Request for Proposals

Village of Deer Park

Mechanical Services for Vehe Barn and Village Hall

Project Description

The Village of Deer Park is soliciting a request for proposals (RFP) for Mechanical Services for Vehe Barn and Village Hall (Work detail and property maps included as Exhibit A). This RFP is intended to provide preventive maintenance and inspection services only, unless otherwise expressly stated in the Contractor's proposal and accepted by the Village. No repair work, replacement parts, or corrective services are included unless specifically authorized by the Village in writing.

Public Records

The documents submitted in response to this request for proposal become a public record, upon submission to the Village, subject to mandatory disclosure upon request by any person unless the documents are exempted from public disclosure by a specific provision of the Illinois Freedom of Information Act. If the Village receives a request for inspection or copying of any such documents, it will promptly notify the person submitting the documents to the Village. The Village assumes no contractual obligation to enforce any exemption on behalf of a respondent to this RFP.

Reservation of Rights

The Village reserves the right to amend the RFP schedule or issue amendments to the RFP at any time. The Village also reserves the right to cancel or reissue the RFP, to reject any or all proposals, to waive any irregularities or informalities in the selection process, and to accept or reject any item or combination of items. The Village reserves the right to request clarification of information from any proposer or to request supplemental material deemed necessary to assist in the evaluation of the proposal. The Village reserves the right to effect any agreement deemed by the Village to be in its best interest. This RFP does not obligate the Village to accept or contract for any expressed or implied services. The Village reserves the right to negotiate final scope, pricing, and contract terms with the selected proposer prior to award, provided such negotiations do not materially alter the intent of this RFP.

Contract

The successful vendor will be asked to enter into the Village's standard PO form, attached hereto as Exhibit B. In the event that the proposer to whom any services are awarded does not execute a contract within thirty (30) calendar days after Village Board approval, the Village may give notice to such proposer of intent to award the contract to the next most qualified proposer or to call for new proposals and may proceed to act accordingly.

Costs of Response

The Village will not reimburse any proposer for any of the costs involved in the preparation and submission of responses to this RFP.

Proposer Responsibilities

Proposers shall thoroughly examine and be familiar with Mechanical Services specifications attached to this RFP as Exhibit A. The failure or omission of any proposer to receive or examine this document shall in no way relieve any proposer of obligations with respect to this proposal or the subsequent contract. Proposers are strongly encouraged to schedule an appointment to conduct a site visit prior to submitting

a proposal. Failure to conduct a site visit shall not relieve the successful proposer from performing the work for the agreed-upon price, nor shall it constitute grounds for additional compensation.

Insurance

Proposers shall submit proof of commercial general liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of the Vendor's performance with limits of one million dollars ($1,000,000) for each claim, one million dollars ($1,000,000) products aggregate and two million dollars ($2,000,000) general aggregate which may be provided through umbrella coverage all in accordance with the PO form (Exhibit B).

References

The proposal shall include three (3) professional references that may attest to the firm's previous work. The Village may contact references directly to inquire about the quality and type of services that have been or are currently being provided to other customers.

Work Scope:

Contractor to provide a proposal for the following: The Contractor shall perform Mechanical maintenance services, furnish all labor, equipment, and supplies for the inspections and maintenance as necessary, and other items listed in (Exhibit A) for the period beginning March 18, 2026 up to March 17, 2027. By mutual agreement with the Contractor, at the sole discretion of the Village, this contract may be extended for not more than two (2) additional periods under the same terms and conditions.

Schedule

January 2, 2026:	RFP issued
February 6, 2026:	Proposals to be submitted digitally to Assistant to the Administrator, Karen Kasregis at kkasregis@VODP.NET BY 4:OO P.M. local time
February 20, 2026:	Contract Approval
March 17, 2026:	Work Begins

Cost Proposal

Proposer/Contractor agrees to complete all work according to the above schedule and exhibit A for the following Yearly price(s):

Total Mechanical Maintenance Cost:_____
(Please also submit a proposal breakdown of services.)

