

#### DESCRIPTION OF PROPOSER

CityEscape Garden & Design LLC was created by Connie Rivera in 2003 with a passion for transforming outdoor and indoor landscapes. Now 17 years in business and located in the City of Chicago, CityEscape is both a full-service Retail Garden Center and a Design-Build-Maintenance Landscape company. It is dedicated to the success of every customer and client and is committed to meeting the needs of clients with expertise, excellent service, and professionalism. The business accomplishes this by having an experienced, creative, and knowledgeable staff that assists with every aspect of outdoor or indoor space needs and desires.

CityEscape is certified with the City of Chicago as a Women Business Enterprise (WBE). Its Managing Member is Connie Rivera. She can be contacted at 773-638-2000 and connie@cityescape.biz. We currently are the landscape contractor for maintenance and installation (Comprehensive Landscape Services) for both Midway and O'Hare International Airports. For the Village of Oak Park, we currently serve as the landscape contractor for maintenance and installation (Comprehensive Landscape Services) and will again be the landscape contractor for installation and maintenance of their Commercial District Planter Program. CityEscape currently is also the landscape contractor for maintenance and installation (Landscaping Services for the Dept. of Facilities Management) for Cook County. In the recent past we performed CDOT Median & Boulevard Landscape Maintenance and Services for the North and Southwest Regions of Chicago.

On a smaller scale, we design, install, and maintain seasonal rotations at numerous residential condominium buildings in the City.

#### Company Philosophy

#### Market Focus -

The maintenance department of CityEscape's Landscape Division focuses on Chicagoland commercial, municipal, and residential properties. With this market in mind, we have designed our services to be reliable, flexible, and efficient.

#### Intimate, Boutique-Style Service -

We offer high quality service in the style of a boutique firm, yet have the capabilities of a large company. From the first consultation, our skilled and creative designers work to create ideas that reflect your vision and budget. This attention has rewarded us with long-term client relationships, client referrals, and repeat business.

#### Commitment to Landscape Services -

CityEscape is fully committed to support the Landscape Division's continued growth. Our resources are readily accessible to the Landscape Design/Maintenance Department. In

addition, our in-house Landscape Architects are experienced in addressing specific areas of design such as streetscape, green roof tops, and sustainable landscaping. We work with a wide range of consultants to handle specific needs such as irrigation, lighting, and arboriculture.

#### Landscape Services

#### CityEscape's Landscape Maintenance

Any property, large or small, represents an investment. For a landscape to sustain its purpose and its beauty regular maintenance is critical. Cityscape knows this at its core. Through our full-service capabilities for municipal, commercial, and residential clients, we assure that problems are solved, goals are achieved, and maintenance is performed accurately, promptly, and dependably.

Our landscape maintenance services include:

- Complete Horticultural Monitoring of Existing Sites and Remedial Recommendations
- Pest Management
- Tree Evaluation
- Chemical Services: Soil Amendments, Weed Control and Fertilization
- Irrigation Management
- Skilled, Detail-Oriented Plantsmen Experienced in
  - Lawn Maintenance: Mowing, Trimming, Fertilization, Aeration, Seeding and Turf Replacement
  - Plant Care and Bed Maintenance: Shrub and Small Tree Pruning, Annual and Perennial Grooming, Weeding, Edging, Fertilization, Mulching, and Pest Recognition.
  - Landscape Installation: Removals, Plan Layout, Tree, Shrub, and Perennial Installation, Seasonal Floral Displays and Container Displays.
  - Supplemental Watering
  - o Winter Plant Protection and Snow Removal

#### CityEscape's Landscape Design-Build Services

Every landscape reflects our clients' desires and site specifications - making it functional as well as beautiful.

Our Landscape Design-Build services include:

- Landscape Design
- Client Consultation
- Site Inspection & Topographical Analysis
- Hand Drawn or Computer Generated Graphic Design
- Detailed Plant Specification
- Final Plan & Elevation Renderings
- Stone & Brick Patios/Walkways
- Retaining Walls
- Natural Stone Features
- Water Features
- Management of Subcontractor Services
- Custom Irrigation
- Custom Lighting
- Hardscape Installation
- Renovation

- Develop New Design
- o Remove Specified Plants
- Prune Remaining Plants
- o Install & Construct Per Plan
- o Add Soil Amendments
- Nutrition
  - Soil Analysis for Nutrients
- Plant Installation
  - Custom Plant Specification
     & Selection
  - Seasonal Annuals/Bulb Rotation
  - Complete Bed Construction
  - Plants Obtained from Local Growers
  - Finished Installation with Shredded Mulch

#### Landscape Maintenance Experience

As the Landscape Maintenance Firm for both Chicago Airports, Village of Oak Park, Village of Buffalo Grove and numerous commercial and municipal properties, we have developed a unique set of capabilities to serve these accounts. Some of our current and past clients include:

- O'Hare Airport Comprehensive Landscape Services
- Midway Airport Comprehensive Landscape Services
- Chicago Dept. of Water Management Services Comprehensive Landscape Services
- Cook County Landscaping Services for the Dept. of Facilities Management
- Village of Oak Park Commercial District Planter Program
- Village of Oak Park Comprehensive Landscape Services
- Village of Buffalo Grove ROW & Median Mowing
- Chicago Transit Authority Landscape Maintenance Services
- CDOT North & Southwest Median & Boulevard Regions
- 209 East Lake Shore Drive Terrace Seasonal Rotation, On-going Maintenance
- 222 East Chestnut Seasonal Rotation, On-going Maintenance
- 250 East Pearson Streetscape Design and Installation, On-Going Maintenance, Seasonal Rotation in Planters
- Grant Park Maintenance, Winterization
- 1448 N Lakeshore Drive Design, Seasonal Rotation, On-Going Maintenance
- 1540 N Lakeshore Drive Design, Seasonal Rotation, On-Going Maintenance
- 3400 N Lakeshore Drive Design, Seasonal Rotation, On-Going Maintenance
- 3500 N Lakeshore Drive Design, Seasonal Rotation, On-Going Maintenance
- 5320 N Lakeshore Drive Design, Seasonal Rotation, On-Going Maintenance
- Chicago Loop Alliance State Street Design, Seasonal Rotation, On-Going Maintenance
- Grant Park Seasonal Landscape Maintenance
- Museum Campus Seasonal Landscape Maintenance
- South Lake Shore Drive-Landscape Maintenance
- North Lake Shore Drive- Landscape maintenance

#### Staffing

Cityscape has six management staff overseeing municipal and commercial projects and 70 landscape crew members servicing our municipal and commercial projects.



#### RELEVANT EXPERIENCE

Following is a list of projects relevant to the scope of work of the RFP. For all projects, CityEscape performed 60-100% of the work utilizing our own staff, management, supervisors and laborers.

#### O'Hare International Airport

- Chicago, Illinois
- Comprehensive Landscape Services
- General Contractor
- Project Start Date: March 2019 (Previous Contract March 2012 to February 2019)
- Project End Date: February 2024
- Total Project Cost: \$12,878,918 (O'Hare & Midway combined)
- Percentage of Project Performed by Firm: 75%
- Project Work Performed by Firm:
  - o three season design of floral gardens/planters
  - o procurement, installation, and maintenance of seasonal plantings
  - seasonal maintenance including spring clean-up and preparation and fall clean up and winterization
  - landscape maintenance including planting bed maintenance, weeding, edging, watering, fertilization, and pruning
  - o maintenance of perennials, shrubs & trees
  - o lawn care including fertilization and core aeration
  - o watering of non-irrigated areas
  - o irrigation installation and maintenance
- Contact Information: Chicago Department of Aviation, Dorothy Izewski, 773-686-7271
- Successfully managed 3 subcontractors for this project
  - Dr. Sprinkler Irrigation, LLC (Irrigation), Alvarez, Inc. (Watering, Lawn Care, Tree Removal) and TruGreen Commercial (Lawn Care)

#### **Midway International Airport**

- · Chicago, Illinois
- Comprehensive Landscape Services
- General Contractor
- Project Start Date: March 2019 (Previous Contract March 2012 to February 2019)
- Project End Date: February 2024
- Total Project Cost: \$12,878,918 (O'Hare & Midway combined)
- Percentage of Project Performed by Firm: 75%
- Project Work Performed by Firm:
  - o three season design of floral gardens/planters
  - o procurement, installation, and maintenance of seasonal plantings
  - seasonal maintenance including spring clean-up and preparation and fall clean up and winterization
  - landscape maintenance including planting bed maintenance, weeding, edging, watering, fertilization, and pruning
  - o maintenance of perennials, shrubs & trees
  - o lawn care including fertilization and core aeration
  - o mowing & trimming of lawns
  - watering of non-irrigated areas
  - irrigation installation and maintenance
- Contact Information: Chicago Department of Aviation, Felipe Najar, 773-838-0619
- Successfully managed 3 subcontractors for this project
  - Dr. Sprinkler Irrigation, LLC (Irrigation), Alvarez, Inc. (Watering, Lawn Care, Tree Removal) and TruGreen Commercial (Lawn Care)

#### Oak Park Comprehensive Landscape Services

- Oak Park, Illinois
- General Contractor
- Project Start Date: April 2018 (Previous Contract April 2014 to November 2017)
- Project End Date: November 2021
- Total Project Cost: \$296,322
- Percentage of Project Performed by Firm: 100%
- Project Work Performed by Firm:
  - seasonal maintenance including spring clean-up and preparation and fall clean up and winterization
  - o maintenance of perennials, shrubs & trees in designated village properties
  - installation of perennials, shrubs & trees
  - watering of non-irrigated beds
  - o trash and debris pick up
- Contact Information: Village of Oak Park, Department of Public Works, Robert Sproule, 708-358-5740

#### Chicago Department of Water Management Services Region VII

- Chicago, Illinois
- Landscaping Services
- General Contractor
- Project Start Date: July 2018
- Project End Date: July 2023
- Total Project Cost: \$3,054,178
- Percentage of Project Performed by Firm: 75%
- Project Work Performed by Firm:
  - o maintenance of planting beds and plant material
  - o maintenance of perennials, shrubs & trees
  - turf fertilization
  - mowing and trimming of lawns
  - watering of non-irrigated areas
- Contact Information: Chicago Dept. of Water Management Services, Mark O'Malley 312-742-3820
- Successfully managed 2 subcontractors for this project
  - o Diaz Group, LLC (Mowing), The Davey Tree Expert Company (Tree Removal)

