# **CLERK'S CONTRACT and AGREEMENT COVER PAGE**

Legistar File ID#: 2018-0363

**Innoprise Contract #:** C18-0089

Year: 2019-2021

**Amount:** \$87,000.00

Department:

Finance/HR

**Contract Type:** 

Services

**Contractors Name:** 

The Horton Group

Contract Description: Insurance Brokerage-Consulting Services

MAYOR Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue Orland Park, IL 60462 708.403.6100 OrlandPark.org



TRUSTEES

Kathleen M. Fenton
James V. Dodge
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

August 31, 2018

Mr. Michael Gleason The Horton Group 10320 Orland Parkway Orland Park, IL 60467

NOTICE TO PROCEED - Insurance Brokerage-Consulting Services

Dear Mr. Gleason:

This notification is to inform you that the Village of Orland Park has received all necessary documents in order for work to commence on the above stated project as of July 18, 2018.

For your records, I have enclosed one (1) original executed contract dated June 22, 2018 in an amount not to exceed Eighty-Seven Thousand and No/100 (\$87,000.00) Dollars for each of the first two years, and Eighty Four Thousand One Hundred Twenty-Five and No/100 (\$84,125.00) Dollars the third year. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski

Purchasing & Contract Administrator

Encl:

CC:

Annmarie Mampe Stephana Przybylski

Mike Wojcik, The Horton Group

**MAYOR** Keith Pekau

VILLAGE CLERK

John C. Mehalek

14700 S. Ravinia Ave. Orland Park, IL 60462 (708) 403-6100 orlandpark.org



Kathleen M. Fenton
James V. Dodge
Patricia A. Gira
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Daniel T. Calandriello
Michael F. Carroll

**TRUSTEES** 

VILLAGE HALL

June 22, 2018

Mr. Glenn Horton The Horton Group 10320 Orland Parkway Orland Park, Illinois 60467

NOTICE OF AWARD – Insurance Brokerage-Consulting Services

Dear Mr. Horton:

This notification is to inform you that on June 18, 2018, the Village of Orland Park Board of Trustees approved awarding The Horton Group a two (2) year with the option to renew for one (1) additional year contract in accordance with the proposal you submitted dated May 3, 2018 for Insurance Brokerage-Consulting Services in an amount not to exceed Eighty-Seven Thousand and No/100 (\$87,000.00) Dollars for each of the first two years, and Eighty Four Thousand One Hundred Twenty-Five and No/100 (\$84,125.00) Dollars the third year.

Attached is the Contract for Insurance Brokerage-Consulting Services. Please sign and return directly to me. I will obtain signatures to fully execute the Contract and return a complete contract package back to you. I've included Horton's Retainer/Fee Agreements as part of the contract documents. If you feel these are not necessary, please let me know and I will modify the contract. If they are necessary, please include them when you send the documents back to me and I will have them signed. In order to begin this engagement, you must comply within ten business days of the date of this Notice of Award, which is by July 9, 2018.

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462 or emailed directly to ddomalewski@orlandpark.org. The signed contract is required to be in place and received at my office prior to the commencement of any work. You will be issued a Notice to Proceed letter when you are in full compliance with this process. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,

Denise Domalewski

An leme a sainer

Purchasing & Contract Administrator

cc:

Annmarie Mampe Stephana Przybylski

Mike Gleason – The Horton Group Mike Wojcik – The Horton Group



# Insurance Brokerage - Consulting Services (Contract for Services)

This Contract is made this 22nd day of June, 2018 by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and THE HORTON GROUP (hereinafter referred to as the "CONSULTANT").

# WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONSULTANT (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinofter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

This Contract

The Request for Proposals issued April 12, 2018

The Instructions to Proposers, RFP #18-021

The Proposal as it is responsive to the VILLAGE'S RFP requirements

Certificate of Compliance

Certificates of Insurance

Horton Service Retainer Agreement/Fee Agreement

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONSULTANT agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Serve as a broker/consultant for the Village's liability, property and employee benefit insurance programs for the Village as defined in RFP #18-021, the submitted proposal and the Service Retainer/Fee Agreement

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONSULTANT pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et sea.) the following amount for performance of the described services:

Property/Liability:

2019 & 2020 \$ 44,500 per year

2021

\$ 39,500 per year

Employee Benefits:

2019 & 2020 \$ 42,500 per year

2020

\$ 44,625 per year

Insurance Brokerage Consulting Services -The Horton Group

**TOTAL:** an amount not to exceed Eighty-Seven Thousand and No/100 (\$87,000.00) Dollars for each of the first two years and Eighty Four Thousand One Hundred Twenty-Five and No/100 (\$84,125.00) Dollars the third year.

