



Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	55083371
Entity Name	HARLEM LAKE MARION CORPORATION
Status	ACTIVE

Entity Information

Entity Type
CORPORATION

Type of Corp
NOT-FOR-PROFIT

Incorporation Date (Domestic)
Friday, 13 May 1988

State
ILLINOIS

Duration Date
Saturday, 13 May 2023

Agent Information

Name

MAX J WILLIAMS
Address 1010 LAKE STREET #114 OAK PARK , IL 60301
Change Date Tuesday, 26 February 2013

Annual Report
Filing Date Friday, 17 June 2022
For Year 2022

Assumed Name
ACTIVE DOWNTOWN OAK PARK

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)



Proposal #983

Date: 11/11/2022

Customer:

Shanon Williams
Downtown Oak Park
1010 Lake Street #114
Oak Park, IL 60301

Property:

Downtown Oak Park
1010 Lake Street #114
Oak Park, IL 60301

Woodlawns Landscape Company, Inc. appreciates the opportunity to submit for your review the following proposal.

2023 Seasonal Color Program

Seasonal Color Amendment

Amend and cultivate select seasonal color beds using premium soil conditioner installed to improve the overall health and condition of the soil. Soil conditioner balances pH, aids in water retention, and supports healthy plant roots. Install planters (pots) with premium potting soil as needed to replace depleted soil levels, replenish nutrients and create the ideal environment for plants to be viewed and thrive.

Areas to include are all planting beds (including sign added in 2022) and all planters (99) 42" urns

Summer Annuals

Install custom designed summer annuals in all annual beds on site (including new sign added in 2022) and (99) 42" urns throughout the downtown district.

Services Billed Upon Completion

Description of Services	Annual Cost
Seasonal Color Amendment	
Seasonal Color Amendment	\$2,930.00
Summer Color Installation	
Summer Annuals	\$33,900.00
Total	\$36,830.00

Terms & Conditions

Woodlawns Landscape Company, Inc provides an initial watering of installed plant material only.

Additional watering's are \$65/hour _____ (initial to accept)

If not initialed, site management is responsible for watering.

If you should have any questions as you review this material, please feel free to contact me.

This price will be guaranteed for thirty days after the date of this proposal.

This Proposal and Conditions of Contract are hereby incorporated into this contract. By signing above you


are acknowledging that you have received the Conditions of Contract and Proposal and have agreed to the terms outlined therein. A copy of the Conditions of Contract can be found here:

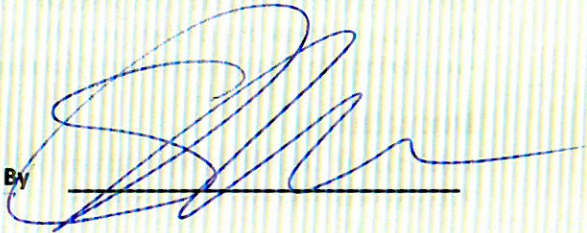
<https://www.marianilandscape.com/LLC/CoC.pdf>

WARRANTY: The Company warrants (i) that all services performed by Company herein will be performed in accordance with standard industry practices, (ii) that Company will maintain insurance coverages at appropriate levels, as reasonably determined by Company, and in accordance with statutory levels, where applicable, and (iii) all trees and deciduous shrubs for a period of one (1) year after installation.

THIS WARRANTY DOES NOT COVER AND EXCLUDES: (i) damage or loss resulting from failure to follow Company's care instructions, insect infestations, neglect, abuse, location transfer, under watering/overwatering, weather, disease, vandalism, animals or other factors outside the control of Client or Company, (ii) unless otherwise agreed to in writing, herbaceous material (including but not limited to, annual and perennial flowers and plants, including roses, rhododendrons, vines, etc.), any woody plant material planted in pots, planter boxes or on rooftops and, for the avoidance of doubt, all evergreens and broadleaf plants. This warranty also does not cover groundcovers, turf or wildflower seed germination.

COMPANY MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE EXPRESSLY PROVIDED FOR HEREIN, AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE AND QUALITY

By 
Melissa Dorsey
Date 11/11/2022
Woodlanwns Landscape Company

By 
Date 12.26.22
Downtown Oak Park



Proposal #2193

Date: 1/4/2023

Customer:

Shanon Williams
Downtown Oak Park
1010 Lake Street #114
Oak Park, IL 60301

Property:

Downtown Oak Park
1010 Lake Street #114
Oak Park, IL 60301

Woodlawns Landscape Company, Inc. appreciates the opportunity to submit for your review the following proposal.

