

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

**Legistar File ID#:**

**Innoprise Contract #:** C21-0113

**Year:** 2021

**Amount:** \$55,438.00

**Department:** Public Works

**Contract Type:** Goods Purchase

**Contractors Name:** Vermeer Midwest

**Contract Description:** Purchase of Stump Grinder



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND  
VERMEER MIDWEST  
RELATIVE TO THE VILLAGE'S PURCHASE OF A VERMEER SC802 STUMP GRINDER**

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made this 4th day of August 2021, by and between Village of Orland Park (hereinafter referred to as "Village") and Vermeer Midwest (hereinafter referred to as "Vendor") to furnish all goods, materials, supplies, tools, and equipment as set forth herein.

**WITNESSETH:**

In consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. **Goods to be Purchased:** The Vendor agrees to and shall provide all of the Goods identified:  
 on Vendor's Quote dated 07/21/2021 ("Quote"); or  
 on Village's Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ ("Purchase Order");  
which is/are attached hereto and made a part of this Agreement as Exhibit A. The terms, conditions and specifications set forth in Village's Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Vendor. Any provisions in the Vendor's Quote or Proposal or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village's Purchase Order shall control.
  2. **Not to Exceed Payment:** The Village agrees to pay the Vendor as compensation for Vendor's supply and delivery of the Goods as set forth on the Quote (Proposal) or Purchase Order a total amount of not to exceed \$55,438.00 ("Contract Amount").
  3. **Compensation:**
    - A. The Village agrees to pay the Vendor for the Goods in the following manner:  
 **Payment of Invoice after Delivery:** Vendor agrees to and shall submit an invoice which shall be paid by the Village after the delivery in good condition and approval of the Goods; or  
 **Progress Payments:**
      - A. 50% of the base Contract Amount upon execution of this Agreement; and
      - B. 50% of the base Contract Amount upon delivery of all of the Goods to the Village in good condition.
    - Prepayment of Village Order:** The Village agrees to prepay the Vendor for the Goods and related shipping, delivery, and/or set-up; or
  - B. **Payment:** Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
4. **Contract Documents:** The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:  
 Scope of Order as set forth in the Vendor's Quote dated July 21, 2021 (Exhibit A)

Village of Orland Park Purchase Order No. \_\_\_\_\_ (Exhibit A)

5. **Time is of the Essence; Delivery Date:** Time is of the essence of this Contract. The Goods shall be delivered to the Village as set forth on:
- The Vendor's Quote, but not later than October 1, 2021
  - The Village of Orland Park Purchase Order No. \_\_\_\_\_.
- (hereinafter the "Delivery Date"), barring only Acts of God, due to which the Delivery Date may be modified only if approved in writing by the Village. The Goods shall be delivered FOB to the Village, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or to any other address provided by the Village.
6. **Title and Risk of Loss:** Title to, and the risk of loss, injury or destruction from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods have been received, inspected and accepted by the Village. The risk of loss from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods have been received and accepted by the Village.
7. **Control and Inspection of Goods:** Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Goods shall be made after delivery. Final inspection, acceptance or rejection of the Goods shall not impose liability on the Village for Goods or services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Goods until and unless fully corrected and/or replaced as determined by the Village. All Goods delivered and, if applicable, installed by the Vendor shall be in conformance with the Contract Documents as determined solely by the Village and, notwithstanding any conflict with the Contract Documents, the provisions of this Agreement shall take precedence unless the Vendor and an authorized agent of the Village otherwise agree in writing. Unless otherwise specifically stated in the Contract Documents, the Vendor shall provide new commodities, fresh stock, and/or the latest design or package, as applicable. Vendor also warrants and represents that the Goods are and shall remain free from any and all liens, restrictions, encumbrances, claims of infringement, or other third party claims, and that no hazardous materials, including, but not limited to, asbestos or any other toxic or hazardous substances set forth in 29 CFR 1910 Subpart Z—Toxic and Hazardous Substances, are utilized or contained in any of the Goods purchased hereunder. All delivery arrangements shall be made in advance with the Village's designee. Notwithstanding anything to the contrary in any of the Contract Documents, risk of loss, damage, or destruction to the Goods shall only pass to the Village only upon delivery of the Goods in good condition to the Village.
8. **Deficiencies:** The Village may, if the Vendor does not correct deficiencies in the Goods with reasonable promptness after receiving a written notice from the Village, deduct the reasonable cost of the correction or cure from the amounts owed to the Vendor or require the Vendor to retrieve the Goods at its sole expense and deduct the full amount of the returned Goods from the Agreement Sum. The rights and remedies of the Village stated in this provision shall be in addition to and not in limitation of, any other rights that the Village may have under other provisions of this Agreement or at law or in equity.
9. **Taxes:** The VILLAGE is a public body and is exempt from excise, sales and use taxes. Vendor warrants that all material costs and scheduled values have been calculated so as to give the Village its tax exempt status.
10. **Termination:** This Agreement may be terminated by the Village for cause or convenience upon written notice to Vendor and in the case of Goods manufactured or modified to the Village's specifications, only upon payment of the costs incurred, as approved by the Village, up to the date of termination.
11. **Venue and Choice of Law:** The Vendor 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 Agreement and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