#### Cook County Department of Facilities Management

- Chicago, Illinois
- Landscaping Services
- General Contractor
- Project Start Date: August 2016
- Project End Date: December 2020
- Total Project Cost: \$787,750
- Percentage of Project Performed by Firm: 95%
- Project Work Performed by Firm:
  - o maintenance of planting beds and plant material
  - o maintenance of perennials, shrubs & trees
  - lawn care
  - mowing and trimming of lawns
  - watering of non-irrigated areas
- Contact Information: Cook County Facilities Management, Bridget Price, 312-603-4171
- Successfully managed 1 subcontractor for this project
  - The Davey Tree Expert Company

### Chicago Median & Boulevard Landscape Maintenance and Services Southwest Region

- Chicago, Illinois
- Comprehensive Landscape Services
- General Contractor
- Project Start Date: March 2013
- Project End Date: February 2019
- Total Project Cost: \$4,912,017
- Percentage of Project Performed by Firm: 100%
- Project Work Performed by Firm:
  - seasonal maintenance including spring clean-up and preparation and fall clean up and winterization
  - o maintenance of perennials, shrubs & trees in medians and boulevards
  - o mowing in boulevards
  - o installation of perennials, shrubs & trees in medians
  - o watering of non-irrigated medians and boulevard beds
  - o trash and debris pick up
- Contact Information: Chicago Department of Transportation, Ken Martin, 312-744-1863

- Successfully managed 3 subcontractors for this project
  - Melesio's Landscaping (Mowing, Lawn Care & Maintenance), Care of Trees (Tree Care/Removal) and Bartlett Tree Experts (Tree Care/Removal)

# Chicago Median & Boulevard Landscape Maintenance and Services North Region

- Chicago, Illinois
- Comprehensive Landscape Services
- General Contractor
- Project Start Date: March 2013
- Project End Date: February 2019
- Total Project Cost: \$4,912,017
- Percentage of Project Performed by Firm: 100%
- Project Work Performed by Firm:
  - seasonal maintenance including spring clean-up and preparation and fall clean up and winterization
  - o maintenance of perennials, shrubs & trees in medians and boulevards
  - o mowing in boulevards
  - o installation of perennials, shrubs & trees in medians
  - watering of non-irrigated medians and boulevard beds
  - o trash and debris pick up
- Contact Information: Chicago Department of Transportation, Ken Martin, 312-744-1863
- Successfully managed 3 subcontractors for this project
  - Melesio's Landscaping (Mowing, Lawn Care & Maintenance), Care of Trees (Tree Care/Removal) and Bartlett Tree Experts (Tree Care/Removal)



#### QUALIFICATIONS

Following are CityEscape Garden & Design's Resumes of supervisory and design personnel identified in the Description of Proposer as being dedicated to the project as well as other key personnel performing work under the contract.

#### Nick Arensmann

Position: Project Director 2021 to Present

**Duties**: Responsible for coordinating the schedule, reporting, documenting and working with the client supervisor to ensure the goals and objectives of the project are met on a daily basis; prepares designs and proposals for new work; assists in invoicing and project administration.

Time with Firm: March 2021 to Present

#### Work History:

- Bartlett Tree Experts, Chicago, IL, Arborist Representative, 2018 – 2021
  - Business development including proposals and sales
  - o Hiring, Training and management of all production staff
  - Fleet management (repairs, maintenance, permitting, licensing, etc.)
  - Production management (job planning and labor, equipment and supplies management)
  - Budgeting
- SavaTree: The Tree, Shrub, and Lawn Care Company, NW Suburbs of Chicago, IL, Arborist/Sales Representative, 2014 – 2018
  - Consultations, site diagnosis and property monitoring
  - Estimating and proposal development
  - Project scope development and production planning
  - Networking and sales
  - o Budget management
  - o Plant health care diagnostics and treatment
- Davey Resource Group-Division of The Davey Expert Tree Co, Chicago South Region, IL,
   Vegetation Management Planner, 2012-2014
  - Compiled species inventories and risk assessments
  - o Forecasted regional tree work and documented work performed.
  - Planned, obtained permits, and managed tree clearance work.
  - First response inspector and job planner for storms and emergency events.

Education: B.S. Plant Biology, B.S. Soil Science, Purdue University, West Lafayette, IN 2011 Certifications & Licenses:

ISA Certified Arborist IL-9050A

ISA Tree Risk Assessment Qualified (TRAQ)

Licensed Pesticide Applicator

#### Michael Elsen RLA.

Position: Project Director 2012 to Present

**Duties**: Responsible for coordinating the schedule, reporting, documenting and working with the client supervisor to ensure the goals and objectives of the project are met on a daily basis; prepares designs and proposals for new work; assists in invoicing and project administration.

Time with Firm: March 2012 to Present

#### Work History:

- BauerLatoza Studio, Chicago, IL Senior Landscape Architect 2008 2011
  - Project management, planning, urban design, sustainable site design & engineering, planting design and zoning application
- Land Resource Management Group, Bradley, IL\_ Senior Landscape Architect \_2004 2008
  - Project management, planning, sustainable site design & engineering, planting design, zoning application, natural areas restoration/management, and storm water best management practices
- Don Halamka Associates, Inc. Chicago, IL \_Senior Landscape Architect \_1990 2004
   Project Manager 1981 1990
- Associated Planners, Northbrook IL Landscape Architect 1979 1981

Years of Experience: 40 years

Education: Bachelor of Fine Arts in Landscape Architecture\_University of Illinois, Urbana-

Champaign 1979

Certifications & Licenses:

Registered Landscape Architect, State of Illinois Certified Arborist, International Society of Arboriculture Licensed Pesticide Applicator ASLA Member

#### Regina Cady,

Position: Horticulturist

**Duties**: Responsible for inspecting all properties maintained by CityEscape for plant disease, pests and general health. Sprays and oversees spraying of all pesticides applied by CityEscape. Provides in-field instruction to crews on best practices in landscape maintenance from pruning to deadheading.

Time with Firm: February 2020 to Present

#### Work History:

- Rock Valley Garden Center, Rockford, IL Horticulturist 2017 2019
- Green Edens Horticultural Services Evanston, IL 2016 2017
- Herban Produce\_ Chicago, IL\_ 2014 2015
- Vernon Hills Park District\_ Vernon Hills, IL\_ 2009 2014
- Griffin Technical College\_ Griffin, GA\_ 2006 2008
- USDA ARS PGRCU Griffin, GA 2004 2008
- City of Atlanta PRCA Atlanta, GA 1995 1999

Years of Experience: 18 years

**Education:** A. S., Ornamental Horticulture\_ Abraham Baldwin Agricultural college, Tifton, Georgia 1984

Certificate in Landscape Design College of Lake County, Greyslake, IL

Certifications & Licenses:

Licensed Pesticide Applicator

#### Milton Galicia.

Position: Crew Leader - 2008 to Present: Crew Member - 2004 - 2008

Duties: Oversees the installation, maintenance and watering of floral gardens and permanent

landscapes; oversees the mowing and maintenance of lawn areas

Time with Firm: 2004 to Present

#### Work History:

Cobiwa Distribution, Moralez, Guatemala Field Inspector 1999 – 2001

 Oversaw production of 38 acres of banana fields; supervised reforestation & field cultivation, inspected fields for insect & drought damage

Years of Experience: 20 years

Education: Landscape Industry Certified Technician\_St. Vincent Paul Technical School,

Guatemala 1998

#### Certifications & Licenses:

Landscape Industry Certified Technician (Professional Landscape Network)

- Passed field test & studying for written exam

#### Juan Carlos Perez Solis,

Position: Crew Leader - 2017 to present

Duties: Oversees the installation, maintenance, and watering of floral gardens and adjacent

permanent landscapes; oversees the maintenance of lawn areas

Time with Firm: 2017 to Present

#### **Work History:**

Multiple Landscape Contracting firms in the Chicago Region

Crew Leader for O'Hare Airport 2017 to Present

Years of Experience: 15 years



#### DEPARTMENT OF PROCUREMENT SERVICES

#### CITY OF CHICAGO

JAN 2 3 2019

Connie L. Rivera

City Escape Garden & Design, LLC
3022 W. Lake Street
Chicago, Illinois 60612

Dear Ms. Rivera:

We are pleased to inform you that City Escape Garden & Design, LLC is recertified as a Woman-Owned Business Enterprise ("WBE") by the City of Chicago ("City"). This WBE certification is valid until 12/16/2023; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 12/15/2019, 12/15/2020, 12/15/2021, and 12/15/2022. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 12/15/2023. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 10/15/2023.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

of a

- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

#### **NAICS Codes:**

424930 - Flower, Nursery Stock, and Florists' Supplies Merchant Wholesalers

444220 - Garden Centers

541320 - Landscape Architectural Services

561730 - Landscaping Services (except planning)

561790 - Snow Plowing Driveways and Parking Lot

Your firm's participation on City contracts will be credited only toward **WBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

Shannon E. Andrews (Not)
Chief Procurement Officer

SEA/vlw







### The International Society of Arboriculture

Hereby Announces That

Nicholas Arensmann

Has Earned the Credential

### ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

27 August 2012

30 June 2024

IL-9050A

Issue Date

Expiration Date

Certification Number



#0847
ISA Certified Arborist









# The International Society of Arboriculture

Hereby Announces That

Michael J. Elsen, RLA, ASLA

Has Earned the Credential

### ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

23 May 2005

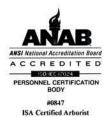
30 June 2023

IL-4611A

Issue Date

**Expiration Date** 

Certification Number





# ILLINOIS DEPARTMENT OF AGRICULTURE BUREAU OF ENVIRONMENTAL PROGRAMS

ID CARD

(CUT ALONG DOTTED LINE)

# STATE OF ILLINOIS DEPARTMENT OF AGRICULTURE SPRINGFIELD, ILLINOIS

**LIC#** CA105147 **EXPIRES** December 31, 2023

CITY ESCAPE GARDEN & DESIGN NICHOLAS E ARENSMANN 3022 WEST LAKE STREET CHICAGO JL 60612

SIGNATURE

ILLINOIS PESTICIDE ID CARD

LIC# CA105147 USAPLANTS ID: 000VRN COMMERCIAL APPLICATOR

General Standards Right-of-Way

IL406-1122 X021-406-0030

ID CARD

### ILLINOIS DEPARTMENT OF AGRICULTURE BUREAU OF ENVIRONMENTAL PROGRAMS

(CUT ALONG DOTTED LINE)

# STATE OF ILLINOIS DEPARTMENT OF AGRICULTURE SPRINGFIELD, ILLINOIS

LIC# CA104230 EXPIRES December 31, 2022

CITY ESCAPE GARDEN & DESIGN Regina L Cady 3022 WEST LAKE STREET CHICAGO IL 60612

SIGNATURE



#### ILLINOIS PESTICIDE ID CARD

LIC# CA104230 USAPLANTS ID: 000VRN COMMERCIAL APPLICATOR

General Standards Ornamental

IL406-1122 X021-406-0030



Thank you for your interest in the Village of Orland Park. Please be sure to review and comply with all specifications and requirements listed in the provided documents. Failure to comply with the stated requirements may deem your submittal non-responsive. Please be sure to "Follow" a solicitation to ensure notification of all subsequent related correspondence issued (addenda, clarifications, etc).