Fall Color Installation-REVISED

Fall Annuals

Install custom designed fall annuals in (96) planters to include. Leave in Summer Cordyline and surrounded with fall mums and large cabbages.

Services Billed Upon Completion

Description of Services	Annual Cost
Fall Color Installation	
Fall Annuals	\$21,650.00
Total	\$21,650.00

Terms & Conditions

Woodlawns Landscape Company, Inc provides an initial watering of installed plant material only.

Additional watering's are \$65/hour _____ (initial to accept)

If not initialed, site management is responsible for watering.

If you should have any questions as you review this material, please feel free to contact me.

This price will be guaranteed for thirty days after the date of this proposal.

This Proposal and Conditions of Contract are hereby incorporated into this contract. By signing above you are acknowledging that you have received the Conditions of Contract and Proposal and have agreed to the terms outlined therein. A copy of the Conditions of Contract can be found here:

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By 

Melissa Dorsey

Date 1/4/2023

Woodlanwns Landscape Company

By _____

Date _____

Downtown Oak Park

CONTRACT ADDENDUM

This Contract Addendum is entered into on the 26 day of December, 2022 by and between Downtown Oak Park (DTOP), a not for profit corporation located at 1010 Lake Street, Oak Park, IL and Woodlawns Landscaping Company, Inc., 1190 S. Butterfield Rd., Mundelein, IL ("Contractor").

SECTION 1 - ADDENDUM

This Addendum is to a Landscape Services Agreement, between the parties dated December 26, 2022.

SECTION 2 - INSURANCE

- A. Contractor, at its sole expense, procure and maintain insurance for protection from claims under the Workers' Compensation Act and claims for bodily injury including personal injury, sickness, disease or death of any and all of its employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom which may arise from the performance of its services under this Agreement in the following specified amounts:

TYPE OF INSURANCE	LIMITS
Workers Compensation	Statutory limits
Comprehensive Automobile Liability Included owned, Non-owned and hired	\$1,000,000.00
General Liability	
Bodily Injury	Aggregate - \$2,000,000.00 Each Occurrence - \$1,000,000.00
Property Damage	Aggregate - \$2,000,000.00 Each Occurrence - \$1,000,000.00

- B. All insurance policies shall be issued by insurance companies licensed to do business in the state of Illinois and have a rating of not less than A - VI, according to the latest edition of the A.M. Best Company Key Rating Guide.
- C. Contractor shall name the Village of Oak Park ("Village"), its officers, employees, agents and volunteers as additional insureds on all insurance policies set forth herein except workers' compensation. Contractor shall be responsible for the payment of any deductibles for those insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, agents, and volunteers.

- D. The insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit its responsibility to indemnify, keep and save harmless, and defend the Village of Oak Park, its officers, employees, agents and volunteers as herein provided.
- E. Contractor shall provide the Village with a proper insurance certificate(s) showing the policy limits and coverage afforded the Village, and upon request, with certified copies of the policies or policy endorsements.

SECTION 3 - INDEMNIFICATION

- A. Contractor shall indemnify, hold harmless and defend the Village of Oak Park, or any of its officers, employees or agents from and against all liability, claims, demands, and causes of action arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from Contractor's error, omissions or negligent acts in its performance of the services, but not from the negligent acts of the Village.
- B. Contractor shall be responsible for any and all damages to property or persons and for any losses or costs to repair or remedy Village property as a result of its errors, omissions and/or negligent acts in the performance of its services.
- C. The indemnities set forth in this section shall not be limited by the insurance coverage required in Section 2 above.

SECTION 4 - INDEPENDENT CONTRACTOR

- A. Contractor is and shall remain for all purposes an independent contractor, and their officers, employees, or agents shall not be deemed employees of the Village of Oak Park.
- B. Contractor shall be solely responsible for any salaries, wages, benefits, fees or other compensation which it may obligate itself to pay to any of its employees or agents retained by the Contractor.

SECTION 5 - SUCCESSORS AND ASSIGNS; NO SUBCONTRACTORS

Contractor shall not subcontract, assign or transfer their interest or any part of the services in this Agreement without the written consent of the Village of Oak Park.

SECTION 6 - STANDARD OF CARE AND COMPLIANCE WITH LAWS

- A. Contractor shall perform all of the provisions of this Agreement to the satisfaction of the Village of Oak Park. The Village shall base its determination of the Contractor's fulfillment of this obligation on accepted professional standards in the industry.
- B. Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance of its services pursuant to this Agreement, including but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes

prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement.

