to:
 - Expenses, revenues, memberships by type and residency, retention rates per membership type, average membership length, reason for leaving, personal training, attendance, rentals and all peripheral programs and services.
 - Provide performance data on a monthly basis, and upon request for various Village reports.
 - Present detailed invoice report, with detailed, supporting invoices on a monthly basis for funding requests.
 - Provide monthly funding expense report for Village's review and funding., including detailed invoice report with supporting invoices.
 - Pay all vendors and staff in a timely and expected fashion without fail.
 - On a yearly basis, formulate a detailed budget which includes all operational expenses and revenues and capital expenditures in collaboration with Village of Orland Park



ORLAND PARK

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Orland Park Health & Fitness Management Services

Human Resources

Fully staff, operate and oversee all facets of the Orland Park Health & Fitness Center (“OPHFC”) in full cooperation with the Village of Orland Park. This includes the hiring of qualified personnel, conducting criminal background checks, and drug screening in addition to all items noted below.

- Recruit, hire, and train all staff, recognizing each staff member.
- Employee recruitment and retention; including but not limited to management of an online employee application system through the center and Power Wellness (PWM) websites.
- Ensure trainers, instructors, and other fitness staff are certified in required specialty and that all staff are fully trained and qualified for the position of employment.
- Conduct monthly emergency response training for all staff.
- Provision of job descriptions
- Intern recruitment and Center curriculum program.
- Implement New Hire paperwork procedures.
- Employee orientation procedures and employee handbook updates.
- Sexual harassment and hiring practices training.
- Administration of annual employee performance evaluation.
- Employee benefits/assistance administration.
- Employee recognition program.
- Implement medical emergency and building safety procedures.
- Administer CPR and Automated External Defibrillator training.
- Support Certified Pool Operator (CPO) training for a minimum of two employees.
- Implement manager on duty (MOD) procedures.
- Access/recommendations to continuing education programs.
- Internal employee communications.
- Mediate round table discussions with colleagues from all locations.

Marketing, Sales, and Customer Service

- Member recruitment- Ongoing preparation of a sales and marketing plan; based on community and membership research profiling to target and educate area residents, students, corporations, and community about the benefits of membership at the center.
- Devise, staff and promote programs, services, events, new initiatives, through mailings, brochures, newsletters and e-communication.
- Develop & propose marketing campaigns and materials. Provide to Village staff for review and approval prior to utilizing. Provide, brochure ready, program and facility information for use in Village publications.
- Ongoing competitive analysis enter operations such as sales, customer service, fitness and medically integrated programing.
- Provision of a center website to advertise and educate the community about the center.
- Development of internal and external collateral marketing pieces including but not limited to member handbooks, programing, center and corporate brochures and health history questionnaires.
- Customer service and member orientation training development.
- Sales presentation, tracking, and retention procedures.
- Service desk procedures and administrative forms development.
- Corporate sales programs



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Orland Park Health & Fitness Management Services

- Member retention- Development of internal programming and other motivational opportunities for member base engagement
- Development and administration of an electronic member survey including measurement of Net Promoter Score (NPS).
- Collection and evaluation of member comment card procedures.
- Member communication via electronic email.

Information Systems

- Network & communications specification, procurement, and placement
- Server hardware specification, procurement, and placement
- PC hardware specification, procurement, and placement.
- Peripheral (Scanners, Printers, Cameras, Cash Drawers, Copy Machines), specification, procurement, and placement
- Telecommunications - specification, procurement, and placement
- Audio Visual - specification, procurement, and placement
- Vendor relations & negotiations
- Disaster recovery specification and implementation
- Supplement support / liaison of client IT staff
- Deployment of core system applications
- Membership Management
- Membership & Resource Scheduling
- Front Desk POS
 - Member Assessment Software
- Website Inquiry and Prospecting Software
- Employee Payroll & Health & Welfare
- Employee Time & Attendance
- Recruiting & Application Management
- Accounting System
- POS I Credit Card Processing
- EFT Transmittal
 - Marketing Domain name registration
- Constant contact management
- Membership data analysis
- Web site
 - Registration
 - Hosting
- Design Development
 - Maintenance
 - Deployment of power proprietary products
- Internet Kiosk - Power Net



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Orland Park Health & Fitness Management Services

Environmental Services

- Daily, weekly, and monthly housekeeping and maintenance checklists and duty logs.
- Train employees on facility and aquatic maintenance.
- Provide workplace safety standards and building emergency procedures for all employees.
- Administer service contracts.
- Review and execute all long-term preventative maintenance contracts with assistance of the client.
- Coordinate, set standards, purchase supplies and equipment to fully clean and maintain all areas of the OPHFC including contractual areas. Hire, oversee, schedule qualified staff to perform cleaning functions.
- Plan, schedule, arrange for and supervise special cleanings of specific facilities areas including, but not limited to fitness areas, locker rooms, restrooms, pools, spas, saunas and steam rooms. Purchase, provide, display and promote member amenities including towel service, and locker room amenities.