<u>SECTION 3: ASSIGNMENT:</u> CONSULTANT shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed for the 2019 policy and continue expeditiously for two years (2019 and 2020 policy years) from that date, with the option to renew at the VILLAGE's discretion for one (1) additional year (2021 policy year). This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONSULTANT shall defend, indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the professional negligence of the CONSULTANT, brought because of any injuries or damages received or sustained by any person, persons or property on account of any professional negligence of said CONSULTANT, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONSULTANT shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The CONSULTANT shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the CONSULTANT shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONSULTANT in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONSULTANT agrees to comply with all federal. state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONSULTANT hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seg., and that the CONSULTANT and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONSULTANT shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONSULTANT and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONSULTANT and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONSULTANT shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

<u>SECTION 7: NOTICE:</u> Where notice is required by the CONTRACT DOCUMENTS 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:

Denise Domalewski
Purchasing & Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212

e-mail: ddomalewski@orlandpark.org

# To the CONSULTANT:

Glenn Horton Chief Executive Officer The Horton Group 10320 Orland Parkway Orland Park, Illinois 60467 Telephone: 708-845-3000

Facsimile:

e-mail: Glenn.Horton@TheHortonGroup.com

Mike.Wojcik@TheHortonGroup.com Mike.Gleason@TheHortonGroup.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.

**SECTION 8: STANDARD OF SERVICE:** Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONSULTANT'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager

or a designee, the CONSULTANT shall replace any incompetent, abusive or disorderly person in its employ.

<u>SECTION 9: PAYMENTS TO OTHER PARTIES:</u> The CONSULTANT shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

<u>SECTION 10: COMPLIANCE:</u> CONSULTANT shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. 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.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park 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 of Orland Park under this agreement.

**SECTION 12: LAW AND VENUE:** The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

**SECTION 13: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

**SECTION 14: COUNTERPARTS:** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: VILLAGE OF ORLAND PARK	FOR: THE HORTON GROUP
Ву:	By: Michael K Gleason
Print Name: Toseph S. La Margo	Print Name: MICHAEL K. GLEASON
Title: Village Manager	Title: SR. VA / PARTNER
Date: 7/30/18	Date: July 9, 2018

# PROPOSAL SUMMARY SHEET RFP # 18-021

# Insurance Brokerage/Consulting Services

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.							
Organization Name	Organization Name: The Horton Group						
Street Address: 10320 Orland Parkway							
City, State, Zip: Of	land Park, I	L, 60467					
Contact Name: Mi	ke Wojcik						
Phone: (708) 84	5-3126	Fa	ax: <u>(708) 845</u>	-4236			
E-Mail address:	Mike.Wojcik@	TheHortonG	roup.com		<del></del>		
Annual Fee	2019	2020	Policy Years 2021	2022	2023		
Property/Liability	\$ <u>44,500</u>	\$ 44,500	\$ 39,500	\$ 39,500	\$_39,500		
Employee Benefits	\$ <u>42,500</u>	\$ <u>42,500</u>	\$ <u>44,625</u>	\$ <u>44,625</u>	\$ <u>44.625</u>		
Signature of Authorized Signee:							
Title: Chief Executive Officer							
Date: May 3, 2018							

ACCEPTANCE: This proposal is valid for <u>ninety (90)</u> calendar days from the date of submittal.



The unde	The undersigned Glenn Horton				as Chief Executive Officer			
		(Enter Name of F	Person Making Certifi	ication)		(Enter Title of Pers	onMaking Certification)	
and on b	ehalf of_		ton Group Name of Business C	Organizatio	nn)		, certifies that:	
1) <u>BUSI</u>	NESS O	RG ANIZATION	:					
The F	The Proposer is authorized to do business in Illinois: Yes 闪 No []							
Fede	Federal Employer I.D. #: 36-3672171  (or Social Security # if a sole proprietor or individual)							
The form of business organization of the Proposer is $(check$ one):								
_ s	ole Propr	ietor						
_	_ Independent Contractor (Individual)							
<del>-</del>	Partnership LC	)						
<b>v</b> -	Corporatio	<sub>n</sub> Illinois	i	8/30/1	1989			
_		(State of II	corporation)	(L	Date o	f Incorporation)		

#### 2) <u>ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS</u>: Yes [X] 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.

# 3) SEXUAL HARRASSMENT POLICY: Yes [3] No [ ]

Please be advised that Public Act 8 7- 125 7, 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."

RFP # 18-021

# 4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [X] 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 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.

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# 5) TAXCERTIFICATION: Yes [X] No []

Proposer is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (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.