SECTION 7 - SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

SECTION 8 - CAPTIONS AND SECTION HEADINGS

Captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

SECTION 9 - NON-WAIVER OF RIGHTS

No failure of any Party to exercise any power given to it hereunder or to insist upon strict compliance by any other Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of that Party's right to demand exact compliance with the terms hereof.

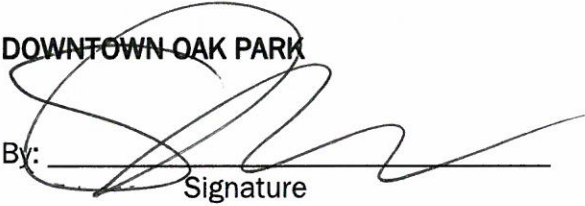
SECTION 10 - BINDING AUTHORITY


The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this Agreement.

SECTION 11 - EQUAL OPPORTUNITY EMPLOYER

Contractor shall be and remain an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A are incorporated herein if applicable.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this agreement and intend to be bound by its terms as of the date first written above.

DOWNTOWN OAK PARK
By: 
Signature
SHANNON WILLIAMS
Printed Name
Executive Director
Title
1.4.23
Date

WOODLAWNS LANDSCAPE COMPANY, INC.
By: 
Signature
Charles Noll
Printed Name
President
Title
1.4.2023
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/11/2022

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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Mariani Enterprises, LLC dba Woodlawn Landscape Company 1190 S Butterfield Road Mundelein IL 60060 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Zurich American Ins Co	
	INSURER B: Travelers Property Cas Co of America	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 570092630957**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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO202815003	04/01/2022	04/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP2028151-03	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			CUP2T53473722NF	04/01/2022	04/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	<input checked="" type="checkbox"/> 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	N / A	WC202814902	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

Proof of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Mariani Enterprises, LLC dba Woodlawn Landscape Company 1190 S. Butterfield Rd. Mundelein IL 60060 USA	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 <i>Aon Risk Services Central, Inc.</i>



**Downtown Oak Park
1010 Lake Street
Oak Park, IL 60301**

**December 15, 2022
Landscape Maintenance**

This agreement by and between DOWNTOWN OAK PARK (DTOP) and McADAM LANDSCAPING, Inc., 2001 Des Plaines Ave, Forest Park, IL for the following listed landscape services to be performed on Lake Street (Harlem to Forest), Marion Street (Ontario to North Blvd.), North Blvd. (North side of street, Harlem to Forest), Westgate, Maple between Lake and North Blvd., the perimeter of the parking garage located north of Lake Street between Marion and Harlem including garage planters on Harlem, Ontario (Marion Street to Holley Court Terrace), and between the public sidewalk and the buildings on the south side of Holley Court Terrace and the west side of the building, is entered into subject to the following:

SCOPE OF WORK

This proposal provides for the maintenance and care of all exterior landscaped areas, but specifically excludes paved areas, lights, fences and native trees unless authorized. This landscape maintenance program is designed to promote healthy growth and is defined in the following. It should be understood that unforeseen and unpredictable occurrences such as storm damage and insect and disease problems do occur and they must be responded to. It is because of their unpredictable nature that we have omitted them from this proposal and would respond upon written authorization on a separate basis. This program does not include turf care.

PERIOD OF COVERAGE

This proposal shall provide for landscape maintenance services for the 2023 & 2024 seasons. Service begins approximately January 1, 2023.

SERVICES TO BE PERFORMED:

1. **WATERING** - All plant material will be watered sufficiently to maintain moist soil condition. The summer annual flowers in the round planters on Lake Street, Marion Street, North Blvd., and Westgate will be watered a minimum of once per week and as many as three times per week throughout the season depending on the conditions. The watering of plant material on Westgate and south Marion is also included. The automatic irrigation system on South Marion will be monitored and the frequency will be adjusted as conditions dictate.
2. **SEASONAL FLOWERS** - The annual flowers will be fertilized six(6) times throughout the season.
3. **SIDEWALK SWEEPING** - All sidewalks will be swept daily as needed Monday through Friday, April through November, picking up any litter such as papers, cans, bottles including litter found in planters. All debris and litter pick up will be done three times per week during the weekdays, December through March.
4. **SIDEWALK WASHING** - Sidewalks will be washed down with water once per week in front of the ice cream shop, the movie theater and around the benches throughout the summer months. Debris will be cleaned off walks.
5. **SNOW**- Cross walks will be shoveled and kept open after initial snow operations have been completed. This includes up to 12 occurrences throughout the winter season.