Communications & Best Practices

- Benchmarking against other PWM centers.
- Monthly PWM manager's conference calls.
- Monthly & Annual Client meetings.
- Information sharing with all PWM centers and employees.
- Monthly center director conference calls and annual center director meetings.
- Director participation in center operational practices and policy development.
- Center team member participation in charters for ongoing development of key Center operations such as Sales, customer service, fitness and medically integrated programming.
- Respond to member, customer and staff accidents, injuries and incidents. Provide reports, with follow-up details within 48 hours, or as reasonable based on an expedient collection of facts, of incident to Recreation & Parks staff. Notify the Director, and/or his/her designee of 911 calls immediately after emergency has deescalated.
- Communicate to Recreation & Parks department staff all behavior related incidents, with recommended course of action to Recreation & Parks staff.
- Coordinate, and gain approval from Village staff, any service interruptions. Ensure membership is aware of any program, service or facility deficiency through timely e-mails and/or newsletters.
- Coordinate, supervise and expense all facility and equipment repairs.
Perform regular chemical checks in accordance with the Illinois Department of Public Health (IDPH). Document results, adjust water chemistry of pools as required to remain within acceptable IDPH protocols.
- Apply for and obtain IDPH pool license on a yearly basis.
- Maintain licensing for massage services, including a massage license for each masseuse.
- Perform remediation to pool areas identified by the IDPH.
- Attend Board and public information meetings as required.
- Represent the OPHFC by participating in Village special events.
- Participate in monthly Recreation & Parks Department client meetings.
- Respond to Recreation & Parks staff inquiries.



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Orland Park Health & Fitness Management Services

Programming

- Administration of fitness/health assessment protocols based on guidelines from the American College of Sports Medicine (ACSM).
- Provision of Medically Integrated programs and concepts in cooperation with community health care providers.
- Develop, provide, continually evaluate, adjust and introduce a desirable, pertinent and robust plan of group exercise classes, land and water based, included with membership, as well as special programs, personal training, massage therapy and other integrative therapies that support member base and client philosophies and other services offered at an additional cost, for all ages, abilities and populations utilizing the OPHFC. Fees for add-on classes and services should include a member rate, resident rate and non-resident rate.
- Offer members a safe, well maintained and stimulating childcare babysitting environment.
- Host member appreciation, and other community-based events and initiatives.
- Accommodate and support Village of Orland Park Recreation & Parks programs within the Center as requested, ensuring appropriate fit with overall membership operations.
- Rent, and oversee the use of the gym and other areas to athletic organizations and individuals.
- Development and maintenance of child-minding programming

Equipment Procurement and Preventative Maintenance

- Preferred vendor development and pricing
- Equipment maintenance procedures.
- Administer product warranties.
- Procurement, receipt, and recording of all equipment.
- Equipment space planning.
- Maintenance of fixed asset list as applicable.

Facilities Management – Repairs & Alterations Responsibilities



ORLAND PARK

RFP 22-046

Orland Park Health & Fitness Management Services

The Village will at its cost:

- Oversee all repairs, maintenance and replacement of facility structural components as define herein.
- Structural components include replacement of major facility structural components including: the roof, slabs, beams, columns, girders, trusses, windows, parking lot, lights, HVAC systems (RTU's, air handlers), boilers chillers, electrical systems, external walls, load bearing walls, ramps, sidewalks, curbs, exterior doors, stairs, floor furnishings, lighting systems and fixtures, which exceed a financial threshold of \$10,000.
- Coordinate, oversee and be financially responsible for all repairs and maintenance of leased spaces within the Center.
- Schedule, and oversee all snow/ice removal operations, landscaping, outdoor trash removal and grounds keeping for the Center.
- Maintain and repair the parking lot, roadway entrance, stall markings, parking and road signs and exterior building lighting.

Village will also provide to Consultant:

- A Village representative that will collaborate with Center staff during the budget process to develop capital needs priorities; coordinate, monitor and communicate status of capital projects with OPHFC onsite staff.
- A liaison from that will communicate directly with the Center Director and/or Power Wellness in all matters related to the operation of the OPHFC.
- Annual project and budget updates for all capital, or other Village projects and expenses which will occur at the Center.

