THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2022-R-024

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CITY ESCAPE GARDEN AND DESIGN, LLC 2022 LANDSCAPE MAINTENANCE MOWING IN THE AMOUNT OF $252,189.02

MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

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WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with City Escape Garden and Design, LLC, a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 15th day of March, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Mahoney, mueller, Sullivan

NAYS: None

ABSENT: Galante

APPROVED this 15th day of March, 2022, by the President of the Village of Tinley Park.

Michael W. Glotz
Village President

ATTEST:
Nancy M. O'Connor
Village Clerk

EXHIBIT 1

CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CITY ESCAPE GARDEN AND DESIGN, LLC 2022 LANDSCAPE MAINTENANCE MOWING IN THE AMOUNT OF $252,189.02

VILLAGE OF TINLEY PARK
2022
SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and **City Escape Garden & Design LLC** (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **two hundred and fifty two thousand one hundred eighty nine 02/100 Dollars ($252,189.02)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.

3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from the Village Manager or his designee. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.

4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than $10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**

5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:

   April 30, 2023

6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.

7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and

having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, workers' compensation claims and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.**

9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**

10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.

11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Prevailing Wage Act, the Illinois Freedom of Information Act (FOIA), as well as the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.

12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.

14. This Contract may only be amended by written instrument approved and executed by the parties.

15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.

16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.

17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.

18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.

23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

City Escape Garden + Design
Name of Contractor (please print)

Connie Rivera
Submitted by (signature)

Managing Member
Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

City Escape Garden + Design
Name of Contractor (please print)

Connie Rivera
Submitted by (signature)

Managing Member
Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

City Escape Garden + Design
Name of Contractor (please print)

Connie Rivera
Submitted by (signature)

Managing Member
Title

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

City Escape Garden + Design
Name of Contractor (please print)

Connie Rivera
Submitted by (signature)

Managing Member
Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.

B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

City Escape Garden + Design
Name of Contractor (please print)

Connie Rivera
Submitted by (signature)

Managing Member
Title

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:
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://www.state.il.us/agency/idol/rates/rates.HTM. 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.

City Escape Garden + Design
Name of Contractor (please print)

Connie Rivera
Submitted by (signature)

Managing Member
Title

Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2019-O-079

City Escape Garden + Design
Name of Contractor (please print)

Connie Rivera
Submitted by (signature)

Managing Member
Title

Employment of Illinois Workers on Public Works Act

The undersigned does hereby certify that if at the time the Contract for this Project is executed, or if during the term of the Contract, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, as two consecutive months of unemployment exceeding 5%, the Contractor agrees to employ Illinois laborers in accordance with the "Employment of Illinois Workers on Public Works Act". An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

City Escape Garden + Design
Name of Contractor (please print)

Connie Rivera
Submitted by (signature)

Managing Member
Title

CONTRACTOR NAME

BY: Connie Rivera 3/11/22

Date

Printed Name: City Escape Garden + Design

Title: Managing Member

VILLAGE OF TINLEY PARK

BY: Michael W. Glotz March 15, 2022

Michael Glotz, Village President Date

(required if Contract is $20,000 or more)

ATTEST:

Nancy M. O'Connor March 15, 2022

Village Clerk Date

(required if Contract is $20,000 or more)

VILLAGE OF TINLEY PARK

BY:_____ _____

Village Manager Date

SCOPE OF SERVICES

Attached Scope of work for Lawn Maintenance-Mowing as detailed in:

- **Proposal Title *Lawn Maintenance-Mowing* dated January 31, 2021**

Mowing & Lawn Maintenance- Sites Found in Mowing Map Book

ID#	Map Grid #	Name/Description	Acreage	Notes	[redacted]					
Regular Mowing Sites										
M001	1	Apple Pond & Creekmont	0.34	Signage delineates naturalized "no mow" area border	[redacted]					
M002	2	80th Av Parkways 159th-163rd st	1.73		[redacted]					
M004	2	E. on 163rd - 80th Ave. to 84th Ave. by Com Ed R.O.W.	0.10		[redacted]					
M005	2	Pond north side of 163rd St. & Evergreen	5.88		[redacted]					
M006	3	76th Av Medians Between 161st & 165th	2.35	Mow down to water/stone's edge, weed whip anything that comes up along water/stone	[redacted]					
M007	3	Pond north side of Helen Keller School	3.90		[redacted]					
M009	5	Centennial Dr - Brementowne Dr. by retirement home	0.30		[redacted]					
M010	5	Kingston Ct. & Brementowne Dr.	0.24		[redacted]					
M011	5	Centennial Circle Pkwy behind Menards	0.18		[redacted]					
M012	5	Village Hall 16250 Oak Park Ave	3.98		[redacted]					
M013	4	Harlem Ave Medians	0.04		[redacted]					
M014	5	Oak Park north of 163rd St	0.72		[redacted]					
M015	14	Pond North side of 168th St.	2.41		[redacted]					
M016	8	167th St.Com Ed R.O.W.	0.14		[redacted]					
M017	2	80th Av Parkways 163rd-167th st	0.75		[redacted]					
M019	4	Lake Villa Ave and 163rd St	2.26		[redacted]					
M020	9	Post 7 - 164th & Harlem Ave. E. side	0.08		[redacted]					
M021	4	Harlem Ave. & 163rd St. island	0.22		[redacted]					
M022	11	167th St Medians	0.01		[redacted]					
M025	12	Post 1 -167th St Pump and Tanks 6640 167th St	1.55		[redacted]					
M027	6	Easement North side of James St. Ridgeland to Leslie Ann	1.40		[redacted]					
M028	14	Pond 167th St. & Cherry Hill	3.67		[redacted]					
M029	14	Plum Ct. Pond	3.01		[redacted]					
M030	14	Pond North side of 168th St.	2.29		[redacted]					
M032	15	169th St. Waterford Pond easement	0.23		[redacted]					
M033	15	Pond Waterford & 169th St.	3.50		[redacted]					
M034	15	171st St from 84th to Grissom Dr (north side)	0.15		[redacted]					
M035	15	Easement behind Kirby School (17000 80th Ave)	5.06		[redacted]					
M036	15	Post 5 - Bayberry Plaza Guardrail	0.48		[redacted]					
M039	15	80th Ave Parkways 167th to 171st	0.51		[redacted]					
M041	17	Harlem and 168th Pl (soutwest corner)	1.06	Regular mowing north portion and outside perimeter	[redacted]					
M044	16	170th & Olcott parkway by bridge	1.59		[redacted]					
M045	17	170th Pl. & Harlem guard rails E. & W. side	0.30		[redacted]					
M047	17	170th Pl. & Oketo Ave. - empty lot	0.16		[redacted]					
M049	17	Harlem Ave median, Sandy Ln to 170th	0.07		[redacted]					
M050	16	Pond 171st & Olcott	11.73		[redacted]					
M051	18	Easement North side Sayre Ave. & 168th St.	0.25		[redacted]					
M052	18	Oak Park Ave. medians - Tinley Park Dr. to 171st St.	0.62		[redacted]					
M057	12	Ridgeland Ave. - 167th St. to Willow Ln.	1.47		[redacted]					
M058	19	Willow Lane Ditch	1.50		[redacted]					
M059	13	167th St Parkway along cemetery	0.25		[redacted]					
M060	20	Andres Pond	0.99		[redacted]					
M061	20	Christopher Ct. island	0.06		[redacted]					
M062	20	Gaynelle Bridge - parkways	0.15		[redacted]					
M063	22	171st St Parkway - 92nd Ave to 94th Ave	0.33		[redacted]					
M064	22	94th Ave Parkways 171st-175th	1.78		[redacted]					
M065	22	Briar & Thornwood pond	1.31		[redacted]					
M066	23	88th Ave - 172nd to 174th both sides of street	1.31		[redacted]					
M068	23	Thornberry Ln and Shetland Dr Vacant lot	0.56		[redacted]					
M069	23	Mill Run & 171st St. pond & parkways	0.38		[redacted]					
M070	24	175th St. Parkways Humber to 88th	1.05		[redacted]					
M071	23	175th St Easement	0.46		[redacted]					
M072	23	Pond 88th Ave. & 175th St. Timbers	2.23		[redacted]					
M073	14	171st St Parkways	2.57		[redacted]					
M074	25	175th St. 84th Ave. to Castle - parkways on N. side	0.51		[redacted]					
M075	14	84th Ave. - 171st to 175th St.	1.74		[redacted]					
M077	25	175th St. at ComEd right-of-way	0.27		[redacted]					
M080	15	171st St Parkway - 80th to Ozark Ave (south side)	0.26		[redacted]					
M081	15	172nd St. & 80th Ave. S. of Walgreens pond easements	0.33		[redacted]					
M083	26	175th St. - Oriole W. to town homes on N. side of street including the lift station	1.96		[redacted]					
M084	26	Easement North side of 175th St. Ozark to Post 3	0.51		[redacted]					
M087	26	175th Odell Av- Oriole Av	6.19		[redacted]					