PLANTER BED MAINTENANCE

These areas contain no turf, but require weekly maintenance. Maintenance of these areas will be comprised of the following procedures:

Spring Clean Up

Remove all accumulated litter, winter debris, and leaves from planter beds, sidewalks, curb, and parking lot areas. Cut are herbaceous decorative grasses to approximately 2" above grade. Mulch all planting beds. New mulch areas must be four inches (4") deep, existing mulch areas must be refreshed with two inches (2"). Mulch must be premium double processed hardwood bark mulch natural in color. Hardwood bark mulch shall be clean, finely shredded mixed-hardwood bark, not to exceed two (2) inches in its largest dimension and free of foreign matter, sticks, stones and clods. All hardwood bark mulch shall be processed through a hammermill. Tree pits without tree grates should be mulched to grade. Inventory all damaged, diseased, or dead plants and submit list to the Forestry Superintendent.

Weed and Litter Control

Areas to be de-littered, weeded, and inspected weekly. All shrub and planting beds, flowerbeds, groundcover areas, tree rings, mulched and/or stone areas, planters and brick paver areas shall be kept weed free. All weed control treatment applications must be in conformance with the Village's Integrated Pest Management Plan. Apply **organic** non-selective weed control in parking, sidewalk, paved and paver areas as needed to keep these areas weed free with HOMEPLATE (EPA Reg. No. 67702-54-70051) or approved equivalent. Forestry Superintendent shall be notified prior to application of any control measures for material approval and scheduling. All applications to be made by licensed personnel. Cultivate planting beds as required to control weeds and define edges. Inspect plants for damage and correct as necessary.

Fertilization

Fertilize shrubs three (3) times per year at appropriate intervals with approved, balanced, complete analysis slow release fertilizer including micronutrients

Shrub Pruning

Prune or shear all deciduous shrubs two times per year during the growing season, evergreen shrubs once per year, cutting current year's growth unless otherwise directed. Prune and maintain ornamental ivy and/or groundcover as needed.

Fall Clean-up

Remove all leaves and fall debris from bed, parking areas and borders. Removed all spent material on herbaceous perennials to approximately 2" above grade except for decorative grasses.

Insect and Disease Monitoring

Accurately monitor and identify plant disease and insect pests. Notify the Forestry Superintendent of problems discovered and suggest treatment strategies. All applications for insect pest and disease control must have prior approval of Forestry Superintendent concerning timing, material used, and application method.

Tree Pit Weeding

The Village has trees located in pits with and without cast iron grates throughout its business districts. Pits are typically 5'x5' with double ground wood chips or gravel mulch. During the growing season, tree pit weeding is required to maintain a clean look within the business district. Weeding would involve the manual removal of all herbaceous material in the tree pit along with as much of its associated root system as possible. Chemical weed control may be used as necessary. All weed control treatment applications must be in conformance with the Village's Integrated Pest Management Plan. Apply **organic** non-selective weed control in parking, sidewalk, paved and paver areas as needed to keep these areas weed free with HOMEPLATE (EPA Reg. No. 67702-54-70051) or approved equivalent. Forestry Superintendent shall be notified prior to application of any control measures for material approval and scheduling. All applications to be made by licensed personnel.

Sidewalk and Curb Weeding

Sidewalk and curb areas to be inspected and weeded weekly. All sidewalk, stone, and paver areas shall be kept weed free. All weed control treatment applications must be in conformance with the Village's Integrated Pest Management Plan. Apply organic non-selective weed control in parking, sidewalk, paved and paver areas as needed to keep these areas weed free with HOMEPLATE (EPA Reg. No. 67702-54-70051) or approved equivalent. Forestry Superintendent shall be notified prior to application of any control measures for material approval and scheduling. All applications to be made by licensed personnel.

GENERAL CONDITIONS:

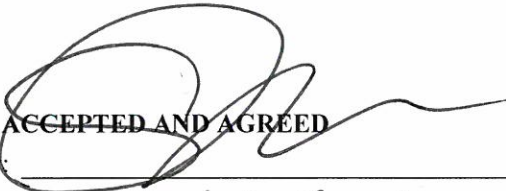
1. All work shall be performed by trained, supervised personnel, in accordance with accepted horticultural practices.
2. Adequate personnel and equipment shall be provided to permit the timely completion of all operations.
3. An inspection of the landscape will be made each month and recommendations will be made if necessary.
4. Certificates of insurance shall be provided upon request prior to the commencement of work.
5. This Agreement shall not be assigned by the contractor without prior written consent of the owner.
6. Monthly invoice amount represents one- of a total twelve annual contract and is not necessarily representative of portion of landscape maintenance services rendered in any particular month.
7. Invoices for services rendered will be issued on a monthly basis. Payment is to be made within thirty (30) days from receipt of the invoice. A service charge of one and one half percent (1.5%) per month will be added to all past due balances. This represents an annual rate of eighteen percent (18%).