Consultant will employ qualified Maintenance Technician(s) which will:

- Operate in a professional manner, overseeing, assisting with, and performing Center projects, working a schedule that ensure the Center is effectively maintained 365 days a year.
- Perform all swimming pool maintenance including but not limited to spa draining, chemical management and operation, preventative maintenance, repair and replacement of fixtures, and any other issues related to the pools and spas.
- Complete or contract out any/all indoor electrical repairs including but not limited to the operation, preventative maintenance, repair and replacement of bulbs and light fixtures.
- Complete, or contract with a qualified vendor, all plumbing related items including but not limited to the operation, preventative maintenance, repairs and replacement of fixtures, and issues related to plumbing systems.
- Complete or contract out, any HVAC related items, including, but not limited to the operation, preventative maintenance, repair and replacement of all HVAC mechanical and related systems
- Perform, or oversee all facility and equipment preventive maintenance (PM) efforts and contracts, to ensure work is completed in a timely and professional manner, and meets the identified PM objectives.
- Will monitor all building mechanical systems 365 days per year (including but not limited to HVAC, Pools, Boilers, Pumps, Refrigeration units etc.).
- Maintain/update work in the Center's Work Order System, and communicate status of building mechanicals to the Center Director.
- Complete or contract for repairs related to carpentry, drywall, painting, carpet, tile, ceiling tile, sound and TV systems, security system,
- Research vendors, obtain quotes, initiate, coordinate and oversee all equipment repairs, preventative maintenance and replacement.



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Orland Park Health & Fitness Management Services

- Maintain, repair or engage a qualified vendor in lock maintenance, replacement and repair.
- Perform key and alarm distribution and maintain record of distribution.
- Maintain current inspections and licenses for the Center including, but not limited to pool bonding and grounding, pool drain covers, pool inspections, fire systems, fire extinguishers backflow preventers, elevator and, posting current inspections/licenses, as required.
- Initiate same-day, corrective action to immediate service needs, repairs or maintenances of the Center.
- Provide Center staff with required training on facility and aquatic maintenance.
- Provide and review workplace safety standards and building emergency procedures with all employees on a semi-annual basis.
- Center Director will provide building updates to the Village liaison during bi-monthly meetings, and when more urgent facility issues arise.

LOCATION OF WORK AND SPECIFICATIONS:

The Specifications for this RFP #22-046 are detailed in the Project Overview and Scope of Work.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2022

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 Aon Risk Services Central, Inc. Chicago Office 200 E. Randolph 12th Floor Chicago, IL 60601 1-312-381-1000	CONTACT NAME: Gayle Andrews PHONE (A/C, No, Ext): 312-381-1000 FAX (A/C, No): E-MAIL ADDRESS: ACS.Chicago@aon.com														
INSURED Power Wellness Management, LLC 851 Oak Creek Drive Lombard, IL 60148	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ZURICH AMER INS CO</td> <td>16535</td> </tr> <tr> <td>INSURER B: PHILADELPHIA IND INS CO</td> <td>18058</td> </tr> <tr> <td>INSURER C: AMERICAN GUAR & LIAB INS</td> <td>26247</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: ZURICH AMER INS CO	16535	INSURER B: PHILADELPHIA IND INS CO	18058	INSURER C: AMERICAN GUAR & LIAB INS	26247	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 66961027

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
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	GLO 3487105-15	04/01/22	04/01/23	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	PHPK2397806	04/01/22	04/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			PHUB809245	04/01/22	04/01/23	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC 3487104-15	04/01/22	04/01/23	Y/N <input checked="" type="checkbox"/> N/A 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
C	Excess Liab. (5M xs 5M)			AEC 0277178-05	04/01/22	04/01/23	Occ./Agg. 5,000,000

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

The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents are named as additional insureds under the general liability and automobile liability policy but only with respect to the liability arising from operations by or on behalf of the named insured as required by written contract or agreement. Insurance is provided on a primary and non-contributory basis but only to the extent required by written contract and only to the extent the coverage is afforded under the policies. Waiver of subrogation in favor of listed entities included under the general liability and workers compensation policies as required by written contract or agreement. 30 Days Notice of Cancellation to Village of Orland Park as required by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

Village of Orland Park 14700 S. Ravinia Avenue Orland Park, IL 60462 USA	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 <i>Aon Risk Services Central, Inc.</i>
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ACORD 25 (2016/03)
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Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 348710515

Effective Date: 04/01/2022

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

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

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

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

1. Required by the written contract or written agreement referenced in Section **A.** 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.

All other terms, conditions, provisions and exclusions of this policy remain the same.



General Liability Extended Coverages

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 348710515

Effective Date: 04/01/22

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part.