#### **Addendum Description**

Response to questions received.

#### **Notice Modifications**

Notice Information	From Value	To Value	
No entries			

#### **Category Modifications**

**Added Categories** 

No Categories Added

Removed Categories

No Categories Removed

#### Added Documents[A]

Document	Size	Uploaded Date	Language
Q&A Document 1.pdf [pdf]	2 Kb	12/10/2021 01:31 PM EST	English
RFP and Bid Summary Sheet Turf Mowing 17-012.pdf [pdf]	672 Kb	12/10/2021 01:31 PM EST	English

Page 1 of 1 12/10/2021 02:42 PM EST

ADDANDUM#1

#### Questions & Answers - 1

Solicitation

21-063 - Turf Mowing and Maintenance Services

**Buying Organization** 

Village of Orland Park

No	Question/Answer	Question Date
Q1	Question: Size of Mowers?	12/07/2021
	Can larger format mowers be used? Such as a Toro Grandmaster	
	Answer: Large format mowers may be used when appropriate for the site location and conditions.	
	There will be situations where smaller mowers would be necessary.	
Q2	Question: Previous RFP and Bid Tab	12/08/2021
	<ol> <li>Can you send a copy of the previous RFP for this work/contract?</li> </ol>	
	2. Can you send copy of the Bid Tab for the previous contract for this work?	
	Answer: The 2017 RFP and Bid Summary Sheet are attached.	

Connie Rivere



The	undersigned CONNIC RIVERA, as MANAGING MEMBER (Enter Name of Person Making Certification) (Enter Title of Person Making Certification)
and	on behalf of CITYESCAPE GARDEN & DESIGN LUC, certifies that: (Enter Name of Business Organization)
1) <u>E</u>	BUSINESS ORGANIZATION:
7	The Proposer is authorized to do business in Illinois: Yes [X] No [ ]
F	Federal Employer I.D.#: 45-0500838  (or Social Security # if a sole proprietor or individual)
J	The form of business organization of the Proposer is (check one):
	Sole Proprietor Independent Contractor (Individual) Partnership LLC SINGUE MEMBER Corporation
	(State of Incorporation) (Date of Incorporation)

#### 2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [X No [ ]

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

#### 3) SEXUAL HARASSMENT POLICY: Yes [X] No [ ]

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

#### 4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [ No [ ]

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

RFP 21-063

#### Yes [X] No [] 5) TAX CERTIFICATION:

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

#### 6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

#### ACKNOWLEDGED AND AGREED TO:

Conne Rivere	8
Signature of Authorized Officer	

MANAGING
Title

12/16/2021



# Turf Mowing and Maintenance Services

Provide a "Weekly Cost per Mow" below for each site and corresponding year. Also provide a cost for Site Additions per acre as well as a cost for Nuisance Mowing per acre.

The contract for this work will not be split between multiple contractors. The contract will be awarded to one (1) contractor.

										R35-03	R35-02	R35-04	R33-03	R33-02	R33-01	R32-05	R32-04	SITE ID	
					Nuisance mowing will be to	Price for additional sites will be prorated de	The "Weekly Cost per Mow" should reflect the per we			86TH AVENUE ROW	R35-02 BEVERLY LANE ROW	R35-01 R8th AVENUE ROW		104th AVENUE ROW	131st STREET LIFT STATION	EAGLE RIDGE UNIT 5 & 6 ROW	ORLAND PARKWAY LIFT STATION	NAME	
Dated:	Title:	signed: lonnie Rivere	Firm Name:	Proposer:	Nuisance Mowing - Cost Per Acre	Site Additions - Weekly Cost Per Acre	The "Weekly Cost per Mow" should reflect the per week cost to mow each site listed on the Unit Price Sheet for each of the years listed	Total Weeki		86th Ave and Paloma Dr	88th Ave to Adria Ct	Sign at NW corner of intersection	9701 131st St	179th to 183rd Street	10000 Creek Road	104th Ave, 108th Ave, 179th Ave	10370 Orland Parkway	LOCATION	
12/16/2021	Managing Member	inec	City Escape	Connie Rivera	- Cost Per Acre sted by the Village	y Cost Per Acre than one (1) acre	of the years listed	Total Weekly Cost per Mow										DOUBLE	
	ber	C		ā	Total =	Total =	8 8	/ Total =	822.60	0.25	0.10	0.17	0.25	0.17	0.10	3.08	0.20	CUT QUANTITY (Mowable cut	
					\$ 28.00 2022	\$ 28.00 2022		\$ 22,004.55 \$	\$ 22,004.55			\$ 4.55	\$ 6.69	\$ 4.55	\$ 2.68	\$ 82.39	\$ 5.35	MOW (2022)	
L	SIS	1	E.		2023	\$ 28.00 2023	- 1	\$ 22,004.55 \$	\$ 22,004.55	S	69 6	4.55	\$ 6.69	\$ 4.55	\$ 2.68	**	\$ 5.35	COST per MOW (2023)	
					\$ 28.85 2024	\$ 28.85 2024	- 1	\$ 22,665.10 \$	\$ 22,665.10	49	69 6	\$ 4.68	\$ 6.89	\$ 4.68	\$ 2.76	\$ 84.86	\$ 5.51	COST per MOW (2024)	
					2025	\$ 28.85 2025	- 1	\$ 22,004.55 \$	\$ 22,665.10	\$	S	\$ 4.68	\$ 6.89	\$ 4.68	\$ 2.76	\$ 84.86	-	WEEKLY COST per MOW (2025)	OPT
					2026	\$ 29.43 2026		\$ 23,115.06	\$ 23,115.06	4	69 6	\$ 4.78	\$ 7.03	\$ 4.78	\$ 2.81	\$ 86,55	1.0	WEEKLY COST per MOW (2026)	OPTIONAL





Turf Mowing and Maintenance Services

Provide a "Weekly Cost per Mow" below for each site and corresponding year. Also provide a cost for Site Additions per acre as well as a cost for Nuisance Mowing per acre.

The contract for this work will not be split between multiple contractors. The contract will be awarded to one (1) contractor.