Additional Information

Any additional information requests from Proposers/Contractors may be directed to the Assistant to the Administrator, Karen Kasregis at kkasregis@vodp.net.

RFP Acknowledgment Form

I hereby acknowledge receipt of the Village of Deer Park Request for Proposals for Mechanical Services of Vehe Barn and Village Office with my company's intent to submit a proposal in accordance with the RFP. Please send any and all communication regarding the RFP to the following individual;

Name: _____

Address: _____

Phone: _____

Fax: _____

E-Mail: _____

_____ _____

Signature Date

Please Remit Acknowledgment Forms to:

Village of Deer Park
Attn: Karen Kasregis
23680 W Cuba Road
Deer Park, IL 60010

e-mail: kkasregis@vodp.net

Exhibit A

Vehe Barn – 23570 W Cuba Road, Deer Park IL 60010

Village Office – 23670 W Cuba Road, Deer Park, IL 60010

Equipment List:

Tag	Qty	Type	Make	Location
B1	1	Boiler	Lochinvar	Barn
CU1B	1	Condensing Unit	McQuay	Barn
FC-1	1	Fan Coil Unit	Magic Aire	Barn Boiler Room
FC-2	1	Fan Coil Unit	Magic Aire	Barn Office 1st Floor
FC-3	1	Fan Coil Unit	Magic Aire	Barn Museum Space
FC-4	1	Fan Coil Unit	Magic Aire	Barn Museum Space
FC-5	1	Fan Coil Unit	Magic Aire	Barn Closet Under Stairs
FC-6	1	Fan Coil Unit	Magic Aire	Barn Closet 2nd Floor
FC-7	1	Fan Coil Unit	Magic Aire	Barn Closet Board Room
FC-8	1	Fan Coil Unit	Magic Aire	Barn Board Room/Panels
FC-9	1	Fan Coil Unit	Magic Aire	Barn Board Room/Panels
FC-10	1	Fan Coil Unit	Magic Aire	Barn Kitchen
FC-11	1	Fan Coil Unit	Magic Aire	Barn 3rd Floor Balcony
FC-12	1	Fan Coil Unit	Magic Aire	Barn 3rd Floor File Room
P	2	Circulating Pump	Taco	Barn
PKG	1	Packaged Unit	Bryant	Barn
EF-1	1	Exhaust Fan	Twin City	Village Office
EF2-5	4	Exhaust Fan	Twin City	Village Office
GF-1	1	Furnace	Reznor	Village Office
GF-2	1	Condensing Unit	Reznor	Village Office
EUH	2	Unit Heat	Quellet	Village Office
EUH	1	Unit Heat	Quellet	Village Office

Proposers shall acknowledge that pricing is based on the complete equipment list shown above. No equipment exclusions shall be permitted unless clearly identified in the proposal and accepted by the Village.

Mechanical Services Include:

- Two seasonal inspections with preventive maintenance; components checked and cleaned and lubricated as required.
- Air filters checked and changed.
- Belts and drives checked and adjusted. Belts replaced if needed.
- Internal electrical components checked and cleaning of contacts.
- Coils and heat exchangers checked.
- Drain pans and P-traps checked and cleaned.
- Air-Cooled Condenser cleaned.
- Drive Belts changed once per year.
- Air Filters changed 4 times per year.

Written inspection and maintenance reports shall be provided to the Village following each service visit, documenting observations, deficiencies, and recommended actions.

- **Response Time:** Emergency service requests shall receive a response within four (4) hours of notification. Non-Emergency service requests shall receive a response within two (2) business days.

- **Repairs and Additional Work:** Any repairs, corrective actions, or services identified during inspections shall be quoted separately and shall not be performed without prior written authorization form the Village.

- **Labor Rates and Markups:** Proposals shall include a schedule of standard hourly labor rates, after-hours or emergency labor rates, and any applicable parts or materials markup percentage. These rates shall remain fixed for the duration of the contract term unless otherwise approved by the Village.