12. **Nonassignability:** The Vendor shall not assign this Agreement, 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 Vendor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
13. **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:**  
 Nicole Merced  
 Village of Orland Park  
 14700 South Ravinia Avenue  
 Orland Park, Illinois 60462  
 Telephone: 708-403-6173  
 Facsimile: 708-403-9212  
 e-mail: nmerced@orlandpark.org

**To the Contractor:**  
 Ryan Priola  
 Vermeer Midwest  
 2801 Beverly Dr  
 Aurora, IL 60502  
 Telephone: 630-820-3030  
 Facsimile: n/a  
 e-mail: ryan.priola@vermeermidwest.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.

14. **Warranty and Guarantee:** In addition to any manufacturer's warranty(ies) on the Goods to be supplied pursuant to the Contract Documents, the Vendor shall warrant and guarantee the Goods for the greater of (i) a period of two (2) years from the date of delivery thereof to the Village or (ii) Vendor's standard warranty for such Goods (the "Warranty Period"). The Vendor warrants and guarantees that for the Warranty Period the Goods shall be free from all defects and deficiencies, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Vendor shall promptly replace any and all such Goods which have been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents. The cost of repair or replacement shall include all reasonable packaging and shipping costs to Vendor as well as re-delivery to the Village. In the event that the Vendor should fail to make such replacement(s) as the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Vendor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such replacements.
15. **Commercial General Liability Insurance:** Prior to supplying and/or delivering the goods which are the subject of this Agreement, the Vendor shall be required to provide to the Village evidence of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and products/completed operations coverage. The general aggregate amount of such coverage shall be a minimum of \$2,000,000. Such coverage shall name the Village of Orland Park, its officials, officers, employees, and agents as additional insureds on a primary and non-contributory basis and provide the Village with a Certificate of Insurance and required additional insured endorsements evidencing such coverage.

**Cyber Liability Coverage:** for losses arising out of the Vendors 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 financials losses.

16. 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.
17. 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.
18. Facsimile or PDF 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 an established electronic security procedure mutually agreed upon in writing by the Parties.
19. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
20. Independent Contractor/No Third Party Beneficiaries: Vendor shall be an independent contractor pursuant to this Agreement. Nothing herein shall be construed as creating any agency, partnership, joint venture or other joint enterprise, employment or fiduciary relationship between the parties. Neither Party, by virtue of this Agreement, will have any right, power or authority to act or create an obligation, express or implied, on behalf of the other Party. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
21. Intellectual Property: Vendor hereby grants to Village a paid-up, non-exclusive, unrestricted license under any and all copyrights for any work of authorship fixed in any tangible medium of expression (including without limitation all drawings, prints, manuals and specifications) furnished hereunder. In the event Village engages Vendor to produce materials which would be considered "Intellectual Property" (including, but not limited to, software programs, scripts, sales/training programs, video photography, photography, advertisements, films, tapes, discs, manuscripts), it is understood and agreed by Vendor that Village will be the sole owner of all intellectual property rights (including without limitation all copyrights) associated with such Intellectual Property. All Intellectual Property shall be considered "works made for hire" to be owned by Village pursuant to 17 U.S.C. §201.
22. Freedom of Information Act Compliance: 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.
23. Compliance with Laws: Vendor shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the provision of the goods to a public body, including but not limited to all of the applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) Vendor shall not engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act but shall maintain and require that any suppliers 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. Vendors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Vendors 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 the Contract.