M088	18	171st St. & New England - parkways N. & S. sides	0.29		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M090	28	Easement Triangle 175th St. & Hickory St.	0.25		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M091	28	6720 & 6712 North Street	0.73		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M092	31	172nd St/66th Ct from 67th Ct to 173rd St	0.31		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M093	28	6742 North St	1.10		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M096	28	Oak Park Ave Train Station North of RR	0.71		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M098	28	Old Central School Lot	3.12		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M099	28	Public Safety Building parkway slivers and 173rd Pl/ Oak Park Ave NW corner lot trash enclosure	0.02	Trash enclosure needs weed whip only, weed whip/mow patchy area at 68th Ct and Metra tracks	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M100	28	Subway Parking Lot 17217 Oak Park Ave	0.19		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M101	28	Oak Park Av Train Station south of RR	0.35		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M102	31	Easement 64th Ct. & Ridgeland	0.91		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M104	22	94th Ave Parkways 175th-179th	3.47		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M105	22	9191 W 175th St	0.07		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M107	34	Ash & 176th - (9200 West)	0.16		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M108	24	84th Ave from 175th to 179th	0.43		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M109	24	Pond across from Prairie View School (8500 175th St) on 175th St.	3.38		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M110	36	Pond north side of 179th St. & 86th	3.67		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M111	23	S. of 175th at 88th Ave. - N. side of 175th St.	0.19		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M113	25	175th St. & 80th Ave. W. parkways	0.58		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M114	25	175th St. & Queen Mary Pond	1.81		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M115	36	179th St. - 80th Ave. to 84th Ave. - parkways	8.17		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M116	37	Post 11 - empty lot on Cloverview	0.26		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M117	27	Sandalwood - guardrail	0.13		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M118	27	Bristol Park Pond	0.31		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M119	40	179th St Parkways - Harlem to Sayre	0.46		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M120	28	Hickory Street Pump Station and N side of Hickory St	1.83		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M121	43	Texas Roadhouse Drive/White Eagle Drive east	0.73		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M122	43	Texas Roadhouse Drive/White Eagle Drive west and N and S 183rd St parkways	0.78		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M124	43	183rd St Medians	4.74		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M127	36	Pond South side 179th St. & 86th	3.61		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M129	45	Pond Newcastle Drive & Mansfield Dr	13.54		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M130	34	S 179th St Golden Pheasant to Upland Dr	0.90		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M132	37	80th Av Parkways 179th-RR	0.16		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M133	47	80th Av Parkways RR-183rd st	0.70		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M134	47	Cork Rd Pond	0.47		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M135	48	183rd St easement 76th to 80th (south side)	0.08		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M136	47	7850 183rd St PW area	4.00		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M137	48	7850 183rd St Police Station and PW area	2.46		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M138	47	80th Av Parkways RR-183rd st east side	0.42		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M139	37	80th Ave Train Station	5.05		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M140	48	Police Impound Lot, Fire Training Tower and Fenceline	0.08	Weed Whip Only- contact Police Department for access	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M142	48	Berm ESDA Garage (7780 183rd St)	0.35		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M143	48	Easement Veterans Parkway 76th Ave to Timbers Drive	8.20		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M144	48	7850 183rd St Police Station & Fire Training Tower	0.67		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M145	39	Harlem Ave Median 177th St to 191st St	1.90		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M148	51	Easement 182nd Street & Sayre Avenue	0.77		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M149	52	181st St. & 65th Ave. Detention N. & S.	1.52		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M150	52	Easement 183rd St & Ridgeland	1.37		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M151	51	183rd St. & Oak Park Ave. corner SE	0.45		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M152	53	Easement 181st St. & Highland	0.59		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M153	44	183rd 91st Ave-94th Ave	1.42		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M156	44	92nd Ave. S. of 183rd parkway	0.84		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M159	45	183rd Black Oak Dr-88th Ave	0.26		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M160	47	183rd ST PARKWAY 183rd PL to Tralee Trl	0.83		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M161	58	185th St Parkway	0.32		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M162	61	Convention Center Dr /183rd St.	1.39		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M163	61	North & South Sides of Creek Next to Jovan Broadcasting	2.19		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M164	65	Easement Prosperi & 191st	3.49		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M166	69	80th Ave. - parkways 191st St. to Greenway Blvd.	1.63		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M168	70	7801 191st St Fire House # 4	0.77		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M169	71	Post #13 Brookside Glen lift stations 7408 1/2 W Ridgefield Lane E. & W. of 80th Ave.	0.25		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M170	75	Tinley Park signs weed killer Ridgeland Av & Vollmer Rd	0.00	Mow or weed whip on west side of retaining wall	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M171	53	18301 S Ridgeland Post 2 - 183rd St Pump and Tanks	2.91		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M172	45	183rd st pond between 91st ave and Hilltop Ct	2.18		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