EXHIBIT B - Example PO

VILLAGE OF DEER PARK PURCHASE ORDER - VENDOR (Services)

Effective Date: _____ Purchase Order Agreement No._____

The Owner and Vendor enter into this Purchase Order Agreement as of the Effective Date set forth above and mutually agree to all the provisions of this Purchase Order, its Terms and Conditions and all attached Schedules. **The Agreement between the parties consists of: This Purchase Order and the attached Terms and Conditions; Schedule A – Scope of Work/Services; Schedule B – Contract Price; Schedule C – Insurance; Schedule D – Supplemental Terms and Conditions**. No additional or contrary terms stated in the Vendor's acknowledgment or other response shall be deemed a part of this Agreement.

Project:	Location:

Owner	Vendor
Village of Deer Park **Address: 23680 W. Cuba Road** **Deer Park, IL 60010** **Contact: Beth McAndrews** **Phone: 847-726-1648** **Email: bmcandrews@vodp.net**	**Name:** **Address:** **Contact:** **Phone:** **Email:**

☐ PREVAILING WAGE NOTICE: If this box is checked, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

COST OF WORK: The Contract Price of the Work under this Agreement is:
☐ Lump Sum: NA ☐ Other: Not to Exceed: NA ☐ Price as set forth in Schedule B ☐ Unit Price as set forth below:

UNIT PRICE	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM EXTENSION
			$

TERM/COMPLETION DATE: The effective date of this Agreement shall be as stated at the top of this page. The substantial completion date, if any, is _____, 20____.

ACCEPTANCE OF AGREEMENT: The parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all terms and provisions herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

VENDOR:

_____

By:_____
Representative of Vendor authorized to execute Purchase Order Agreement

Title:_____

Dated:_____

VILLAGE OF DEER PARK

By:_____

Title:_____

Dated:_____

Attest:_____
Village Clerk

Revision Date: February 7, 2025

Example

TERMS AND CONDITIONS

1. Acceptance of Agreement: Acceptance of this Agreement is expressly limited to the terms hereof, and in the event that Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Agreement may be accepted by the commencement of any Work hereunder, and in any event, shall be deemed accepted in its entirety by Vendor unless the Owner is notified to the contrary within ten (10) days from its date of issue.

2. Amendment, Modification or Substitution: This Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by the Owner. No proposals or prior dealings of the parties or trade custom or course of conduct not expressed herein shall alter the interpretation or enforcement of this Agreement.

3. Familiarity with Plans; Qualifications: Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined any and all applicable plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents as they relate to Vendor's Services under this Agreement. Vendor represents to the Owner that it is fully experienced and properly qualified as an expert to perform the class of work or provide the products provided for herein, and that it is properly equipped, organized and financed to handle such work. Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the Owner, and shall hold the Owner free and harmless from all liability, costs and charges by reason of any act or representations of Vendor, its agents or employees.

4. Safety: Insofar as jobsite safety is concerned, the Vendor is solely responsible for its own and its employees' activities in the performance of the Work/Services under this Agreement, including on the jobsite, but this shall not be construed to relieve the Owner or any of the Owner's contractors (or their subcontractors) from their responsibilities for maintaining a safe jobsite. The Owner shall have no responsibility for Vendor's, or Vendor's subcontractors', methods of work performance, superintendence, sequencing, or safety in, on or about the jobsite.

5. Extras and Change Orders: No claim by Vendor that any instructions, by drawing or otherwise, constitute a change in Vendor's performance hereunder, for which Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Vendor shall have received a written change order or amendment to this Agreement authorizing such performance signed on behalf of the Owner by a person having actual authority to do so.

6. Inspection and Acceptance: The Owner shall have the right at all reasonable times to inspect all Work performed or furnished by Vendor. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.