74 39	9			171.20			7656 Cashew Dr	CASHEW POND
2.16	SA 64	\$ 74.39	\$ 72.58	\$ 72.58	270		15199 73rd Ave	SILVER LAKE GARDENS POND
8.27	69	\$ 8.27	\$ 8.03	8.03			7735 W 144TH ST	WOODED PATH II EAST POND
6.06	s			5.89			7825 W 144TH ST	VOODED PATH II WEST POND
7.63	69	\$ 17.63	\$ 17.12	$\overline{}$			14300 82nd Ave	WEDGWOOD ESTATES POND #2 SOUTH
2.59	69			21.94			14300 82nd Ave	/EDGWOOD ESTATES POND #1 NORTH
3.78	69 6		\$ 13.38	13.38	0.50		14302 Ashley Ct	ASHLEY OAKS POND
000		4 122 00		10.04			0100 W 151st St	ORI AND SOLIABE BOND
88.0	9 64			-			14403 IVING Avenue	4403 INVING AVENUE
3.32	69		\$ 100.31	100.31			10299 147th St	BROWN PARK POND
6.34	69			171.20			14650 Ravinia Ave	VILLAGE CENTER POND
110.21	69	\$ 110.21	\$ 107.00	107.00			14500 Ravinia Ave	REC ADMIN POND
9.56	69	\$ 19.56	\$ 18.99				11011 Deer Haven Lane	DEER HAVEN II EAST POND
1.77	49		\$ 21.13	21.13			14421 Wolf Road	DEER HAVEN II WEST POND
6.18	S	\$ 26.18			0.95		11027 Royal Oaks Ln	ROYAL OAKS POND
9.29	69			18.73			10810 Crystal Meadow Ct	CRYSTAL MEADOW POND
9.76	\$	\$ 29.76	\$ 28.89		1.08		10811 Green Manor Ct	GREEN MANOR POND
3.03	S			2.94			14240 Wolf Road	ONG RUN CREEK WETLAND
1.38	69						14000 Cooper Way	COOPER WAY POND
2.40	<del>co</del>			12.04			11626 Preston Drive	PRESTON DRIVE POND
1.75	69	\$ 91.75		89.08	3.33		14100 Haverhill Ln	HAVERHILL POND
2.40	69	\$ 12.40		12.04			14175 Creek Crossing Dr	CREEK CROSSING POND
4.68	<del>co</del>			4.55			13531 McCabe Dr	INEWOOD NORTH POND #3
3.06	S	\$ 33.06					13850 McCabe Ct	PINEWOOD NORTH POND #1
7.55	s			26.75			13530 McCabe Dr	PINEWOOD NORTH POND #2
9.95	49	\$ 39.95	\$ 38.79	$\neg$			14041 Fermoy Drive	BUNRATTY PARK POND
2.76	S	\$ 2.76	\$ 2.68	2.68			11120 Marilyn Terrace	BUNRATTY POND
4.80	59			24 08			10957 W. 142nd St	PERSIMMON MEADOW POND
8 54	59 6	\$ 8.54	\$ 8.29		0.31		13949 Persimmon Dr	ERSIMMON POND
5 51	59 (			5 35			10900 W 143rd St	ASHFORD POND
6.53	59			16.05	0.60		11025 Arbor Ridge Dr	ARBOR RIDGE POND
6.53	59		\$ 16.05	_			11151 Marilyn Ct	KNOLLWOOD POND
7.75	69			36.65			13700 Spring Ln	COUNTRYSIDE POND
3.73	69	\$ 53.73	\$ 52.16	$\rightarrow$	1.95		13961 LaGrange Rd	VATURE CENTER
507	59 (			24 34			13835 Legend Tr	EGEND TRAIL POND
2 67	9			12 31			13621 Tallorass Tr	TALLGRASS POND
689	59	\$ 689	5 669	_	0.25		9251 W. 135th St	CRESCENT WETLAND
7.55	59 (			26 75			14031 Concord Dr	HERITAGE POND
8 10	59 6			_			13920 Thomas Dr	THOMAS POND
444	59 6			33 44	1 25		9200 W 138th St	LAMPLIGHTER POND
2 2 2	A 6			16.05			8758 W 140th St	40th STREET WETI AND
216	9			40 93			13933 S 88th Ave	88th AVENUE NORTH POND
100	A 6	\$ 35.07	24.00	_	1 28		14201 S 87th Ave	87th AVENI IE EAST DOND
87.6	9 6		71.10	71.10			19543 Nickland Or	SUNNITINE FUND
4.08			\$ 42.80	42.80			14201 Cristina Ave	TERMINAS FOND
1.33	69		\$ 40.13	+	1.50		13625 Sandalwood Ur	SHNALA POND
2.35	69		\$ 50.83	50.83			14240 80th Ave	WEDGEWOOD COMMONS POND
1.99	69	\$ 61.99	\$ 60.19	60.19	2.25		13799 84th Ave	CARO VISTA POND
7.20	49		\$ 36.11	36.11			8695 W. 135th St	VILLA WEST CREEK
2.66	69	\$ 82.66	\$ 80.25	80.25			8699 W. 135th St	VILLA WEST POND
4.96	+		\$ 4.82	4.82			7845 Redondo Ln	REDONDO POND
5.71	-		\$ 15.25	15.25			14010 Apache Ln	APACHE POND
6.84	-	\$ 46.84	\$ 45.48	45.48			13551 Ishnala Dr	TETON POND
er 25)	COST per MOW (2025)	COST per MOW (2024)	COST per MOW (2023)	MOW (2022)	area in acres)		LOCATION	NAME
4	WEEKLY	WEEKLY	WEENLT	AND COLUMN	DIJANTITY (Mowshie	DOI BUT		



# Turf Mowing and Maintenance Services

Provide a "Weekly Cost per Mow" below for each site and corresponding year. Also provide a cost for Site Additions per acre as well as a cost for Nuisance Mowing per acre.

The contract for this work will not be split between multiple contractors. The contract will be awarded to one (1) contractor.

29-08 LAUREL	29-06 WHITE	29-03 GREAT	29-02 YEARLI	29-01 VICTOR	23-03 CRYST	22-01 SETON	21-05 97th AV	20-49 GLEN C	20-07 ANTHO	20-04 KINGSF	20-03 GLEN C	20-02 APPLE	20-01 BEEMS	18-03 GRAND	18-02 ARBOR	18-01 SPRING	17-18 ASHBU	17-17 ASHBU	17-18 COLET	17-15 ASHBO	17-14 GLENL	17-10 SHIRE	17-09 SHIRE	TOT CIENI	1/-US SOMER	17-04 FAWN	17-03 EQUES	17-02 EQUES	18-13 PUBLIC	18-02 TREET	16-01 TREET	DWES POND	15-05 TAKKI	15-03 TORRE	15-02 PARK H	15-01 VILLAG	14-12 PLUM T	NICE AN	14-08 CACHE	14-07 CACHE	14-08 CACHE	14-05 ORLAN	14-03 EDGEW		14-01 BOB-O-	13-23 CATAL	13-22 CATALI	13-00 VERITA	13-05 VERITA	13-04 COLON	13-03 WILDRO	SITE ID	
LAUREL HILLS POND	TAIL POND	GREAT EGRET POND	YEARLING CROSSING POND	VICTORIA PLACE POND	AL CREEK NORTH POND	SETON PLACE POND	ENUE WETLAND	JAKS PHASE 5	ANTHONY DRIVE POND	KINGSPORT POND	DAK INDUSTRIAL POND	APPLEKNOL POND	BEEMSTERBOER POND	GRANDVIEW POND	POINT POND	SPRING CREEK POND	ASHBURN COURT 2 POND	RN COURT POND	COLETTE POND	ASHBOURN POINT POND	LENLAKE SOUTH POND	SHIRE SOUTH POND	SHIRE NORTH POND	TENI AKE NORTH BOND	GLEN POND	FAWN CREEK LANE POND	QUESTRIAN TRAIL EAST POND	TRIAN TRAIL WEST POND	UBLIC WORKS POND	REETOP POND #1	REETOP POND #2	FOND #3	TAXXHILL TONU #3	ORREY PINES POND	PARK HILL POND #1	ILLAGE SQUARE POND	PLUM TREE POND	Y POND #Z	CACHEY POND #3	Y POND #1	CACHEY POND #4	D GOLFVIEW POND	EDGEWOOD POND	Y SCHOOL POND	LINK POND	WEST	ATALINA HIGHLINES EAST POND	VERITAS POND #3	VERITAG POND #2	ADES POND	WILDROSE POND	NAME	TO THE REAL PROPERTY.
11001 Laurel Hill Dr	10701 White Tail Run	10631 Great Egret Dr	16999 Yearling Crossing	10798 Victoria PI	15900 Orlan Brook Dr	9460 Seton PI	9658 W. 163rd St	10740 165th St	10831 Anthony Dr	10801 Bear Island Ave	10798 W. 165th St	10599 W. 163rd PI	10701 W. 160th St	15140 Grandview Dr	11801 W. 151st St	11250 Poplar Creek Ln	10907 Jillian Ct	10919 Jillian Ct	15801 Park Station Blvd	15319 Jillian Rd	15648 Glenlake Dr	15699 Shire Dr	15641 Shire Dr	15600 Clerists Dr	10800 Somergien Ln	15513 Fawn Creek Ln	15640 Shire Dr	11199 Equestrian Dr	152655 Ravinia Ave	9937 Treetop Dr	15400 Treeton Dr	9011 Helen Ln	15798 Parkhill Dr	15746 Torrey Pines	15799 Parkhill Dr	9125 Kensington Way	15699 86th Ave	15735 86th Ava	8101 W. 157th St	8021 W. 157th St	8400 W. 157th St	15531 Merion Dr	15324 Edgewood Dr	8700 W. 152nd St	8230 Bob-O-Link Dr	15501 80th Avenue	15500 Wheeler Drive	7790 W 158th Ct	7700 M 458th Ct	7500 W.157th St	7340 W.157th St	LOCATION	
																																																				CUT	
0.82	1 16	1.75	1.20	0.55	0.20	0.15	0.62	1.00	0.78	0.10	0.74	0.80	0.77	0.75	2.00	2.80	0.30	0.28	1.13	0.73	2.21	0.16	0.20	0.04	1.00	0.50	0.10	0.61	1.60	1.00	486	0.78	2.75	1.96	4.00	1.00	0.40	3.80	1.75	1.80	7.80	3.50	1.60	2.75	190	283	2.69	0.72	1.20	1.75	0.85	QUANTITY (Mowable area in acres)	
	\$ 31 03		\$ 32.10							\$ 2.68	\$ 19.80	\$ 21.40	\$ 20.60		\$ 53.50	\$ 74.90							535				\$ 2.68					\$ 47.00				\$ 26.75	\$ 10.70		\$ 46.81								\$ 71.98			\$ 46.81		COST per MOW (2022)	WEEKIV
*	\$ 31.03	S	S	\$ 14.71	69	\$ 4.01	59	69	S	\$ 2.68	69	49	59	69	69		69	49	69	69	59 (	59 6	A 6	9 6	69	69	49	69	69	60 6	9 6	9	69	49	S	\$ 26.75	SP 64	9 64	\$ 46.81		\$ 208.65			\$ 73.56		A 6	\$ 71.96	9 6	\$ 32.10	\$ 46.81	*	COST per MOW (2023)	WEEKIY
69 (	_	69	\$ 33.06	69	60	5	59	69	69	S	69	G	69	69	69		69	69	69	69	$\overline{}$	69 6	A 4	9	69	$\overline{}$	S	4	S	69 6	A 6	n 4	69	69	S	\$ 27.55	<b>69</b>	9 64	$\overline{}$	69	69	49	69	_	•	_	9 6	, 4	69	\$ 48.22	S	COST per MOW (2024)	WEEKIY
	\$ 31.96			\$ 15.15		59	69	54	S	S	S	69	S	69	69		69	\$ 7.71	69	69	\$ 60.89	9	A 6	9 6	69	_	49	49	4	69 6	A 6	9	69	49	S	\$ 27.55	so 6	9 69	-	49	8	4	69	\$ 75.77			\$ 74.12		\$ 33.06	\$ 48.22	\$ 23.42	COST per MOW (2025)	WEEKIY
5		69	-	69	69	59	50	59	69	\$ 2.81	8	49	S	49	S	_	S	S	69	S	\$ 62 10	6	A 6	9 4	•	$\overline{}$	49	49	69	69 6	n 6	9 4	69	49	s	_	so 6	9 69	69	s	s	49	69	59 (	9 6	0	n 6	9 6		69	49	77 77 77 77 77 77 77 77 77 77 77 77 77	WEEKIY



# Turf Mowing and Maintenance Services

Provide a "Weekly Cost per Mow" below for each site and corresponding year. Also provide a cost for Site Additions per acre as well as a cost for Nuisance Mowing per acre.