M173	67	88th Ave parkways both sides from Brookside Glen Dr to southern village boundary	1.59		5.47	1,750.70	5.43	1,777.10	59.42	1,901.59
M174	68	Brookside Glen Dr parcel perpendicular to Meadows Edge Trl	0.11		3.04	118.58	3.70	119.63	3.98	128.63
M175	69	80th Ave parkways east and west sides	2.02		68.56	2,026.08	6.06	2,058.13	75.36	2,207.81
M177	11	167th St Parkways	0.13		2.29	73.13	4.55	115.10	4.88	155.79
M178	11	Oak Park Frontage Rd Island (between 165th Pl and 164th St)	0.46		8.00	511.86	18.21	519.53	17.37	555.95
M179	11	Vacant Lot (between Sussex Rd and Chelsea Rd)	0.25		8.57	274.10	8.09	279.23	9.50	297.71
M180	13	Turf Median Half Circle on Ganynelle Rd	0.18		6.00	192.75	6.18	197.09	6.84	211.53
M181	18	Small parking lot perimeter on 171st st and oak park ave (west of oak park and north of 171st)	0.04		1.39	41.73	1.32	42.35	1.42	45.32
M182	19	Parkways on N and S forest Glenn (east of ridgeland; including vacant lot)	0.34		10.62	371.73	10.79	377.33	12.62	403.73
M183	23	Parkway on E side of 88th ave (from 175th St two houses north)	0.11		3.95	126.13	4.01	128.31	4.29	137.32
M184	26	Vacant Lot (North of 173rd and West of Oriole Ave)	0.10		3.31	105.07	3.33	107.57	3.60	115.10
M185	26	Rear easement behind homes (West of Ozark Ave, North of 174th)	0.25		8.61	275.42	8.74	279.58	9.35	299.15
M186	28	Vacant Lot (W of 175th and N of Hickory St)	0.44		15.17	485.61	15.39	492.83	16.47	527.11
M187	37	80th Ave East Parkway (From Cartier Ave to Champlain Ave)	0.20		6.81	217.81	6.89	221.09	7.39	236.57
M189	52	183rd st North Parkway (W of M150 to about 200 feet before 65 Ct)	0.57		19.68	630.12	19.99	639.62	21.38	684.40
M190	57	183rd Pl north side parkway (W of Crossing Dr)	0.88		30.50	975.94	30.98	990.68	33.13	1,060.06
M192	12	Tinley Terrace mowing strip	0.49		16.90	537.45	17.05	545.38	18.24	583.75
M193	22	LaGrange Rd medians (171st St to 179th St)	2.80		96.45	3,088.34	97.90	3,132.80	104.78	3,352.19
M197	26	Pond area N of 172nd and E of 80th	0.54		18.50	591.94	18.79	600.87	20.08	642.93
M199	28	East side of southernmost tip of 69th ave	0.11		3.83	118.21	3.83	119.97	3.84	123.22
M200	17	S of "H" shaped building E of Harlem ave	0.34		11.61	371.62	11.79	377.22	12.81	403.63
M201	2	Post 6	0.02		0.81	25.88	0.82	26.25	0.88	28.09
M204	32	Parkways and perimeter areas around Panduit Pond	1.40		48.33	1,546.64	49.06	1,568.87	52.50	1,679.86
M205	10	Fire station 47 property and parkways	0.35		12.97	389.48	12.35	395.35	13.22	423.03
M206	28	Vogt Plaza	0.02		0.63	20.28	0.64	20.58	0.69	22.02
M207	67	Fairfield Glen - parkway - wetlands	0.15		5.19	165.94	5.20	168.43	5.63	180.24
M208	14	8430 w. 168th St. by creek easement	0.14		4.79	153.29	4.86	155.61	5.20	166.50
M210	18	17122-26 Oak Park Ave	0.92		31.74	1,015.80	32.22	1,030.47	34.48	1,103.29
SUBTOTAL FOR REGULAR MOWING SITES					$ 7,284.66	$ 233,108.02	$ 7,394.52	$ 236,624.39	$ 7,912.16	$ 253,188.31