A. Fellow Employee And Incidental Medical Malpractice Coverage

Paragraph 2.a.(1) of Section II – **Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company);
- (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) above; or
- (c) Arising out of his or her providing or failing to provide professional health care services, except any "bodily injury" or "personal and advertising injury" arising out of:
- (1) Medical or paramedical services to persons performed by any physician, dentist, nurse, emergency medical technician, paramedic or other licensed medical care person employed by you to provide such services; or
- (2) Emergency cardiopulmonary resuscitation (CPR) or first aid services performed by any other employee of yours who is not a licensed medical professional.

B. Additional Insureds– Lessees Of Premises

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law;

- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
 - c. Ends when the person or organization ceases to lease or rent premises from you.
2. With respect to the insurance afforded to the additional insureds under 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:

- a. Required by the written contract or written agreement referenced in Subparagraph B.1. above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

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

C. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section II – Who Is An Insured is amended to include as an additional insured any person or organization (referred to throughout this Paragraph C. as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, 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.

However, the insurance afforded to such vendor:

- 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 or written agreement to provide for such vendor.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- 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 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 Subparagraphs (4) or (6) above; 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.

- b. 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.
- c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to these vendors under this Paragraph C., the following is added to Section III – **Limits Of Insurance**:

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

- a. Required by the written contract or written agreement referenced in Subparagraph C.1. above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

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

D. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph 2. **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; vandalism; weight of snow, ice or sleet; leakage from fire extinguishing equipment, including sprinklers; or accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – **Limits Of Insurance**.

2. Paragraph 6. of Section III – **Limits Of Insurance** is replaced by 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 while rented to you, or in the case of damage by one or more covered perils to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

E. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion e. of Section I – **Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) Liability for "personal and advertising injury" if:

- (a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;
- (b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and

- (c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph 2.d. of Section I – **Supplementary Payments – Coverages A and B** is replaced by the following:

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee.

3. The following is added to the paragraph directly following Paragraph 2.f. of Section I – **Supplementary Payments – Coverages A and B**:

Notwithstanding the provisions of Paragraph 2.e.(2) of Section I – **Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

F. Medical Payments – Increased Reporting Period

Paragraph 1.a. of Section I – **Coverage C – Medical Payments** is replaced by the following:

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

G. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to \$2,500 for the 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.
- 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.

H. Broadened Property Damage

1. Elevator Property Damage

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

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

- b. The following is added to Section III – Limits Of Insurance:

Subject to Paragraphs 2., 3. and 5. above, the most we will pay under Coverage A for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 any one "occurrence".

2. Property Damage To Borrowed Equipment

- a. The following is added to Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability:

Paragraph (4) of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

- b. The following is added to Section III – Limits Of Insurance:

Subject to Paragraphs 2., 3. and 5. above, the most we will pay under Coverage A for damages because of "property damage" to equipment you borrow from others at a jobsite is \$25,000 any one "occurrence".

I. Expected or Intended Injury or Damage

Exclusion a. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

a. Expected Or Intended Injury Or Damage

"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.

J. Definition – Bodily Injury

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death sustained by a person which results from that bodily injury, sickness or disease.

K. Insured Status – Amateur Athletic Participants

Section II – **Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

- a. "Bodily injury" to:

- (1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or
- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or

- b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:

- (1) Your "employee", "volunteer worker" or any person you sponsor; or
- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

L. Aircraft, Auto Or Watercraft

Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused

the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

M. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

- a. Employment agency, contractor or services;
- b. Professional employer organization; or
- c. Temporary help service.

N. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

- a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

- a. Means:
 - (1) Work, services or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work, services or operations.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

O. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph 1. of Section II – **Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

P. Other Insurance Condition

Paragraphs 4.a. and 4.b.(1) of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

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

a. Primary Insurance

This insurance is primary except when Paragraph b. 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 Paragraph c. below. However, this insurance is also primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – **Coverage A – Bodily Injury And Property Damage Liability**; or
 - (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
 - i Equipment you borrow from others at a jobsite; or
 - ii Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

Q. Unintentional Failure to Disclose All Hazards

Condition 6. Representations of Section IV – **Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- i. Fail to disclose all hazards existing at the inception of this policy; or
- ii. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

R. Transfer Of Rights Of Recovery Against Others To Us / Waiver of Right of Subrogation

Condition 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is renamed and replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us / Waiver of Right of Subrogation

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

S. Liberalization Condition

The following condition is added to Section **IV – Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US

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 04/01/2022	Policy No. WC348710415	Endorsement No.
Insured: Power Construction Company, LLC			Premium \$
Insurance Company: Zurich American Ins Co		Countersigned by _____	

