

VILLAGE OF LOMBARD CONTRACT

MOWING AND WEED CONTROL CONTRACT DOCUMENT NUMBER PWO-23-17A

This agreement is made this 17th day of November, 2022, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Beary Landscape Management (hereinafter referred to as the "Contractor") and their respective successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as outlined in the Contract Documents:

1. This contract shall embrace and include all the applicable contract documents listed below as if attached hereto or repeated herein:
 - a. Contract document no. PWO-23-17A for Mowing and Weed Control, consisting of the following:
 - I. Cover Sheet
 - II. Table of Contents
 - III. Notice to Bidders
 - IV. General Terms, Conditions, and Instructions
 - V. Specific Terms, Conditions and Instructions
 - VI. Bid Proposal Form
 - VII. Contractors Certification
 - VIII. Performance Reference Form
 - IX. Time and Material or Emergency Work
 - X. Proposed Equipment List
 - b. The Contractor's Bid Proposal Dated 11/4/22
 - c. Required Performance and Payment Bonds and Certificate of Insurance
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the services, which are the subject matter of this contract the total sum of \$71,600 paid per the provisions of the Local Government Prompt Payment Act.
3. The Contractor represents and warrants that it will comply with all applicable Federal, State, and local laws concerning prevailing wage rates and all Federal, State, and local laws concerning equal employment opportunities.
4. The Contractor shall commence work under this Contract after March, 2023. All mowing and weed control shall be completed as set forth in the specifications. Time is of the essence of this Contract and the Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.

1. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and not terminate before final completion and acceptance by the Village.
6. Under the provisions of Section 5 of the Mechanics' Lien Act of Illinois, before making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
7. In executing this Contract, the Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents, and taken and compared field measurements and conditions with those Documents.
8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Keith T. Giagnorio, Village President, and the Contractor have hereunto set their hands this 17th day of November, 2022.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this 1st day of December, 2022.

Individual or Partnership _____ Corporation X

By [Signature] Account Manager
Position/Title

By _____ Position/Title

Bearx Landscape Management
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 17th day of November, 2022.

Attest:

[Signature]
Keith T. Giagnorio
Village President
[Signature]
Elizabeth Brezinski
Village Clerk

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:

Named Insured:

Policy Number:

Policy Period:

Endorsement Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization as shown above, but only concerning liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a Contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2022

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

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

PRODUCER Assurance, a Marsh & McLennan Agency LLC company 20 N Martingale Road Suite 100 Schaumburg IL 60173	CONTACT NAME: Deanne Jokich PHONE (A/C, No, Ext): (847) 463-7332 E-MAIL ADDRESS: Deanne.Jokich@MarshMMA.com FAX (A/C, No): (847) 440-9123
INSURED Beary Landscaping, Inc. 15001 W 159th Street Lockport IL 60491-	INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance INSURER B: Hanover Insurance Co. INSURER C: New Hampshire Ins INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1109377121

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 1,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	CMM008498R	3/1/2022	3/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	CMM008498R	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0	Y	Y	CMM008498R	3/1/2022	3/1/2023	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	14195960	3/1/2022	3/1/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Leased & Rented Equipment Installation Floater			RHC978741111	3/1/2022	3/1/2023	Limit: \$1,000,000 Limit: \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Grass and Weed Mowing Contract 20-17A

It is agreed that the following are added as Additional Insureds, when required by written contract, on the General Liability on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project.

Village of Lombard

CERTIFICATE HOLDER**CANCELLATION**Village of Lombard
255 E. Wilson Ave.
Lombard IL 60148

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

AUTHORIZED REPRESENTATIVE

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