On Demand Mowing Sites

M123	40	Hickory St Guard Rail- On Demand	0.06	On Demand	2.75	88.00	2.75	88.00	10.25	328.00
M188	51	Retention area (N of 183rd St and E of Harlem Ave) On Demand	0.22	On Demand	7.00	224.00	7.00	224.00	7.97	255.00
M198	26	Tinley Downs - On Demand	10.16	On Demand	348.00	11,136.00	348.00	11,136.00	363.00	11,616.00
M203	22	Vacant Lot 9559 175th St- On Demand	0.54	On Demand	17.00	544.00	17.00	544.00	17.77	568.80
M209	17	Sandy Ln Pond Lower Portion- On Demand	0.52	On Demand- lower portion of basin only	17.00	544.00	17.00	544.00	17.77	568.80
SUBTOTAL FOR ON-DEMAND MOWING SITES					$ 1,285.00	$ 41,120.00	$ 1,295.00	$ 41,440.00	$ 1,385.85	$ 44,347.20

Paved Median Weed Control Areas

N/A	N/A	LaGrange Rd Medians	N/A	Any paved median areas between 171 St and 179th St	300	1,200	300	1,200	321	1,284
N/A	N/A	80th Avenue Medians	N/A	Any paved median areas between 159th St and Frankfort Square Rd	400	1,600	400	1,600	428	1,712
N/A	N/A	Harlem Avenue Medians	N/A	Any paved median areas between 159th St and 194th St	400	1,600	400	1,600	428	1,712
N/A	N/A	Centennial Dr/ 163rd St Medians	N/A	Any paved median areas between Oak Park Ave and Harlem Ave	400	1,600	400	1,600	428	1,712
N/A	N/A	159th St Medians	N/A	Any paved median areas between 86th Ave and 6701 159th St	400	1,600	400	1,600	428	1,712
N/A	N/A	167th St Medians	N/A	Any paved median areas between Cherry Hill Ave and Trail View Ct	400	1,600	400	1,600	428	1,712
N/A	N/A	171st St Medians	N/A	Any paved median areas between LaGrange Rd and Forestview Dr	500	2,000	500	2,000	535	2,140
N/A	N/A	183rd St Medians	N/A	Any paved median areas between LaGrange Rd and Harlem Ave	450	1,800	450	1,800	481.5	1,926

N/A	N/A	Ridgeland Ave Medians and Triangles	N/A	Any paved median areas between the triangle just south of 183rd St and 181st Pl	225	900	225	900	240.75	963
SUBTOTAL FOR PAVED MEDIAN WEED CONTROL AREAS					$ 3,175.00	$ 12,900.00	$ 3,475.00	$ 13,900.00	$ 3,719.25	$ 14,873.00
		PER ACRE UNIT COSTS FOR FUTURE SITE ADDITIONS- MOWING			$38.50/acre	$38.50/acre	$38.50/acre	$38.50/acre	$38.50/acre	$38.50/acre
		PER SQ FT UNIT COSTS FOR FUTURE SITE ADDITIONS-PAVED MEDIAN WEED CTRL			$165.00/acre	$165.00/acre	$165.00/acre	$165.00/acre	$165.00/acre	$165.00/acre