The contract for this work will not be split between multiple contractors. The contract will be awarded to one (1) contractor.

K02-05 SUNNY PINE PARK	KO2-04 PERMINAS PARK & BALLFIELD	KOS-DS ISHNALA WOODS PARK	K02-01 CARO VISTA PARK / QUINTANA	K01-02 COLONIAL PARK TO TINLEY CREEK (POWER LINES)	K01-01 NEWBURY PARK	F06-01 ORLAND BUSINESS CENTER POND	F05-01 ORLAND PARKWAY WEST POND	F04-01 ORLAND PARKWAY SOUTH POND	B18-02 VENTURE POND	B18-01 CATALINA INDUSTRIAL POND	33-01 ORLAND PARKWAY EAST POND	32-08 AMBER POND	32.07 DIEGO POND	32-05 BETH POND	32-04 EAGLE RIDGE POND #4	32-03 EAGLE RIDGE POND #3	32-02 EAGLE RIDGE POND #2	32-01 EAGLE RIDGE POND #1	31-53 ORLAND WOODS II POND	SAAL KARI I POND	MDEBIAL EAST BOND	MADERIAL WEST BOND	31-29 AUTUMN RIDGE MIDDLE POND	Ę	31-22 MARLEY CREEK BIKE PATH	31-20 MARLEY BLVD MIDDLE POND	31:15 MARLEY BLVD NORTH POND	31-14 AUTUMN RIDGE WEST POND	31-06 KILEY POND	31-05 WILL-COOK POND	GREENFIELD POND	BROOKHII RETENTION WALL	BROOKELL POND #1	30-05 STEEPLECHASE POND		30-01 BROOKHILL CREEK NORTH	29-39 DEER TRAIL LOT	28-37 OLDE MILL SOUTH POND PATH	WARWICK LANE NOT IT FOND	SOURCE AND LANE FOND	29-28 DEER CHASE ESTATES EAST POND	29-27 DEER CHASE ESTATES POND	29-26 OLDE MILL POND PATH	29-24 DEER POINT PARK POND	29-23 172nd STREET POND	29-22 CAPISTRANO SOUTH POND	20	29-13 BUCK DRIVE WETLAND	SAMO TRAIL POND	CHIEDONI DONO	SITE ID NAME	The state of the s	
13701 88th Avenue	14201 Cristina Avenue	13800 So 80th Avenue	8338 138th Place	Colonial Park to Power Lines	7910 Newberry Drive	11600 183rd Street	11101 183rd Street	10311 Orland Parkway	15800 71st Ct	15401 70th Ct	18220 Orland Parkway	10500 Amber Ln	10555 Diego Ln	10942 Beth Dr	10510 W 183rd St	10419 Eagle Ridge Dr	17900 104th Ave	17900 Eagle Ridge Dr	11510 Southwest Hwy	17631 Kadi Lane	18237 Imperial In	18210 Imperial In	11318 Autumn Ridge	11218 Autumn Ridge	18100 Marely Creek	18121 Marley Blvd	18011 Marley Blvd	11344 Autumn Ridge	11555 Kiley Ln	18000 Will-Cook Rd	17660 Greenfield Ct	17500 Highwood Dr	17898 Brookniii Dr	17029 Steeplechase Pkwy	11257 Steeplechase Pkwy	11498 Brookhill Dr	17345 Deer Trail	10700 Deer Trail Ct.	17030 Warwick Lane	16030 Wassick Lane	10471 Buck Dr	10541 Buck Dr	10713 Millers Way	10947 W. 172nd St	10948 W. 172nd St	17436 Capistrano Ln	10510 Capistrano Ln	10840 Buck Dr	10839 Fawn Trail Dr	17062 Remy Ave	LOCATION		
																																																			CUT	_	
0.77	6.22	510	0.47	33.32	1.19	2.31	0.40	0.20	3.00	2.00	0.41	1.83	2.25	2.53	2.50	1.20	3.85	2.15	0.53	0.90	0.40	0.72	0.90	1.14	1.11	1.00	1.00	1.00	1.52	3.50	5.97	2.25	3.25	0.77	0.77	1.02	0.42	1.20	0.70	0.41	0.18	0.02	1.28	0.90	2.17	1.70	1.40	0.50	0.83	0.10	area in acres)		
		138			\$ 31		\$ 10		\$ 80			\$ 48								200					\$ 29							37.00							4 4								\$ 37		6 24		COST P	WEEKLY	
20.60 \$	-	A 6	_	-	.83	$\neg$	.70 \$		$\overline{}$	_	10.97 \$	.95 \$	$\overline{}$	$\overline{}$	_	32.10 \$	-+	57.51 \$	-	24.08	_	19.26	+-	-	.69 \$		26.75 \$	_	$\overline{}$	_	_	70 8	-	+	20.60 \$	-	_	32.10 \$	73 4	10.97	-	-	_	_	58.05	$\rightarrow$	37.45 \$	-	24.00	+			
20.60	166.39	138 83	12.57	891.31	31.83	61.79	10.70	5.35	80.25	53.50	10.97	48.95	60.19	67.68	66.88	32.10	102.99	57.51	14 18	24.08	0.00	19.26	24.08	30.50	29.69	26.75	26.75	26.75	40.66	93.63	159 70	37.72	86.94	20.60	20.60	27.29	11.24	32.10	18 73	10.97	4.82	0.54	34.24	24.08	58.05	45.48	37.45	13.38	24.00	2.68	COST per MOW (2023)	WEEKLY	
$\Box$	_	+	9 69	_		69			69				49			\$	$\overline{}$	69	_	_	_		_	-			4	_	69	$\neg$	_	9 64		_		8	$\neg$	69 6	_	9 69	-	$\overline{}$	$\overline{}$	$\neg$	$\neg$	_	69 6	-	9 4	+		*	
21.22	171.38	143.00	12.95	918.07	32.79	63.65	11.02	5.51	82.66	55,11	11.30	50.42	61.98	69.71	68.88	33.06	106.08	59.24	14 60	24.80	12.0	19.84	24.80	31.4	30.58	27.55	27.55	27.55	41.88	96.44	164 49	28 85	89.5	21.22	21.22	28.10	11.57	33.06	10 20	11.30	4.96	0.55	35.27	24.80	59.79	46.84	38.57	12.78	20.02	2.76	COST per MOW (2024)	WEEKLY	
$\overline{}$	_	9 6		8					$\vdash$	69		8				59	-	_	-	A 6		_	_	_	\$			$\overline{}$		_		9 64					$\neg$	_	A 4	_			$\overline{}$	_	$\neg$	$\neg$	_	n 6	+	1	there is	×	
21.22	171.38	143.00	12.95	918.07	32.78	63.65	11.02	5.5	82.66	55.11	11.30	50.42	61.99	69.7	68.88	33.06	106.08	59.24	14 60	24 80	0.21	19.84	24.80	31.4	30.58	27.55	27.55	27.55	41.88	96.44	164 40	98.85	89.5	21.2	21.22	28.10	11.57	33.06	10 20	11.30	4.96	0.55	35.27	24.80	59.79	46.84	38.57	12.78	61 00	2.76	COST per MOW (2025)	WEEKLY	OP.
$\overline{}$	60 6	A 6	69	3	S	69	49	S		S	8	69	49	€	$\rightarrow$	69	8	_	<b>69</b>	0.40	9 6	9 64	69	69	49	es.		69	69	69 6	9	A 64	69	69	69	ક	69	_	A 4	_	S	S	S	S		S	69 6	A 6	_	69	MOW (20	WEEKLY	OPTIONAL



Turf Mowing and Maintenance Services

Provide a "Weekly Cost per Mow" below for each site and corresponding year. Also provide a cost for Site Additions per acre as well as a cost for Nuisance Mowing per acre.

The contract for this work will not be split between multiple contractors. The contract will be awarded to one (1) contractor.