COMPENSATION

It is agreed and accepted that McAdam Landscaping Inc. is to be compensated per the terms and schedule outlined below. Monthly invoices of one twelve (1/12) the total annual contract does not necessarily represent the portion of landscape services rendered for any particular month. Payment is appreciated within thirty (30) days from receipt of the invoice. A service charge of one and one half percent (1.5%) per month may be added to all past due balances. This is an annual rate of eighteen percent (18%).

TWO-YEAR AGREEMENT

Services for the 2023 and 2024 seasons will be provided for the sum of \$48,192.00 per year for two years, payable in twenty-four (24) equal installments of \$4,016.00, beginning January 1, 2023 and monthly thereafter through December, 2024.


ACCEPTED AND AGREED
By: _____
Title: Executive Director
Email: Sham@donntownoutpark.net
Date: 1.4.23

ACCEPTED AND AGREED
McAdam Landscaping, Inc.
By: 
Title: Vice President
Name: Rob McAdam
Date: 12/15/2022

CONTRACT ADDENDUM

This Contract Addendum is entered into on the 4th day of January, 2023 by and between Downtown Oak Park (DTOP), a not for profit corporation located at 1010 Lake Street, Oak Park, IL and McAdam Landscaping, Inc., 2001 Des Plaines Ave, Forest Park, IL ("Contractor").

SECTION 1 - ADDENDUM

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TYPE OF INSURANCE	LIMITS
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Comprehensive Automobile Liability Included owned, Non-owned and hired	\$1,000,000.00
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- B. All insurance policies shall be issued by insurance companies licensed to do business in the state of Illinois and have a rating of not less than A - VI, according to the latest edition of the A.M. Best Company Key Rating Guide.
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- D. The insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit its responsibility to indemnify, keep and save harmless, and defend the Village of Oak Park, its officers, employees, agents and volunteers as herein provided.
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SECTION 5 - SUCCESSORS AND ASSIGNS; NO SUBCONTRACTORS

Contractor shall not subcontract, assign or transfer their interest or any part of the services in this Agreement without the written consent of the Village of Oak Park.

SECTION 6 - STANDARD OF CARE AND COMPLIANCE WITH LAWS

- A. Contractor shall perform all of the provisions of this Agreement to the satisfaction of the Village of Oak Park. The Village shall base its determination of the Contractor's fulfillment of this obligation on accepted professional standards in the industry.
- B. Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance of its services pursuant to this Agreement, including but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes

prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement.

SECTION 7 - SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

SECTION 8 - CAPTIONS AND SECTION HEADINGS

Captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

SECTION 9 - NON-WAIVER OF RIGHTS

No failure of any Party to exercise any power given to it hereunder or to insist upon strict compliance by any other Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of that Party's right to demand exact compliance with the terms hereof.

SECTION 10 - BINDING AUTHORITY

The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this Agreement.

SECTION 11 - EQUAL OPPORTUNITY EMPLOYER

Contractor shall be and remain an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A are incorporated herein if applicable.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this agreement and intend to be bound by its terms as of the date first written above.

DOWNTOWN OAK PARK

By: _____

Signature

STANON WILLIAMS

Printed Name

Executive Director

Title

1-5-23

Date

MCADAM LANDSCAPE, INC.

By: _____

Signature

ROBERT C. MCADAM, JR.

Printed Name

VICE PRESIDENT

Title

JANUARY 4, 2023

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2022

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 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 The David Agency Insurance, Inc. 385 N. York Road Elmhurst IL 60126	CONTACT NAME:	
	PHONE (A/C, No, Ext): 630-516-9000 FAX (A/C, No): 630-516-0700	
	E-MAIL ADDRESS: receptionist@thedavidagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : EMC Insurance Companies	21415
INSURED McAdam Landscaping, Inc. 2001 S Des Plaines Ave Forest Park IL 60130	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1525014487 **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 CERTIFICATION 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR XCU Coverage Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		3D77574	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			3E77574	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			3J77574	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	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	N/A	3H77574	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime Equipment Floater			3A77574 3C77574	9/1/2022 9/1/2022	9/1/2023 9/1/2023	Employee Dishonesty 50,000 Contractors Equipment 1,362,650

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

AM BEST RATING: A XIV

Additional Insured to the General Liability: Village of Oak Park, its officials, employees and agents.

CERTIFICATE HOLDER

Village of Oak Park 123 Madison St. Oak Park IL 60302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Megan Schuch</i>
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