7. Term: Unless otherwise terminated pursuant to the provisions of this Agreement, the term of this Agreement shall be for the Term shown on the front of the Agreement, if any, or upon completion of both Parties' obligations under this Agreement, except that any indemnity and warranty obligations shall survive the termination of this Agreement. This Agreement may be extended only upon the mutual written consent of the Parties.

8. Payment: The Owner will make partial payments to the Vendor in accordance with **Schedule B** for services performed by the Vendor. Provided, however, in no event shall the Owner be obligated to pay Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Vendor shall invoice Owner monthly in the amount(s) and at the rate(s) set forth in the attached Schedule B. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Vendor shall only be reimbursed for expenses shown on the attached Schedule. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Vendor shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices in compliance with this Agreement shall be paid by the Owner to Vendor within 30 days after Owner's receipt of the invoice. The amount(s) and rate(s) set forth on the attached Schedule include all anticipated costs of providing the Services. No additional costs of any kind may be incurred without the prior written consent of Owner. This project is tax exempt; the Village's tax-exempt number is **E9991-6754-07**. To the extent the terms of this paragraph differs from the terms of Schedule B, the terms of Schedule B take precedence.

9. Vendor Warranty: Vendor warrants to perform the Services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Agreement and in connection with the performance of such duties. All Services performed by Vendor pursuant to this Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations. In addition to any warranties specified in the Scope of Work in Schedule A, Vendor shall transfer all product warranties to the Owner along with all documentation issued by the manufacturer for any goods to be provided under this Agreement. Vendor warrants that the title to the goods to be provided under this Agreement is good and its transfer is rightful. The Vendor expressly warrants that all goods shall be merchantable and that, in addition to all warranties that may be prescribed by law, the goods shall conform to specifications, drawings, and other description and shall be free from defects in materials and workmanship and design.

Example

10. Insurance:

10.1 Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its insurance policies for Vendor operations under this Agreement. Liability insurance limits shall be in any such amounts and include such coverages as set forth on **Schedule C (Insurance Requirements)** attached to this Agreement. Vendor shall furnish the Owner with a certificate of insurance and such other required documentation (including, but not limited to, a copy of all or part of the policy if request by the Village) at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Owner deems necessary to establish compliance with this provision.

10.2 If required by Owner, Vendor shall furnish and pay for surety bonds and with surety or sureties satisfactory to Owner, guaranteeing the full performance of all of the conditions and terms hereof and guaranteeing that Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Vendor in connection with the Work. Such performance and payment bond shall be an amount determined by Owner.

10.3 Breach of this paragraph is a material breach subject to immediate termination.

11. Indemnity:

11.1 Vendor hereby agrees to indemnify, and hold the Owner, its directors, officers, employees, agents, successors and assigns (the "Indemnitees") harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of Vendor, or those working at Vendor's direction.

11.2 In any and all claims against the Owner or any of its agents or employees, by any employee of Vendor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Vendor assumes the entire liability for its own negligence, and as part of this Agreement, waives all defenses available to Vendor as an employer which limit the amount of Vendor's liability to the Owner to the amount of Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

11.3 In addition to any indemnification obligations under this Agreement, Vendor acknowledges that should any items or work furnished hereunder prove defective, including damage to Owner supplied or constructed items, equipment or machinery, or if Vendor is charged with any violation of any state or federal laws or regulations, the Owner shall be entitled to recover damages for breach of this Agreement, including but not limited to consequential damages, penalties, taxes or assessments (including punitive damages), costs and attorneys' fees.

12. Termination; Force Majeure: In the event of a termination pursuant to the terms of this Agreement, Vendor shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Vendor be entitled to any additional compensation or damages in connection with a termination hereunder. Provided, neither party shall be liable to the other for breach or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to, fires, strikes, Acts of God.

13. Remedies: Vendor shall, for the duration of this Agreement, at the discretion of the Owner and at the expense of Vendor, undertake or re-do any and all faulty or imperfect Services furnished or performed by Vendor thereunder. In the event Vendor fails to perform under this Agreement, it will be in default and the Owner may furnish or perform the same and recover from Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of providing such services, inspections, testings and reasonable attorneys fees as a result of a default. The foregoing remedies shall be available in addition to all other remedies available to the Owner. Vendor may terminate this Agreement or suspend performance hereunder for a breach by Owner.