A. TOTAL BASE BID (REGULAR MOWING SITES + ON-DEMAND MOWING SITES + PAVED MEDIAN WEED CONTROL AREAS) 2022	$ 252,189.02		
OPTIONAL RENEWAL YEARS 2023 AND 2024		$ 256,704.69	$ 273,603.91

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

B0367534

THE CINCINNATI INSURANCE COMPANY

CINCINNATI, OHIO

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That City Escape Garden & Design LLC as Principal, hereinafter called Principal, and THE CINCINNATI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Ohio, as Surety, hereinafter called Surety, are held and firmly bound unto Village of Tinley Park

as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

Two hundred and fifty two thousand one hundred and eighty nine dollars and two cents Dollars ($ 252,189.02),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated March, 15 , 2022, entered into a contract with Owner for

Village of Tinley Park- Service Contract

in accordance with drawings and specifications prepared by City Escape Garden & Design LLC, 3022 West Lake Street, Chicago, IL 60612

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

(1) A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

(2) The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

(3) No suit or action shall be commenced hereunder by any claimant:

(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the contraction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

(4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 15th day of March, 2022.

Connie Rivera

City Escape Garden & Design LLC

(Principal)

By: Connie Rivera

(Title)

(Witness)

(Witness)

THE CINCINNATI INSURANCE COMPANY

By: Samuel Bturll

(Attorney-in-Fact)

S-2150-AIA (12/99)

Printed in cooperation with the American Institute of Architects (AIA), by The Cincinnati Insurance Company who vouches the language in this document conforms exactly to the language used in AIA-311 Performance Bond, February 1970 Edition.

This bond is issued simultaneously with performance bond in favor of the Owner conditioned on the full and faithful performance of the Contract.

Printed in cooperation with the American Institute of Architects (AIA), by The Cincinnati Insurance Company who vouches the language in this document conforms exactly to the language used in AIA-311 Performance Bond, February 1970 Edition.

B0367534

THE CINCINNATI INSURANCE COMPANY

CINCINNATI, OHIO

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That City Escape Garden & Design LLC as Principal, hereinafter called Contractor, and THE CINCINNATI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Ohio, as Surety, hereinafter called Surety, are held and firmly bound unto

Village of Tinley Park

as Obligee, hereinafter called Owner, in the amount of Two hundred and fifty two thousand one hundred and eighty nine dollars and two cents

Dollars ($ 252,189.02), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated March, 15th , 2022, entered into a contract with Owner for

Village of Tinley Park- Service Contract

in accordance with drawings and specifications prepared by City Escape Garden & Design LLC, 3022 West Lake Street, Chicago, IL 60612

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 15th day of March, 2022.

Connie Rivera

City Escape Garden & Design LLC

(Principal) (Seal)

By: Connie Rivera

(Title)

(Witness)

THE CINCINNATI INSURANCE COMPANY

By:

S-2100-AIA (4/99)

Printed in cooperation with the American Institute of Architects (AIA), by The Cincinnati Insurance Company who vouches the language in this document conforms exactly to the language used in AIA-311 Performance Bond, February 1970 Edition.

(Witness) (Attorney-in-Fact) (Seal)

Printed in cooperation with the American Institute of Architects (AIA), by The Cincinnati Insurance Company who vouches the language in this document conforms exactly to the language used in AIA-311 Performance Bond, February 1970 Edition.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

John P. Brandl and/or Samuel P. Brandl

of Mundelein, Illinois
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Ten Million and No/100 Dollars ($10,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

The Cincinnati Insurance Company CORPORATE SEAL OHIO
The Cincinnati Casualty Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

STATE OF OHIO)SS:
COUNTY OF BUTLER)

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

NOTARIAL SEAL STATE OF OHIO

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this day of , .