K16-0	K16-0	K15-0	K15-06	K15-0	K15-04	K15-0	K15-0	K14-03	7140	NIO	K13-03	K13-0	K13-01	K11-0	K11-0	K10-03	K10-02	K10-01	K09-17	K09-16	K09-15	KOO 1	K09-10	K09-09	K09-07	K09-06	K09-05	NO-BON	K09-02	K09-01	K07-0	K06-04	K08-03	K05-03	K05-02	K05-01	K04-07	K04-05	K04-04	K04-03	K04-02	K04-01	K03-05	K03-04	K03-02	K03-01	K02-08	K02-0	K02-06	SITE ID	
CAMENO REAL PARK	BILL YOUNG PARK	PARK HILL PARK		CENTER SCHOOL BALLFIELDS	-	VILLAGE SQUARE PARK			150th STREET HIGH INES	OACHEY BARK		12		100	COUNTRY CLUB ESTATES PARK			200	VACANT LOT - 9645 and 9605 143RD STREET			VACANTIOT - COOPERIOT		Ī		HOSTERT LOG CABIN		EDONTIED DARK					LONG RUN CREEK PARK	) B			Metra Triangle Pond Frontage	10	Metra Triangle Outlot 1			100		138th STREET OUTLOTS			- 19	EVERGREEN VIEW PARK	WEDGEWOOD COMMONS PARK	NAME	
15229 El Cameno Terrace	15251 Huntington Court	Peachtree Drive and Sunrise Ln	8801 151st Street	9407 151st Street	Wheeler Dr & Lowe's Ave	9030 Windsor Drive	9001 Helen Lane	8101 151st Street	157th Street to 80th Avenue	ONO Neystone Road	7906 Konstan Bood	7617 Hemlock Drive	7721 Wheeler Drive	8200 Eynsford Drive	14449 Country Club Lane	14609 Poplar Road	9105 Carlisle Lane	14946 Dogwood Drive	9645 and 9605 143RD STREET	14610 Westwood Drive	14438 1st Avenue	0640 147th St	9830 144thPlace	14420 Beacon Avenue	14701 West Avenue	14671 West Avenue	15045 West Avenue	0740 144th Bloop	14808 Park Lane	14701 Westwood Drive	11011 Deer Haven Lane	13830 Creek Crossing Drive	11700 Long Run Dr	14045 Fermoy Avenue	110th Avenue & 135th Street	110th and 139th Street	14122 LaGrange Road	14195 Jefferson Avenue	14190 Jefferson Avenue	9705 W. 142nd Street	9852 143rd Street	9960 143RD Street	Tallorass Trail & Pine Street	13830 92nd Avenue	9324 139th Street	8901 Pine Street	13550 86th Ave.	8610 141st St	14241 82nd Avenue	LOCATION	
									-	<						Υ				T					4																		Ī							DOUBLE	
0.50	0.28	3,30	2.38	1.56	1.35	6.15	3.75	217	18.90	0.70	16.90	7.07	5.57	1.84	1.57	13.00	0.25	0.60	0.19	0.35	0.50	0.38	0.50	0.66	18.90	3.37	0.50	0.30	13.57	1.30	1.57	0.50	3.00	1.37	1.10	0.50	0.50	1.25	1.00	1.00	3.77	2.16	2.36	131	5.73	4.48	0.25	18.70	1.63	QUANTITY (Mowable area in acres)	
\$ 13.38		\$ 88.28		\$ 41.73					\$ 345.88		\$ 452.08				\$ 42.00	\$ 347.75					\$ 1338							8.03						\$ 36.65		\$ 13.38	\$ 13.38							\$ 350.00				(n	\$ 43.60	WEEKLY COST per	
\$ 13.38	69	\$ 88.28	es	49	69	_	s	9 6	n 4	9 4	_	69	69	69	S	S	69	69	69	69 6	n 6	n 4	69	69	69	ક	69 6	9 64	9 69	69	G	69	÷ 4	69	49	_	9	9 69	69	69	69	59 (	69 6	9 6	9 69	\$ 119.84		, n	\$ 43.60	WEEKLY COST per	
69	49	69	es	49	49	65	59	9	A 4		69	59	69	69	69	\$	4	5	69	69 6	A 6	9	69	49	4	69	69 6	9 6	6	49	69	69	w e	6	S	S	9	•	69	69	S	69	69 6	9	9 69	69	8	\$ 5		WEEKLY COST per	
13.78 \$	_				37.20 \$	$\neg$	$\neg$		S5 65 6		465.65		1		43.26 \$			$\neg$	5.24 \$	$\neg$	_	71 80 4	_	-				8.27					87 66 \$			13.78 \$	13.78			27.55 \$			_	36.00	_	123.44 \$	$\vdash$		_	US ST	
13.78					37.20				350.20		465.65				43.26					9.64														2000	520	13.78				27.55	27				C 100	123.44		515.24		WEEKLY COST per	QP.
8 \$ 14.05	65	49	49	49	$\neg$	4	69 (		A 4			49	1	49		S	69	69	69		A 6	9	69	69	*	69	69 6	0.43	69	49	69	69	99 64	9	8		A U	4 \$ 35.13	69	S	S	$\neg$	<b>59</b> 6	9 \$ 36.81	•	49	S		5	WEEKLY COST per	OPTIONAL



# Turf Mowing and Maintenance Services

Provide a "Weekly Cost per Mow" below for each site and corresponding year. Also provide a cost for Site Additions per acre as well as a cost for Nuisance Mowing per acre.

The contract for this work will not be split between multiple contractors. The contract will be awarded to one (1) contractor.

B02-02	B09.04	R01-02	R01-01	025.01	D34 03	P34-01	P32-03	P20-01	730-01	NOE 01	702-10	AN-7C'N	K32-00	K32-07	K32-06	K32-05	K32-03	K32-02	K32-01	K31-04	K31-03	K31-02	K31-01	K30-02	K30-01	K29-05	K29-04	K29-03	K29-02	K29-01	K23-02	K23-01	K21-03	K21-02	K21-01	K20-01	K19-02	K19-01	K18-01	K17-05	K17-04	K17-03	K17-02	K17-01	K16-09	K16-08	K18-07	K18-05	K16-04	K16-03	SITE ID	
WEDGEWOOD HET STATION	TOWER #7	80th AVENUE COMED ROW	80th AVENUE ROW	DARKVIEW ESTATES POND	BUTTERFIELD POND	MILL CREEK FOND	BRITTANY SOUTH FOND	WOODDAND SHORES FOND	TARRY EN LA LEU TARR	PARKVIEW ESTATES BARK	FOUNTAIN VIII AGE BARK	COLINTAIN HILL BARK	WALGREEN'S 1/9 H ST	BUNKALLY PAKK	CAPISTRANO (SWALLOW RIDGE) PARK	EAGLE RIDGE III PARK	EAGLE RIDGE II PARK	MISSION HILLS PARK	EAGLE RIDGE PARK	MARLEY CREEK PARK	BRECKENRIDGE PARK	179TH ST METRA STATION	ORLAND WOODS PARK	GRASSLANDS PARK	DISCOVERY PARK	VIEW OF TALL CRASS BARK	DEER POINT ESTATES PARK	EMERALD ESTATES PARK	MALLARD LANDINGS PARK	LAUREL HILLS PARK	CRYSTAL WOODS PARK	WLODARSKI PARK	CEORCETOWN BARK	SARATOGA PARK	1 1	CENTURY SCHOOL BALL FIELDS	SPORTSPLEX	AVENEL PARK	ABBOD LAKE BARK	CENTENNIAL WEST PARK	COLLETTE HIGHLANDS PARK	WEST 153RD METRA LOT	153RD ST METRA STATION	EQUESTRIAN PARK	POLICE STATION	ORLAND PARK HEALTH & FITNESS CENTER	CENTENNIAL POOL (CPAC)	PAVINIA AVE BIKE PATH	TREETOR PARK	CENTENNIAL PARK	NAME	
14200 Signity Dilve	13800 Cherry Drive	13901 80th Avenue	143rd St. to Binford Dr	8701 Butterfield In	8925 Butterfield In	8050 Patty In	13300 Britany UT	12010 Indian Irali Dr	19510 Indian Trail Dr	8715 Buttorfold Land	17064 Countain Circle	108th & Buckingham Drive	1/9th St and Wolf Rd	14045 Fermoy Avenue	10523 Stone Hill Drive	10630 Rachel Lane	11190 Bernard Drive	17530 San Bernardino Dr.	10755 Eagle Ridge Drive	18201 Marley Creek Boulevard	11700 Imperial Ln	17901 Southwest Hwy	11605 Kiley Lane	17050 Steeplechase Pkwy	11501 Brookhill Drive	10931 Warwick Lane	17300 Deerpoint Drive	10550 Emerald Avenue	17169 Deer Run Drive	11001 Laurel Hills Drive	16098 Laurel Drive	16651 Robinhood Drive	9610 Toord Street	9704 Hillcrest Circle	104th Ave from 163rd to 167th	10801 159th Street	11351 W. 159th Street	16408 Avenel I ane	15301 Will Cook Boad	Jillian Road and Park Station Boulevard	15701 Park Station Boulevard	108th & 153rd St	10401 153rd Street	15657 Shire Drive	15100 Ravinia Avenue	15430 West Avenue	15600 West Avenue	15450 Pavinia Avenue	15400 So. Treetop Unive	15602 West Avenue	LOCATION	
													T		l		4						1													1											<			~	CUT	
0.10	0.51	0.10	2.60	1 10	0.25	0.25	0.75	1.00	0.76	0.50	0.50	3.60	1.24	1.3/	0.50	3.56	12.00	3.70	13.20	10.50	1.20	2.51	0.75	3.00	18 50	1.97	4.70	2.25	3.10	1.00	1.20	1.66	0.42	2.00	2.00	4.00	4.00	0.40	2.00	12.00	2.00	4.72	2.86	1.04	2.64	3.25	4 35	0.27	0.70	67.50	QUANTITY (Mowable area in acres)	
	1364		\$ 69.55	31 83		6 660	20.00			* 30.33		\$ 420.00			\$ 13.38			\$ 98.98					\$ 20.06		\$ 494 88	\$ 52.70						\$ 44.41				\$ 107.00		\$ 10.70	53.50									\$ 10.53		1,8	COST per MOW (2022)	WEEKLY
9	^	69	_	0	9 6	n 4	_	9 6	9 6	9	9 6	9 6	9 64	9 60	69	69	69	69	S	69	S	69	59 6	69 6		64	6	69	8	69	69	6	9 4	69	8	-	59 6	9 6		69	$\overline{}$	es.	69		49	\$	*	A 4	69	60	COST per MOW (2023)	WEEKLY
9 6	2	69	_	A 6	A 6	6 80		9 4	9 6	9	9 6		9 4	9 64	\$ 13.78	69	8	49	8	69	49	69	69	69	A 4	6/1	69	69	49	69	69	69 6	9 4	69	49	\$ 110.21	69 6	9 6	_	69	69	es.		49	es	-	9 6	n 4	$\overline{}$	\$ 1,8	COST per MOW (2024)	WEEKLY
\$ 276	200		\$ 71.64			8 680		9 6	9 6	0	9 6	\$ 400.08	9 64			69	69	69	s	s	4		69	69		•	69	49	49	4	8	69 6	9	69	69		69 6	\$ 1100	55.11		\$ 55.11		\$ 78.80						\$ 19.29	1,8	COST per MOW (2025)	WEEKLY
A 6	A 6	69	_	A 6	9	0 \$ 703	9 4		9 6	_	9 6	0 4 440.78	9 64	9 64	8 \$ 14.05	S	69	8	S	1 \$ 295.05	\$	6 \$ 70.53	5	59 6	9	9 69	9 69	s	S	S	69	69 6	9 64	69	S	1 \$ 112.40	69 6	•	56.20	69	69	4	8	49	4	49	A 6		9 \$ 19.67	\$ 1,8	<b>3</b> .	WEEKLY



# Turf Mowing and Maintenance Services

Provide a "Weekly Cost per Mow" below for each site and corresponding year. Also provide a cost for Site Additions per acre as well as a cost for Nuisance Mowing per acre.

The contract for this work will not be split between multiple contractors. The contract will be awarded to one (1) contractor.