14. Compliance With Laws: During the performance hereunder, Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois along with all local laws applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, the Owner shall not be responsible for monitoring Vendor's compliance with any Laws or Regulations. Unless otherwise specifically provided in this Agreement, Vendor shall comply with Laws or Regulations directly regulating Vendor Services and the Owner shall comply with all Laws or Regulations imposed upon it. In the event that, after the date hereof, (i) a change in Federal, State, or local law or ordinance; (ii) orders or judgments of any Federal, State or local court, administrative agency or governmental body; or (iii) a change in permit conditions or requirements increases Vendor's cost of performance hereunder, Vendor shall be entitled to compensation for such documented increased costs, but no profit thereon.

15. Notices: All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, or sent by courier, or via facsimile with confirmation to the addresses shown on the Purchase Order.

Example

16. Records, Reports and Information: Vendor agrees to furnish Owner with reports and information regarding the Services performed under this Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Vendor and the results thereof. Vendor agrees to maintain records, documents, and other evidence which will accurately show the time spent and Services performed under this Agreement for a minimum period of five (5) years after completion of the Services, and such records shall be subject to audit by Owner upon reasonable advance notice to Vendor on a mutually agreed date and time.

17. Tobacco Use: Vendor, and its agents or employees, shall refrain from smoking, or the use of any tobacco, on any Village property, both indoors and outdoors, in Village-owned vehicles, and in privately-owned vehicles parked on campus property at any time, including non-working hours. Leaving the remains of tobacco products or any other related waste product on Village property is further prohibited.

18. Assignment: Neither party shall assign this Agreement without written consent of the other, except that Vendor may assign performance or collection to a directly controlled affiliate without Owner's consent.

19. Limitation of Liability; Third Party Liability: In no event shall the parties be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law. Neither this Agreement nor any subcontract is intended to give rise to recognize any third-party beneficiary to this Agreement.

20. Waiver: Either party's failure to insist in any one or more instances, upon the strict performance of any provision hereof or to exercise any right hereunder shall not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right, but the obligation of Vendor and Owner with respect to such future performance shall continue in full force and effect.

21. Controlling Law, Severability: The validly of this Agreement or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. Venue shall be in Lake County, Illinois. The Owner is entitled recover its reasonable attorneys' fees incurred in enforcing the terms of this Agreement. If any provision or requirement of this Agreement is declared or found to be unenforceable, that balance of this Agreement shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

Example

Scope of Work/Services

A. At all times during the term of this Agreement, Vendor shall have the following responsibilities:

B. The work/services listed below, and as further addressed in the Supplemental Terms and Conditions (Schedule D) (if any), are *excluded* from the scope of work and are the Village's responsibilities:

C. Vendor shall perform all work/services in compliance with federal, state and local laws, regulations and ordinances applicable to the work/services, and in accordance with the terms and conditions (including attached schedules) of this Agreement.

Example

This is **EXHIBIT B**, consisting of 1 page, referred to in and part of the **Village of Deer Park Purchase Order (Vendor/Services)** No._____dated_____, 20____.

Contract Price - Unit Rates

A. The Contract Price shall be the Unit Rate for the:

B. The cost for all _____ shall be incorporated into the unit rate.

C. OPTIONAL – IF APPLICABLE: The base unit rate on the effective date of this Agreement is [$_____per_____] which shall apply for the duration of the first-year term of this Agreement. For each successive year, the prior year's unit rate shall be increased by [____%] on the anniversary date of this agreement. In accordance with the foregoing, the Unit Rates for the initial term of this Agreement shall be as follows:

CONTRACT YEAR	RATE	UNIT	SERVICE
Year 1			
Year 2			
Year 3			

D. OPTIONAL – IF APPLICABLE: For each renewal term the Unit Rate shall be annually adjusted based upon the Consumer Price Index (CPI) unless the parties agree otherwise in writing.

