
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2021-R-018

**A RESOLUTION APPROVING THE SECOND EXTENSION OF THE AWARDED CONTRACT
BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTY WEBBER LANDSCAPES FOR
LANDSCAPE BED MAINTENANCE**

**JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees**

RESOLUTION NO. 2021-R-018

A RESOLUTION APPROVING THE SECOND EXTENSION OF THE AWARDED CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTY WEBBER LANDSCAPES FOR LANDSCAPE BED MAINTENANCE

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered authorizing a Contract with Christy Webber Landscapes, a true and correct copy of such First Extension Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

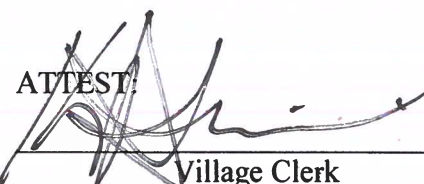
ADOPTED this 16th day of March, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Berg, Brady, Brennan, Galante, Glotz. Mueller

NAYS: None

ABSENT: None

APPROVED this 16th day of March, 2021, by the President of the Village of Tinley Park.

ATTEST:

Village Clerk

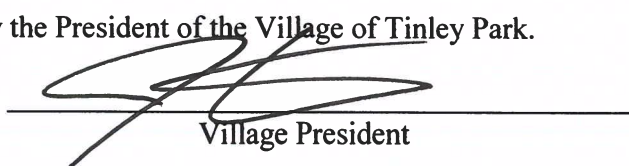

Village President

EXHIBIT 1

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2021-R-018, **“A RESOLUTION APPROVING THE SECOND EXTENSION OF THE AWARDED CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTY WEBBER LANDSCAPES FOR LANDSCAPE BED MAINTENANCE,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 19, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of March, 2021.



KRISTIN A. THIRION, VILLAGE CLERK

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

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

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **one hundred fifty seven thousand three hundred and sixty and 25/100 Dollars (\$157,360.25)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

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

8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

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

Christy Webster Landscapes [Signature]
Name of Contractor (please print) Submitted by (signature)

president
Title

Certificate of Compliance with Illinois Human Rights Act

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

Christy Webster Landscapes [Signature]
Name of Contractor (please print) Submitted by (signature)

president
Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

Christy Webster Landscapes [Signature]
Name of Contractor (please print) Submitted by (signature)

2/24/2021 president
Title

Certificate Regarding Sexual Harassment Policy

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

Christy Webber Landscapes Name of Contractor (please print) [Signature] Submitted by (signature)

President
Title

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

The undersigned hereby certifies that:

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

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

Christy Webber Landscapes Name of Contractor (please print) [Signature] Submitted by (signature)

President
Title

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

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

Christy Webber Landscapes
Name of Contractor (please print)

[Signature]
Submitted by (signature)

President
Title

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

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

Christy Webber Landscapes
Name of Contractor (please print)

[Signature]
Submitted by (signature)

President
Title

Employment of Illinois Workers on Public Works Act

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

Christy Webber Landmesser

Name of Contractor (please print)

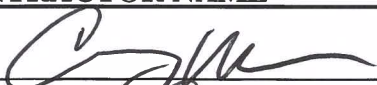
[Signature]

Submitted by (signature)

president

Title

CONTRACTOR NAME

BY: 

2/24/2021
Date

Printed Name: Christy Welben

Title: President

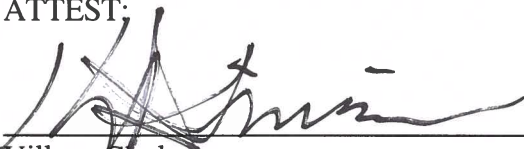
VILLAGE OF TINLEY PARK

BY: 

3/16/2021
Date

Jacob C. Vandenberg, Village President
(required if Contract is \$20,000 or more)

ATTEST:



3/16/2021
Date

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

VILLAGE OF TINLEY PARK

BY: _____
Village Manager

Date

SCOPE OF SERVICES

Attached Scope of work for **Landscape Beds Maintenance** as detailed in:

- Proposal Title Landscape Bed Maintenance dated **April, 2019**

ADDENDUM NO. 1

Landscape Bed Maintenance 2019
Tinley Park, Illinois 60477

February 26, 2019

This addendum forms part of the Contract Documents for the above named project and contains the following:

1) Questions and Answers

- a. Question 1: Completing all mulching between April 1 and May 1st may be difficult. Is that timeframe an absolute requirement?
 - i. Answer 1: No, the Village understands that due to inclement weather or other unforeseen conditions and the high amount of sites, there may need to be some flexibility with this requirement. The intent here is to have spring cleanup and mulching operations begin as early in spring as the weather allows, and to continue until all sites have been completed.
- b. Question 2: Are there workable excel files available for the bid tabs?
 - i. Answer 2: Yes, those have been included in the email distribution of this addendum. The file is also available if you email mitchell.murdock@site-design.com.