24. Entire Agreement: This Agreement (including but not limited to the Addendum to Contract and the other Contract Documents and all Exhibits attached hereto which by reference are made a part of this Agreement), 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. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

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

VENDOR: VERMEER MIDWEST

VILLAGE OF ORLAND PARK

By: 

Name: Ryan Pajac  
Its Territory Manager and Authorized Agent

By: 

Name: George Kolczwa Title: Village Manager

ATTEST: 

EXHIBIT A

[ATTACHED]

Vendor's Quote dated July 21, 2021

2021 Vermeer Corporate Account Pricing  
Sourcewell Grounds Maintenance Contract # 062117-VRM

QUOTE  
 ORDER



**SC802 - 74 hp Stump Cutter**

**Basic Unit - Manual Controls** (use this pricing if specifications beyond those shown below are desired)

SC802 Stump Cutter w/ 74 hp Deutz TD2.9 Tier 4 Final turbocharged diesel engine; manual control valve w/ swing-out control station; operator presence system; SmartSweep control system; gearbox cutter drive; rubber curtains; rubber torsion suspension; pintle hitch; double safety chains; electric brakes w/ break-away switch; 6-bolt 10 x 16.5 flotation LRE tires; multifunction display (MFD); reflectors (011); Vermeer Cutting System (VCS) (040); LED lights (includes tail, stop, turn, side marker, license lights, grommets and all hardware) (799); Telematics (AM002)

For additional options, see "Optional Features" section below.

**Basic Unit Price:** **\$54,603.00**

**Basic Unit - Remote Controls** (use this pricing if specifications beyond those shown below are desired)

SC802 Stump Cutter w/ 74 hp Deutz TD2.9 Tier 4 Final turbocharged diesel engine; radio remote controls w/ swing-out control station; operator presence system; SmartSweep control system; gearbox cutter drive; rubber curtains; rubber torsion suspension; pintle hitch; double safety chains; electric brakes w/ break-away switch; 6-bolt 10X16.5 flotation LRE tires; multifunction display (MFD); reflectors (011); Vermeer Cutting System (VCS) (040); LED lights (includes tail, stop, turn, side marker, license lights, grommets and all hardware) (799); Telematics (AM002)

For additional options, see "Optional Features" section below.

**Basic Unit Price:**

**Optional Features:**

- Biodegradable Hydraulic Oil (998)
- Miscellaneous Features: sales code \_\_\_\_\_

**Add to Basic Unit Price:**

\$ \_\_\_\_\_

**Extended Warranty: (choose one)**

- 2 Year Labor Warranty (PL2)
- 2 Year Confidence Plus (CP2) -includes 2 Year Parts & Labor Warranty and initial 4 PM intervals
- 3 Year Parts and Labor Warranty (PL3)
- 3 Year Confidence Plus (CP3) -includes 3 Year Parts & Labor Warranty and initial 4 PM intervals
- Planned Maintenance Package 4-Intervals (PM)

**Must Enter Qty:** 0

Date:	7/21/2021
For:	Village of Orland Park
Sourcewell Member #:	
Provided By:	Vermeer Midwest
Contact Name:	Ryan Priola
Mobile #:	815.786.5938

