

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2022-0019

Innoprise Contract #: C22-0041

Year: 2022

Amount: \$74,789.00

Department: Pubic Works

Contract Type: Goods

Contractors Name: Arends Hogan Walker LLC

Contract Description: Purchase of John Deere 333G Compact Track Loader



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
Arends Hogan Walker LLC
RELATIVE TO THE VILLAGE'S PURCHASE OF John Deere 333G Compact Track Loader**

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made February 7, 2022, by and between the Village of Orland Park (hereinafter referred to as "Village") and Arends Hogan Walker LLC (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 or Proposal Number 25920313 dated January 28, 2022 ("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 \$74,789.00 ("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 Payment 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.

967469-06-1-6

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 or Proposal Number 25920313 dated January 28, 2022 (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 (Proposal), but not later than October 1, 2022
 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.

967469-06-2-6

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:

Name: Jack Neven
 Village of Orland Park
 14700 South Ravinia Avenue
 Orland Park, Illinois 60462
 Telephone: _____
 Facsimile: _____
 Email: jneven@orlandpark.org

To the Contractor:

Name: George O'Hara
 Arends Hogan Walker LLC
 559 S Main Street
 Elburn, IL, 60119
 Telephone: 630-383-1795
 Facsimile: _____
 e-mail: gohara@ahwllc.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

967469-06-3-6

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 financial 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

967469-06-4-6

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

Arends Hogan Walker LLC

VILLAGE OF ORLAND PARK

By: E-SIGNED by George O'Hara
on 2022-02-24 17:20:45 GMT

By: E-SIGNED by George Koczwar
on 2022-02-24 17:38:16 GMT

Name: George O'Hara

Name: George Koczwar

Its Sales Representative & Authorized Agent

Title: Village Manager

967469-06-5-6

EXHIBIT A

[ATTACH]

Vendor's Quote or Proposal Number 25920313 dated January 28, 2022 or
Village's Purchase Order No. _____ dated _____

967469-06-6-6

Quote Summary

Prepared For:
 ORLAND PARK PUB WKS
 15655 S RAVINIA AVE
 ORLAND PARK, IL 60462
 Business: 708-403-6350

Prepared By:
 George Ohara
 AHW LLC
 559 South Main
 Elburn, IL 60119
 Phone: 630-365-6020
 gohara@ahwllc.com

John Deere is on the Sourcewell contract and this quote reflects Sourcewell pricing.
 Your Member number is ID# 58277
 Sourcewell Contract Number: 032119-JDC

Quote Id: 25920313
Created On: 17 January 2022
Last Modified On: 28 January 2022
Expiration Date: 28 February 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 333G COMPACT TRACK LOADER	\$ 112,024.00	\$ 73,170.00 X	1 =	\$ 73,170.00
Customer Delivery Charge - CCE & 5 Series		\$ 200.00 X	1 =	\$ 200.00
Sub Total				\$ 73,370.00
JOHN DEERE Heavy Duty 60 in. Frame and Set of Forks	\$ 1,787.00	\$ 1,419.00 X	1 =	\$ 1,419.00
Equipment Total				\$ 74,789.00

Quote Summary

Equipment Total	\$ 74,789.00
MFG RETAIL BONUS	\$ 0.00
DOC FEES	\$ 0.00
REGISTRATION FEES	\$ 0.00
TITLE FEES	\$ 0.00
FINANCE FEES	\$ 0.00
SubTotal	\$ 74,789.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 74,789.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 74,789.00

Salesperson : X _____

Accepted By : X _____



Selling Equipment



Quote Id: 25920313

Customer: ORLAND PARK PUB WKS

JOHN DEERE 333G COMPACT TRACK LOADER

Hours:

Suggested List

Stock Number:

\$ 112,024.00

Selling Price

\$ 73,170.00

Code	Description	Qty	Unit	Extended
0BF2T	333G COMPACT TRACK LOADER	1	\$ 99,664.00	\$ 99,664.00
Standard Options - Per Unit				
0770	Cab/Heat/AC, Power QT, Hi Flow, SL & RC, 2Spd, LED Lights, Rev Fan, Chrome, Heat Seat, Radio	1	\$ 4,589.00	\$ 4,589.00
0995	ISO Joystick Controls with Integrated Detents & EH Joystick Performance Package & EH Boom Performance Package	1	\$ 2,454.00	\$ 2,454.00
1501	English Operator's Manual and Decals	1	\$ 0.00	\$ 0.00
1741	Less JDLink	1	\$ 0.00	\$ 0.00
2605	Offset Block Lug Tread Pattern - 17.7 in. (450 mm) Tracks	1	\$ 0.00	\$ 0.00
4001	2-Inch Seat Belt with Shoulder Harness	1	\$ 217.00	\$ 217.00
6006	Air Suspension Seat (Cloth with Heat)	1	\$ 639.00	\$ 639.00
8380	Footrest with Floormat	1	\$ 147.00	\$ 147.00
9062	84 in. HD Construction Bucket (21.0 cu. ft.) with Edge	1	\$ 2,188.00	\$ 2,188.00
Standard Options Total				\$ 10,234.00
Dealer Attachments				
MISC	Rear View Camera	1	\$ 1,000.00	\$ 1,000.00
Dealer Attachments Total				\$ 1,000.00
Value Added Services				
	Customer Delivery Charge - CCE & 5 Series	1	\$ 200.00	\$ 200.00
Value Added Services Total				\$ 200.00
Other Charges				
	Freight	1	\$ 571.00	\$ 571.00
	Setup	1	\$ 555.00	\$ 555.00
Other Charges Total				\$ 1,126.00
Suggested Price				\$ 112,224.00
Customer Discounts				
Customer Discounts Total			\$ -38,854.00	\$ -38,854.00
Total Selling Price				\$ 73,370.00



Selling Equipment



Quote Id: 25920313

Customer: ORLAND PARK PUB WKS

JOHN DEERE Heavy Duty 60 in. Frame and Set of Forks				
Hours:				Suggested List
Stock Number:				\$ 1,787.00
				Selling Price
				\$ 1,419.00
Code	Description	Qty	Unit	Extended
03K2T	Heavy Duty 60 in. Frame and Set of Forks	1	\$ 1,382.00	\$ 1,382.00
Standard Options - Per Unit				
1010	48" TINES RATED 6200 LBS	1	\$ 241.00	\$ 241.00
	Standard Options Total			\$ 241.00
Other Charges				
	Freight	1	\$ 164.00	\$ 164.00
	Other Charges Total			\$ 164.00
	Suggested Price			\$ 1,787.00
Customer Discounts				
	Customer Discounts Total		\$ -368.00	\$ -368.00
Total Selling Price				\$ 1,419.00

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.

5) 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.

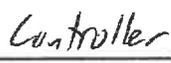
6) **AUTHORIZATION & SIGNATURE:**

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


Name of Authorized Officer


Title


Date



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
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

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

Please provide the following coverage, if box is checked.

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, and notification, response
and credit monitoring service costs

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 11th DAY OF February, 2021



Signature

Authorized to execute agreements for:

Brett R. Penick, Controller

Printed Name & Title

Arcadi Muzca Walker LLC

Name of Company



AGENCY CUSTOMER ID: XXXXXX6151

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Andrew Sevic		NAMED INSURED Arends Hogan Walker LLC	
POLICY NUMBER 2541700004			
CARRIER Sentry Select Insurance Company	NAIC CODE 21180	EFFECTIVE DATE: 03/20/2021	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

General Liability

GL coverage provided is primary and non-contributory per the terms CG 20 01.

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 Village of Orland Park officials, employees, and agents.	All locations Description: Equipment purchased and training
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 02/23/2022

CG 20 10 04 13

2541700

Sentry Select Insurance Company

© Insurance Services Office, Inc., 2012

Page 1 of 2

02/23/2022

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
Village of Orland Park officials, employees, and agents.

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.

Change effective 02/23/2022

CG 24 04 05 09

2541700

Sentry Select Insurance Company

© Insurance Services Office, Inc., 2008

Page 1 of 1

02/23/2022

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.