# 6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Company 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:
THE TOTAL STREET
Signature of Authorized Officer
Glenn Horton
Name of Authorized Officer
Chief Executive Officer
Title
May 3, 2018
Date

# **REFERENCES**

ORGANIZATION	Village of Downers Grove			
ADDRESS	801 Burlington Ave			
CITY, STATE, ZIP	Downers Grove, IL 60515			
PHONE NUMBER	(630) 424-5537			
CONTACT PERSON	Dennis Burke, VP of Human Resources			
DATE OFPROJECT	July 2012 - Current			
ORGANIZATION	Town of Normal			
ADDRESS	11 Uptown Circle			
CITY, STATE, ZIP	Normal, IL 61761			
PHONE NUMBER	(309) 454-9502			
CONTACT PERSON	Jennifer Keigher, Human Resources Supervisor			
DATE OFPROJECT	July 2010 - Current			
ORGANIZATION	LaSalle County			
ADDRESS	707 E Etna Rd			
CITY, STATE, ZIP	Ottawa, IL 61350			
PHONE NUMBER	(815) 434-8244			
CONTACT PERSON	Melissa Pilch, Human Resources Director			
DATE OF PROJECT	July 2016 - Current			

Proposer's Name & Title: Signature and Date:

Mike Wojcik, Senior Vice President

May 3, 2018

#### **INSURANCE REQUIREMENTS**

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

#### **WORKERS COMPENSATION & EMPLOYER LIABILITY**

\$1,000,000 - Each Accident \$1,000,000 - Policy Limit \$1,000,000 - Each Employee Waiver of Subrogation in favor of the Village of Orland Park

#### **AUTOMOBILE LIABILITY**

\$1,000,000 - Combined Single Limit
Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)
\$1,000,000 - Each Occurrence \$2,000,000 - General Aggregate Limit
\$1,000,000 - Personal & Advertising Injury
\$2,000,000 - Products/Completed Operations Aggregate
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)
\$10,000,000 - Each Occurrence \$2,000,000 - Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

#### **INSURANCE AGENT ERRORS AND OMISSIONS LIABILITY**

Limit- \$10,000,000

(A Copy of Policy Declarations Page must be submitted with response)

Any insurance policies providing the coverages required of the Contractor shall be <u>specifically endorsed</u> to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees 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." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. 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. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The proposer agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 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 selected proposer.

ACCEPTED & AGREED THIS	DAY OF_	May 3rd	,20 <u>18</u>	
Toll Par				
Signature		Authoriz	ed to execute agreements for:	
Glenn Horton, Chief Executive Officer		The Horto	on Group	
Printed Name & Title	<del></del> _	Name o	f Company	
DED#40.004		2.2		

RFP#18-021



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/20/2018

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).

this certificate does not conte	r rights to the certificate holder in field of s	uch endorsement(s).					
PRODUCER		CONTACT NAME:					
The Horton Group 10320 Orland Parkway		PHONE (A/C, No, Ext): 708-845-3000 FAX (A/C, No):					
Orland Park IL 60467		E-MAIL ADDRESS: Certificates@thehortongroup.com					
		INSURER(S) AFFORDING COVERAGE		NAIC#			
		INSURER A: Sentinel Insurance Company, Ltd		11000			
INSURED HORTGRO The Horton Group, Inc. 10320 Orland Parkway Orland Park IL 60467-5658	HORTGRO-01	INSURER B: Twin City Fire Insurance Co		29459			
		INSURER C : National Surety Corp		21881			
		INSURER D : Great American E&S Ins. Co.		37532			
		INSURER E : Allied World Surplus Lines_		24319			
		INSURER F:					
001/504.050	OFFICIOATE MUMBER. 4000000400						

COVERAGES CERTIFICATE NUMBER: 1002296130 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.

	_		14.55						
INSR LTR		TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	X	COMMERCIAL GENERAL LIABILITY	Y	Υ	83SBAPV5415	1/1/2018	1/1/2019	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE X OCCUR			1			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
					1		'	MED EXP (Any one person)	\$ 10,000
					1		'	PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	L'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$ 2,000,000
		POLICY PRO- X LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	11	OTHER							\$
Α	AUT	OMOBILE LIABILITY	Y	Y	83UECJG2817	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	Х	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X	AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
С	Х	UMBRELLA LIAB X OCCUR			SUO00058060948	1/1/2018	1/1/2019	EACH OCCURRENCE	\$ 25,000,000
		EXCESS LIAB CLAIMS-MADE			1			AGGREGATE	\$ 25,000,000
		DED X RETENTION \$ 0							\$
В		KERS COMPENSATION EMPLOYERS' LIABILITY			83WEIR2653	1/1/2018	1/1/2019	X PER OTH-	
	ANYF	PROPRIETOR/PARTNER/EXECUTIVE	N/A		1			E.L. EACH ACCIDENT	\$ 500,000
	(Man	datory in NH)						E L DISEASE - EA EMPLOYEE	\$ 500,000
	DES(	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 500,000
DШ		essional Liability essional Liability			TER1552837 03055073	10/15/2017 10/15/2017	4/15/2019 4/15/2019	Limit Limit	15,000,000 10,000,000
					1				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured with respect to the general liability and auto liability coverage only when required by written contract.

Waivers of subrogation apply to the general liability and auto liability in favor of the stated additional insureds only when required by written contract.

Umbrella follows form.

Additional Insureds: Village of Orland Park

CERTIFICATE HOLDER	CANCELLATION
Village of Orland Park Office of the Village Clerk	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Office of the Village Clerk 14700 South Ravinia Avenue Orland Park IL 60462	Jak Bishler