R31-02 MARLEY PIPELINE ROW	R30-10 HEATHROW CIRCLE	-	-	R23-02 TINLEY CREEK 88TH AVE LOT		R22-01 163rd STREET ROW	600			1000	1000	R18-03 ARBOR LAKE ROW	200	-	200	R17-04 JILLIAN ROAD ROW	-	R17-01 TOWER #8	200	B18-02 153rd STREET BOW		- 8	DAR DO MAIN DI IMP STATION		DATA OF AVENUE BOW			R14-01 TINLEY CREEK WHEELER LOT	100	100	(8)	100	R13-01 151st STREET ROW		R11-02 88th AVE. SILVER LAKE ROW	1 1	$\vdash$	100	1	B1001 ILINAR FENCE BOW					R06-02 139TH STREET ROW	R06-01 PINEWOOD NORTH LIFT STATION	110th AVENUE PROPERTY		100	100	- 4	R02-03 86TH AVENUE MEDIAN	SITE ID NAME	
Clear Creek Crossing	16912 Steeplechase Pkway	167th St to 171st St	16121 Laurel Drive	16461 88th Avenue	16500 Sussex Drive	88th Ave. to Dead End	159th St to 167th St	Ravinia Ave to Petey's	16401 108th Avnue	159th Street (Will Cook to Ravinia)	159th St to SWHwy	OAK HILL DR & WILL/COOK RD	157th St to 157th PI	15200 Wolf Road	108th Ave to just west of 109th Ave	108th Ave to Park Station Blvd	153rd Street and 108th Avenue	15501 Park Station Blvd	North of 150th St Intersection	PRYING to Pales Primary	1/3DD & LaCrange to 150TH & LaCrange	15655 Pavinia Ava	13800 Sell Avellue	15181 St. 10 10811 St.	151st St to 150th St	8610 Lexington Ct.	15526 Plum Tree Dr	8535 Wheeler Dr	157TH ST & HARLEM	151st Street to 159th Street	15590 Harlem Avenue	7200 Wheeler Drive	Harlem to West Ave	7728 143RU ST	Goffview Dr. to 147th St.	14605 So. 88th Avenue	142nd St to 94th Avenue	Lagrange Rd to Harlem Ave	94th Ave - J.H.D to Fairway Dr	Granklin Ct to Odand Ct	144th St & First Avenue	147 to 151, 149th med	11102 Royal Oaks Lane	Will-Cook Rd to 11807 Bramlett Ct	Wolf Rd. to Stockton Dr.	13617 McCabe Drive	10958 139th St	131st Street to 143rd	135th Street and Circle Drive	139th & 91st Avenue	9218 William Court	13500 86TH AVE.	LOCATION	
										1																																											CUT QUANTITY	
1.81	0.12	2.14	0.03	0.10	0.20	0.26	2.44	0.78	2.56	19.92	11.50	0.57	0.17	0.20	0.37	1.05	110	0.02	0.00	2.37	3 27	6.70	0.20	0.00	0.02	0.02	0.15	0.30	0.02	3.22	0.93	1.00	5.60	0.18	0.15	0.10	0.75	580	30	0.20	0.37	4.65	0.16	0.45	0.30	0.20	0.61	1.92	0.07	0.14	0.30	0.06	NTITY (Mowable area in acres)	
	\$ 3.21		\$ 0.80			\$ 6.96				\$ 532.86	\$ 307.63		\$ 4.55			\$ 28.09			20.21		e 62.40			9 10.00							\$ 24.88		\$ 149.80				\$ 20.06	\$ 155.15		5.35		\$ 124.39			\$ 8.03		\$ 16.32			\$ 3.75	200	\$ 1.61	COST per	
\$ 48.42	\$ 3.21	69	\$ 0.80	\$ 2.68	\$ 5.35	\$ 6.96	69	69	S	\$ 532.86	\$ 307.63	\$ 15.25	\$ 4.55	\$ 5.35	\$ 9.90	\$ 28.09	\$ 29.43	\$ 11.77	0.5.4	03.40	\$ 178.23	\$ 170.90	80.00	6.00	0.04	\$ 0.54	\$ 4.01	\$ 8.03	\$ 0.54	\$ 86.14	\$ 24.88	\$ 26.75	\$ 149.80	\$ 4.82	\$ 4.01	\$ 2.68	\$ 20.06	9 155 15	\$ 3478	5.35	\$ 9.90	\$ 124.39	\$ 4.28	\$ 12.04	\$ 8.03	\$ 5.35	\$ 16.32	\$ 51.36	\$ 1.87	5	\$ 8.03	\$ 1.61	COST per	
\$ 49.87	\$ 3.31	\$ 58.96				\$ 7.16	\$ 67.23		\$ 70.54	\$ 548.86	\$ 316.86					\$ 28.93	1	12 12	9 20.07		6 65 20			10.00	l	l	\$ 4.13		\$ 0.55		\$ 25.62		\$ 154.30			\$ 2.76	\$ 20.66	159.81			١				\$ 8.27		\$ 16.81			\$ 3.86		S 1.65	COST per	
\$ 49.87	\$ 3.31	· n			1000				\$ 70.54		\$ 316.86		S	S	S	59	9	1010	9 6	9 4	9 6	9 6		10.00		\$ 0.55				\$ 88.72			\$ 154.30				\$ 20.66	9 159.81					\$ 4.41		\$ 8.27		\$ 16.81			\$ 3.86		S 1.65	COST per	OPT
\$	65	69	69	69	59		49	\$	69	S	S	49	S	S	es	$\neg$	9	A 6	9 6	9 6	9 6	9	9 6	_	9 6	69	59	59	S	$\neg$	50	50 6	n 4	69	_	\$	\$	162 08	9 6	_	65	5	S	S	\$ 8.43	S		S	5	S	S	S 169	COST per	OPTIONAL



Turf Mowing and Maintenance Services

Provide a "Weekly Cost per Mow" below for each site and corresponding year. Also provide a cost for Site Additions per acre as well as a cost for Nuisance Mowing per acre.

The contract for this work will not be split between multiple contractors. The contract will be awarded to one (1) contractor.

								OPTIONA	NAL
SITE ID	NAME	LOCATION	DOUBLE	QUANTITY (Mowable area in acres)	WEEKLY COST per MOW (2022)	WEEKLY COST per MOW (2023)	WEEKLY COST per MOW (2024)	WEEKLY COST per MOW (2025)	WEEKL) COST pe
R31-03	183rd ST - MARLEY CREEK ROW	Marley Crk Blyd to Imperial Lane		2.40	\$ 64.20	\$ 64.20	\$ 66.13	\$ 66.13	\$ 67.4
R31-04	MARLEY CREEK BLVD ROW	179th St. to Twin Lakes Dr.		0.75	\$ 20.06	\$ 20.06	\$ 20.66	\$ 20.66	\$ 21.0
R31-05	179th STREET ROW	11635 179TH Street		0.31	\$ 8.29	\$ 8.29	\$ 8.54	\$ 8.54	<b>⇔</b>
R32-01	TOWER #1	17801 Wolf Road		0.34	\$ 9.10	9.10	\$ 9.37	\$ 9.37	\$ 9.55
R32-02	ORLAND PARKWAY ROW	LaGrange Rd. to Wolf Road		1.90	\$ 50.83	\$ 50.83	\$ 52.35	\$ 52.35	\$ 53.39
R32-03	R32-03 ORLAND PARKWAY MEDIAN	LaGrange Rd. to Wolf Road		1.40	\$ 37.45	\$ 37.45	\$ 38.57	\$ 38.57	\$ 39.34

#### INSURANCE REQUIREMENTS

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

#### WORKERS' COMPENSATION & EMPLOYER LIABILITY

Full Statutory Limits - Employers Liability \$500,000 – Each Accident \$500,000 – Each Employee \$500,000 – Policy Limit Waiver of Subrogation in favor of the Village of Orland Park

#### **AUTOMOBILE LIABILITY** (ISO Form CA 0001)

\$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage

#### GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)

\$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage
\$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate

<u>Additional Insured Endorsements:</u> ISO CG 20 10 or CG 20 26 and CG 20 01 Primary & Non-Contributory Waiver of Subrogation in favor of the Village of Orland Park

Please provide the following coverage, if box is checked: \$1,000,000 Limit - Claims Made Form, Indicate Retroactive Date Deductible not-to-exceed \$50,000 without prior written approval UMBRELLA LIABILITY (Follow Form Policy) \$2,000,000 - Each Occurrence \$2,000,000 - Aggregate EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability UMBRELLA/EXCESS PROFESSIONAL LIABILITY \$1,000,000 Limit - Claims Made Form, Indicate Retroactive Date Deductible not-to-exceed \$50,000 without prior written approval **BUILDERS RISK** Completed Property Full Replacement Cost Limits -Structures under construction ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY \$1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a pollution incident at, on or mitigating beyond the job site CYBER LIABILITY
\$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The required Additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the

Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, Nicole Merced, Management Analyst, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED ON 12/16/2021	
Connie Livere	
Signature	
CONNIE RIVERA	
Printed Name	Authorized to execute agreements for:
MANUAGING MEMBER	CITYESCAPE GARDEN & DESIGN, LLC
Title	Name of Company

Note: Sample Certificate of Insurance and Additional Insured Endorsements attached.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/13/2021

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

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

ti	nis certificate does not confer rights	to the							nenkokonikoki D	
PRO	DUCER		847	7-393-7922	CONTA NAME:	СТ				
333	dane Insurance Agency Highway 83 Suite 200 ndelein, IL 60060				PHONE (A/C, No	o, Extj.	93-7922	1	AX A/C, No): 84	7-393-7798
Mu	ndelein, ÍL 60060 n Brandi				E-MAIL ADDRE	SS:				
JOII	n Brandi				-02586-676	INS	URER(S) AFFOR	DING COVERAGE		NAIC#
					INSURE	RA: Cincinn	nati Insuran	ce Company		10677
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City	RED Escape Garden & Design LLC D Properties LLC				INSURE					
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T IN C	HIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RETIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	S OF I	INSUI REME AIN,	RANCE LISTED BELOW HA NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN	Y CONTRACT THE POLICIE	OR OTHER I	DOCUMENT WITH D HEREIN IS SUB.	RESPECT	TO WHICH THIS
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								PROPERTY DAMAGE (Per accident)	accident) \$	
	X HIRED AUTOS ONLY X NON-OWNED							(Per accident)		
Α	V	+							\$	5,000,000
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^	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EWC0573128		04/01/2021	04/01/2022			1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?  (Mandatory in NH)	N/A				04/01/2021	04/01/2022	E.L. EACH ACCIDENT		1,000,000
	If yes, describe under							E.L. DISEASE - EA EM		1,000,000
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	Orland Park, IL 60462				AUTHO	RIZED REPRESE	NTATIVE			

ACORD 25 (2016/03)

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NOTEPAD:

HOLDER CODE

**VILORLA** 

INSURED'S NAME City Escape Garden & Design LLC

CITY-C1 OP ID: JK PAGE 2

Date 12/13/2021

The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, agents, representatives and assigns is additional insured in regard to general liability on a primary noncontributory basis as required by written contract. General liability and workers compensation wavies subrogation in favor of additional insureds as required by written contract.