**Subtotal:** **\$54,603.00**

**Dealer Freight & Prep:** **\$835.00**

**Quantity:** 1

**Total:** **\$55,438.00**

**Sales Tax:** \_\_\_\_\_

**Grand Total:** **\$55,438.00**

**Pricing effective 03/28/21**

NOTE: All pricing in USD \$

NOTE: Include applicable sales tax

Quotes valid for 30 days

ACCEPTED:

Vermeer  
 BY: [Signature]  
 DATE: 8/10/21

Customer  
 BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

Any applicable sales tax is not included. Prices subject to change without notice. These prices are exclusive of any and all duties, import fees, taxes, or other similar charges. These prices may not be available in any transaction involving a trade or rental transaction. This sheet may not include all possible specifications available for this model. For complete product specifications, please contact your local authorized Vermeer dealer. Unless otherwise noted, dealer freight & prep to be determined.



 **ORLAND PARK**  
**INSURANCE REQUIREMENTS**

**WORKERS' COMPENSATION & EMPLOYER LIABILITY**

Full Statutory Limits - Employers Liability  
\$500,000 – Each Accident \$500,000 – Each Employee  
\$500,000 – Policy Limit  
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:** ISO CG 20 10 or CG 20 26 and  
CG 20 01 Primary & Non-Contributory  
Waiver of Subrogation in favor of the Village of Orland Park

**PROFESSIONAL LIABILITY**

\$1,000,000 Limit - Claims Made Form, Indicate Retroactive Date  
Deductible not-to-exceed \$50,000 without prior written approval

**UMBRELLA LIABILITY (Follow Form Policy)**

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate  
**EXCESS MUST COVER:** General Liability, Automobile Liability, Employers' Liability

**UMBRELLA/EXCESS PROFESSIONAL LIABILITY**

\$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date  
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, notification, response,  
credit monitoring service costs, and software/property damage

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, Purchasing Coordinator, 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 9 DAY OF Aug, 2021

Signature

Ryan Pava  
Printed Name & Title

Authorized to execute agreements for:

Vernon Midwest  
Name of Company

*Note: Sample Certificate of Insurance and Additional Insured Endorsement attached.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/06/2021

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

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

<b>PRODUCER</b> Sentry Insurance 1800 North Point Drive Stevens Point, WI 54461	<b>CONTACT NAME:</b> Sentry Customer Service
	<b>PHONE (A/C No., Ext):</b> 800-473-6879 <b>FAX (A/C No.):</b> 800-514-7191
	<b>EMAIL ADDRESS:</b> businessproducts_direct@sentry.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A :</b> Sentry Select Insurance Company <b>NAIC #</b> 21180
	<b>INSURER B :</b> Middlesex <b>NAIC #</b> 23434
	<b>INSURER C :</b>
	<b>INSURER D :</b>
	<b>INSURER E :</b>
	<b>INSURER F :</b>

**COVERAGES** **CERTIFICATE NUMBER:** 2286015 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	2447745018	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,500,000 PRODUCTS - CDM/OP AGG \$ 1,500,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			2447745013	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			2447745022	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 60,000,000 PRODUCTS - COMP/OP AGG \$ 60,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	2447745012	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b> Village of Orland Park 14700 S Ravinia Ave Orland Park, IL 60462-3134	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: XXXXXX8232

LOC #: \_\_\_\_\_

### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

<b>AGENCY</b> Brady Hammon		<b>NAMED INSURED</b> Vermeer-Illinois Inc	
<b>POLICY NUMBER</b> 2447745018			
<b>CARRIER</b> Sentry Select Insurance Company	<b>NAIC CODE</b> 21180	<b>EFFECTIVE DATE:</b> 04/01/2021	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**General Liability**

Other additional insured: Village of Orland Park, its related entities and each of their respective officers, directors, employees and agents. Coverage is primary and noncontributory. Excess/Umbrella Liability follows form over the General Liability and Automobile Liability policies.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Village of Orland Park	All locations Description: Service work performed
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" 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 for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**Change effective 08/06/2021**

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Sentry Select Insurance Company

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**  
Village of Orland Park

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

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

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

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.