Example

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Village of Deer Park Purchase Order (Vendor/Services)** No._____ dated _____, 20___.

Insurance Requirements – Vendor Services

Required Insurance:

Limits of liability for the insurance required under the Agreement are as follows or as otherwise agreed to in writing by the Owner and the Vendor:

1. **Workers Compensation.** Vendor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law.

2. **Commercial General Liability**. Vendor shall provide commercial general liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of the Vendor's performance of this Agreement with limits of one million dollars ($1,000,000) for each claim, one million dollars ($1,000,000) products aggregate and two million dollars ($2,000,000) general aggregate. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner

    a. Such insurance shall provide that coverage shall not be canceled without thirty (30) days prior notice to Vendor and Owner, or ten (10) days' notice in the event that such coverage is cancelled for non-payment. Vendor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof.

    b. Additional Insured. Such insurance shall name Owner as an additional insured and such coverage shall be primary and non-contributing with respect to the Owner's coverage.

    c. Waiver of Subrogation. Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant this Agreement.

    d. Continuing CGL Coverage. Vendor shall maintain commercial general liability insurance for at least 3 years following the earlier of the termination or the completion of this Agreement or the completion of the Work under this Agreement and all authorized extensions thereof.

3. **Business Automobile Insurance**. Vendor shall provide business auto liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of the Vendor's performance of this Agreement with limits of one million dollars ($1,000,000) for each claim, one million dollars ($1,000,000) products aggregate and two million dollars ($2,000,000) general aggregate. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Vendor this Agreement or under any applicable auto physical damage coverage.

Example

Evidence of Insurance.

1. Vendor shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, stating compliance with the insurance requirements set forth above.

2. Failure of Owner to demand such certificate or other evidence of compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.

3. Owner shall have the right, but not the obligation, to prohibit Vendor or any of its independent contractors or subcontractors from entering the Project site or performing work required under this Agreement until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

4. Failure to maintain the insurance required in this Schedule shall constitute an event of default under this Agreement and shall allow Owner to immediately terminate this Agreement at Owner's option.

5. If Vendor fails to maintain the insurance as set forth herein, Owner shall have the right, but not the obligation, to purchase said insurance at Vendor's expense.

6. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner when requested.

7. Vendor shall provide Owner with 30 days written notice prior to the cancellation or material change of any insurance required under this Agreement.

8. Vendor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

General Insurance Provisions

1. No Representation of Coverage Adequacy. By requiring the insurance as set out in this Schedule, Owner does not represent that coverage and limits will necessarily be adequate to protect Vendor, and such coverage and limits shall not be deemed as a limitation on Vendor's liability under the indemnities provided to Owner in this Agreement, or any other provision of the Contract Documents.

2. Cross-Liability Coverage. If Vendor's liability policies do not contain the standard separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

3. The insurance requirements set out in this Schedule are independent from other obligations of Vendor under this Agreement and apply whether or not required by any other provision of this Agreement.

4. Independent Contractor/Subcontractor's Insurance. Vendor shall cause each independent contractor and subcontractor employed by Vendor to purchase and maintain insurance of the type specified in this Schedule. When requested by Owner, Vendor shall furnish to Owner copies of certificates of insurance evidencing coverage for each independent contractor or subcontractor.

Example

Supplemental Terms and Conditions

PUT TERMS FROM VENDOR'S PROPOSAL, PO OR ACKNOWLEDGMENT HERE THAT RELATE TO PERFORMANCE (SECTION B) OR THAT AMEND THE VILLAGE'S STANDARD TERMS AND CONDITIONS (C).

TERMS FROM THE VENDOR REGARDING WORK SCOPE OR PRICING SHOULD BE STATED IN SCHEDULES A AND B RATHER THAN HERE.

A. **Definitions. As used in this Agreement**:

B. **Performance:**

C. Additional Terms

Example