Umbrella follows form

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

#### PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO 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		
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.

#### 1. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is replaced by the following:

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

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

#### **BLANKET WAIVER OF SUBROGATION - AUTO**

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO 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		212

(Authorized Representative)

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

#### 1. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. 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 because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

#### THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

# CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION - ILLINOIS

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Additional Insured Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You
  - Section II Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:
    - a. "Bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:
      - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
      - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and
    - b. "Bodily injury" or "property damage" caused, in whole or in part, by "your work" performed under that written contract or written agreement and in-

- cluded in the "products-completed operations hazard", but only if:
- (1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and
- (2) The written contract or written agreement requires you to provide additional insured coverage included within the "productscompleted operations hazard" for that person or organization.
- If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.
- If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number CG 20 10, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph b. does not apply to that person or organization.
- If the written contract or written agreement described in Paragraph 1. above specifically requires you to provide additional insured coverage to that person or organization:
  - Arising out of your ongoing operations or arising out of "your work"; or

By way of an edition of an ISO additional insured endorsement that includes arising out of your ongoing operations or arising out of "your work";

then the phrase caused, in whole or in part, by in Paragraph A.1.a. and/or Paragraph A.1.b. above, whichever applies, is replaced by the phrase arising out of.

 With respect to the insurance afforded to the additional insureds described in Paragraph A.1., the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- **b.** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- 4. This Paragraph A. does not apply to additional insureds described in Paragraph B.
- B. Additional Insured State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations
  - 1. Section II Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a contract, agreement, permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision issued, in writing, a contract, agreement, permit or authorization.

With respect to the insurance afforded to the additional insureds described in Paragraph B.1., the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- Bodily injury" or "property damage" included within the "productscompleted operations hazard."
- C. The insurance afforded to additional insureds described in Paragraphs A. and B.:
  - Only applies to the extent permitted by law; and
  - 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:
  - Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part; and
  - Does not apply to the City of Chicago, its officers, employees and agents with respect to liability caused by or arising from:
    - The building or disassembly of scaffolding by or for you; or
    - The use of such scaffolding.
- With respect to the insurance afforded to the additional insureds described in Paragraphs
   A. and B., 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:

- Required by the written contract, written agreement, written permit or written authorization described in Paragraphs A. and B.; or
- 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.

E. Section IV - Commercial General Liability Conditions is amended to add 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
- Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs A. and B.
- F. Except when G. below applies, the following is added to Section IV - Commercial General Liability Conditions, 5. Other Insurance, and supersedes any provision to the contrary:

#### When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs A. and B. except:

- As otherwise provided in Section IV -Commercial General Liability Conditions, 5. Other Insurance, b. Excess Insurance; or
- For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, this insurance is also excess.
- G. The following is added to Section IV Commercial General Liability Conditions, 5. Other Insurance, and supersedes any provision to the contrary:

# Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs A. and B. provided that:

 The additional insured is a Named Insured under such other insurance; and  You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph A. or B. that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

#### Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs A. and B. provided that:

- The additional insured is a Named Insured under such other insurance; and
- You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph A. or B. that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

H. 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 additional insured under this endorsement against whom you have agreed to waive such right of recovery in a written contract, written agreement, written permit or written authorization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, written agreement, written permit or written authorization. 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.

## 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

Δ	Enc	dorsement - Table of Contents:	
			Begins on Page:
	1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16.	Employee Benefit Liability Coverage Unintentional Failure To Disclose Hazards Damage To Premises Rented To You Supplementary Payments Medical Payments 180 Day Coverage For Newly Formed Or Acquired Organizations Waiver Of Subrogation Automatic Additional Insured - Specified Relationships:  • Managers Or Lessors Of Premises; • Lessor Of Leased Equipment; • Vendors; • State Or Governmental Agency Or Subdivision Or Political Subdivision - Or Authorizations Relating To Premises; and • Mortgagee, Assignee Or Receiver Property Damage To Borrowed Equipment Employees As Insureds - Specified Health Care Services And Good Samarits Services Broadened Notice Of Occurrence Nonowned Aircraft Bodily Injury Redefined Expected Or Intended Injury Redefined Former Employees As Insureds Voluntary Property Damage Coverage And Care, Custody Or Control Liabili Coverage Broadened Contractual Liability - Work Within 50' Of Railroad Property Alienated Premises	9
В.	0.000000	mits Of Insurance:	
	The	e Commercial General Liability Limits of Insurance apply to the insurance provided ent, except as provided below:	d by this endorse-
	1.	Employee Benefit Liability Coverage	
		Each Employee Limit: \$1,000,000 Aggregate Limit: \$3,000,000 Deductible Amount: \$ 1,000	<b>⊛</b>
	3.	Damage To Premises Rented To You	
		The lesser of:	
		a. The Each Occurrence Limit shown in the Declarations; or	
		h \$500,000 unless otherwise stated \$	

4. Supplementary Payments a. Bail Bonds:

\$2,500

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	TOTA	L ANNUAL PREMIUM	\$

#### 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 daim or "suit" that may result. But:
    - The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
    - 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
  - Occurs during the policy period; or
  - Occurred prior to the "first effective date" of

this endorsement provided:

 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":

- 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
- 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.

#### (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 daim based upon:

- Failure of any investment to perform;
- 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-

- 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 organi-

- zation. 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:

- The Limits of Insurance shown in Section B. Limits Of Insurance,
   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 daims 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

(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:
  - Our right and duty to defend the insured against any "suits" seeking those damages; and
  - 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:
  - 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:
      - 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 daim is made or "suit" is brought against any insured, you must:
      - 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-

- 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:
    - n. 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";
    - Handling records in connection with the "employee benefit programs"; or
    - d. Effecting, continuing or terminating any "employee's" participation in

any benefit included in the "employee benefit program".

However, "administration" does not include:

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

- 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.
- "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:
  - "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:
    - 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
    - An appeal of a civil proceeding.

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
  - 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;

- 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;
- Mechanical breakdown, including rupture or bursting caused by centrifugal force;
- Settling, cracking, shrinking or expansion;
- 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:
    - Foundations, walls, floors or paved surfaces;

- 2) Basements, whether paved or not; or
- 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:
  - 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;
- In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
- 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

 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:

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

#### Automatic Additional Insured - Specified Relationships

- 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

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

- (i) The insurance afforded the vendor does not apply to:
  - "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;
  - Any express warranty unauthorized by you;
  - 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;
  - 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
- B) "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 business, connection with the distribution or sale of the products.
- (ii) This insurance does not apply to any insured person or organization:
  - From whom you have acquired such products, or any ingredient, part

- or container, entering into, accompanying or containing such products; or
- 2) When liability included within the "productscompleted 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:

 Required by the written contract, written agreement, written permit or written authorization described

- 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 Sec-

#### tion 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.

- With respect to the insurance provided ed 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.

(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.

#### 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:
  - 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:

- 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;
- 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:

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.

#### 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:
  - Damage is caused by you; or
  - 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

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:
  - The "property damage" takes place in the "coverage territory"; and
  - 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 I. 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.

## 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 daim 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 coverage 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 daims 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:

- Paragraph c. is replaced by the following:
  - c. Any easement or license agreement:
- b. Paragraph f.(1) is deleted in its entiretv.

#### 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".

### **REFERENCES**

Provide three (3) references for which your organization has performed similar work.

Bidder's Name:	CHYESCAPE GARDEN & DESIGN, LLC	
-	(Enter Name of Business Organization)	-

1.	ORGANIZATION	CITY OF CHICAGO PEPT, OF AVIATION
	ADDRESS	O'HARE HER PLANT, CHICAGO, IL 60666
	PHONE NUMBER	773 686-7271
	CONTACT PERSON	DOROTHY IZEWSKI
	YEAR OF PROJECT	2012 - CURRENT O'HARE AND MIDWAY ARPORTS
2.	ORGANIZATION	VILLAGE OF OAK PARK
	ADDRESS	201 SOUTH BIND, DAK PARK, IL 60302
	PHONE NUMBER	708 358-5740
	CONTACT PERSON	ROB SPROULE
	YEAR OF PROJECT	2014 - WRRENT
3.	ORGANIZATION	CITY OF CHICAGO DEPT. OF WATER MANAGEMENT
	ADDRESS	1000 E. OHIO ST., CHICAGO, IL 60611
	PHONE NUMBER	312 742-3820
	CONTACT PERSON	MARK O'MALLEY
	YEAR OF PROJECT	2019 - CURRENT

## PROPOSAL SUMMARY SHEET

RFP 21-063

Turf Mowing and Maintenance Services

Business Name: CITY FECAPE GARDEN & DEGIGN LLC
Street Address: 3022 W. LAKE ST.
City, State, Zip: CHICAGO, 1L 60612
Contact Name: CONNIE RIVERA
Title: MANAGING MEMBER
Phone: 773 638-2000 Fax: 773 638-2002
E-Mail address:CONNIE @ CITY ESCAPE. BIZ
<u>Price Proposal</u>
PROPOSAL TOTAL \$22,004.55 Please complete Unit Price Sheet (2022)
<b>AUTHORIZATION &amp; SIGNATURE</b>
Name of Authorized Signee: COUNIE RIVERA
Signature of Authorized Signee: Connect Rivers
Title: MANAGING MEMBER Date: 12/16/2021