The Cincinnati Insurance Company CORPORATE SEAL OHIO
The Cincinnati Casualty Company CORPORATE SEAL OHIO

BN-1457 (3/21)

CITY-C1

OP ID: ACCT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/15/2022

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

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

PRODUCER 847-393-7922
Oaklane Insurance Agency
333 Highway 83 Suite 200
Mundelein, IL 60060
John Brandl, CIC

CONTACT NAME:
PHONE (A/C, No, Ext): 847-393-7922 FAX (A/C, No): 847-393-7798
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : WESTCHESTER	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
City Escape Garden & Design LLC
CGD Properties LLC
3022 West Lake St
Chicago, IL 60612

COVERAGES CERTIFICATE NUMBER: 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		ENP0380161	04/01/2021	04/01/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X E & O			ENP0380161	04/01/2021	04/01/2022	MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						E&O/ Prof	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		EBA0380161	04/01/2021	04/01/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			ENP0380161	04/01/2021	04/01/2022	AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A		EWC0573128	04/01/2021	04/01/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	POLLUTION			G28295078001	04/13/2021	04/13/2022	POLLUTION	2,000,000
A	Lease/Rent Equip			ENP0380161			L&R Equip	80,000

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

Additional Insureds are added to the GL Primary/Noncontributor & Auto w/respect to work prfmd by the named insd as required by signed written contract: see attached. Umbrella follows form.

CERTIFICATE HOLDER VILLOTP

Village of Tinley Park
16250 Oak Park Ave
Tinley Park, IL 60477

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John P. Brandl

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Additional Insureds are added to the GL Primary/Noncontributor & Auto w/respect to work prfmd by the named insd as required by signed written contract: The Village of Tinley Park and its officers, officials, Village President, Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licesees, invitees and attorneys. Umbrella follows form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

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• Managers Or Lessors Of Premises;	
• Lessor Of Leased Equipment;	
• Vendors;	
• State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises; and	
• Mortgagee, Assignee Or Receiver	
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B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

3. Damage To Premises Rented To You

The lesser of:

a. The Each Occurrence Limit shown in the Declarations; or

b. $500,000 unless otherwise stated $ _____

4. Supplementary Payments

a. Bail Bonds: $2,500

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b. Loss Of Earnings: $ 500

5. Medical Payments

Medical Expense Limit: $ 10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

16. Voluntary Property Damage Coverage (Coverage **a.**) **And Care, Custody Or Control Liability Coverage** (Coverage **b.**)

Limits Of Insurance
Coverage **a.**
$1,000 Each Occurrence
$5,000 Aggregate
Coverage **b.** $5,000 Each Occurrence unless otherwise stated $ _____

Deductible Amount (Each Occurrence)
Coverage **a.** $250
Coverage **b.** $250 unless otherwise stated $ _____

COVERAGE	PREMIUM BASIS **(a)** Area **(b)** Payroll **(c)** Gross Sales **(d)** Units **(e)** Other	RATE (For Limits in Excess of $5,000)	ADVANCE PREMIUM (For Limits in Excess of $5,000)
b. Care, Custody Or Control			**$**
		TOTAL ANNUAL PREMIUM	**$**

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C. **Coverages**

1. **Employee Benefit Liability Coverage**

a. The following is added to **Section I - Coverages:**

Employee Benefit Liability Coverage

(1) **Insuring Agreement**

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) **Exclusions**

This insurance does not apply to:

(a) **Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

(b) **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

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(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

(1) Refusal to employ;

(2) Termination of employment;

(3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment - related practices, acts or omissions; or

(4) Consequential liability as a result of **(1)**, **(2)** or **(3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A And B also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage**, **Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your part-

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ners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects **Employee Benefit Liability Coverage**, **Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B. Limits Of Insurance**, **1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B. Limits Of Insurance**, **1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B. Limits Of Insurance**, **1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

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(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers re-

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ceived in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item **5. Other Insurance** is replaced by the following:

5. Other Insurance

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

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in

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any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

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2. **Unintentional Failure To Disclose Hazards**

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. **Damage To Premises Rented To You**

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

Exclusions **c.** through **q.** do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage To Premises Rented To You** Limit as described in **Section III - Limits Of Insurance.**

b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

(1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, **2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion (Broad Form)**, are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

(i) Assumed in any contract or agreement; or

(ii) Caused by or resulting from any of the following:

1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

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2) Basements, whether paved or not; or

3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. **Limit Of Insurance**

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the **Damage To Premises Rented To You** Limit as shown in the Declarations is amended as follows:

(1) Paragraph **6.** of **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the **Damage To Premises Rented To You** Limit is the most we will pay under **Coverage A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B. Limits Of Insurance, 3. Damage To Premises Rented To You** of this endorsement.

4. **Supplementary Payments**

Under **Section I - Supplementary Payments - Coverages A And B:**

a. Paragraph **2.** is replaced by the following:

Up to the limit shown in Section **B. Limits Of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **4.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. **Medical Payments**

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits Of Insurance, 5. Medical Payments** of this endorsement.

6. **180 Day Coverage For Newly Formed Or Acquired Organizations**

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

a. Insurance under this provision is afforded only until the 180th day after

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you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the

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vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs **(c) (i) 4)** or **6)** of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part

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or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

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

(1) Required by the written contract, written agreement, written permit or written authorization described

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in Paragraph **8.a.(1)** of this endorsement; or

(2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **5. Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

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

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. **Property Damage To Borrowed Equipment**

a. The following is added to **Exclusion 2.j. Damage To Property** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) **Deductible Clause**

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit,** applies to each claim or "suit" irrespective of the amount.

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(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under **Section II - Who Is An Insured** does not apply to:

a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or

b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

12. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

b. The aircraft is rented with a trained, paid crew; and

c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

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16. Voluntary Property Damage Coverage

a. Coverage D - Voluntary Property Damage Coverage

Section I - Coverages is amended to include the following:

(1) Insuring Agreement

(a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

1) Damage is caused by you; or

2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under **Voluntary Property Damage Coverage** will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under **Voluntary Property Damage Coverage** shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

(b) This insurance applies to "property damage" only if:

1) The "property damage" takes place in the "coverage territory"; and

2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by **Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, except for **j. Damage To Property**, paragraphs **(3), (4), (5)** and **(6)**, **k. Damage To Your Product**, and **l. Damage To Your Work**.

(3) Definitions

For purposes of **Voluntary Property Damage Coverage** only, the following definitions under **Section V - Definitions** are replaced by the following:

16. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

20. "Property damage" means physical injury to tangible property. "Electronic data" is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by **Care, Custody Or Control Liability Coverage** in this endorsement only:

(1) Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property, Subparagraphs **(3), (4)** and **(5)** do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph **(2)** supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which **Care, Custody Or Control Liability Coverage** provides cover-

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age shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by **Voluntary Property Damage Coverage** and **Care, Custody Or Control Liability Coverage, Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits Of Insurance, 16. Voluntary Property Damage Coverage And Care, Custody Or Control Liability Coverage,** in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) (a) Subject to **(3)** below, the **Voluntary Property Damage Coverage,** Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Voluntary Property Damage Coverage**;

(b) The **Care, Custody Or Control Liability Coverage,** Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Care, Custody Or Control Liability Coverage**;

because of all "property damage" arising out of any one "occurrence".

(3) The **Voluntary Property Damage Coverage,** Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under **Voluntary Property Damage Coverage.** This limit applies separately to each "coverage term".

(4) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated for the applicable coverage in the Schedule. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 12. "Insured contract" is amended as follows:

a. Paragraph **c.** is replaced by the following:

c. Any easement or license agreement;

b. Paragraph **f.(1)** is deleted in its entirety.

18. Alienated Premises

Exclusion 2.j. Damage to Property, Paragraph **(2)** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if the premises are "your work".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Policy Number:
04-01-2021	EBA 038 01 61
Named Insured: CITY ESCAPE GARDEN & DESIGN LLC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O'CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-024, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CITY ESCAPE GARDEN AND DESIGN, LLC 2022 LANDSCAPE MAINTENANCE MOWING IN THE AMOUNT OF $252,189.02," which was adopted by the President and Board of Trustees of the Village of Tinley Park on March 15, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of March, 2022.

_____
VILLAGE CLERK