2) Clarifications

- a. Clarification 1: A bid security is required. The conditions are as follows:

BID SECURITY

A certified check or bid bond on a solvent bank, payable without condition to the Village of Tinley Park in an amount not less than ten percent (10%) of the base bid shall be submitted with each proposal, as a guarantee that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.

The Bid Security of the successful Respondent shall be returned to them immediately after the execution of the Agreement and upon delivery to the Owner of all requested bonds or certificates.

The Bid Security of all unsuccessful Respondents shall be returned to them, after the Bid opening, as soon as is practicable.

In submitting a Proposal, the Respondent understands and agrees that if their Proposal is accepted, and if Respondent fails to enter into an Agreement with the Owner, Respondent shall forfeit their Bid Security paid to the Owner, not as a penalty, but as liquidated damages due to such failure.

3) Changes to Bid Documents

- a. All of the following changes have been made to the updated version of the documents distributed as part of this addendum.
- b. Change 1: Page 6 of the RFP documents has been updated to include landscape bed edging work.

- c. Change 2: The “monthly rate” references on Page 8 of the RFP documents have been updated to “weekly rate” to reflect what is on the bid tab.
- d. Change 3: Page 9 of the RFP documents had March 4th as the bid opening date. The correct bid opening date is March 5th at 12:00 PM.
- e. Change 4: The bid tabs have been updated to include several page corrections.

END OF ADDENDUM 1



Village of Tinley Park, Illinois
REQUEST FOR PROPOSALS
Landscape Bed Maintenance 2019
RFP# 2019-RFP-07

The Village of Tinley Park (The Village) is seeking proposals from Contractors to coordinate and provide seasonal landscape bed maintenance services. The Contractor shall perform the following general services throughout the growing season, which is April 1st through December 1st.

- **Landscape Bed Maintenance:** Provide maintenance services for trees, shrubs and perennial beds, including weed management, mulching, pruning, seasonal cleanups, disease and insect control, fertilization, vegetation management and other related work in areas listed in the detailed bid breakdown.
- **Regular Work Reporting:** On a weekly basis, provide logs of daily work, including the locations visited, the dates and the types of work completed. On a monthly basis, provide a general summary of the work completed, including planting opportunities, any pest or disease issues or other concerns noted in regular site visits and field inspections.
- **On Demand Services:** When directed by the Street Superintendent or approved representative, provide, install, warranty and maintain all new landscape work as requested. These "on demand" services are intended to serve as a mechanism to provide replacement plant material and repairs on existing landscape sites throughout the Village. Any new installations or landscape work done as part of a new project would not be included in this contract.

The Village is requesting a written proposal from a Contractor to complete this work.

- GENERAL REQUIREMENTS:** Proposers are to submit four (4) packets. Submit **one (1) original plus three (3)** complete copies of the proposals.
- SUBMISSION LOCATION:** The Village Of Tinley Park- Clerk's Office
16250 South Oak Park Avenue
Tinley Park, IL 60477
- SUBMISSION DATE:** **Tuesday, March 5, 2019 by 12:00 p.m.**
Responses received after the time specified will not be opened.
- PRE-SUBMITTAL MEETING:** **Friday, February 22, 2019 at 10:00 a.m.**
Recommended meeting at Public Works Facility:
7980 W. 183rd St
Tinley Park, IL 60477
- CONTACT QUESTIONS:** Submit questions via email to: Mitch Murdock at mitchell.murdock@site-design.com . Questions are required no less than one (1) week prior to the RFP opening date. **Absolutely no informal communication shall occur regarding this RFP, including requests for information or speculation between Proposers or any of their individual members and any Village elected official or employee. All questions will be answered with a copy of the question and answer to each**



proposer that the Village is aware of and may be answered by addendum.

CONTENTS:

The following sections, including this cover sheet, shall be considered integral parts of this solicitation:

- Notice of RFP
- General Terms and Conditions
- Scope of Services
- Submission Requirements
- Requirements and Expectations
- Projected Timeline
- Bid Tab
- Map Books

I. GENERAL TERMS AND CONDITIONS

1. Negotiations:

The Village of Tinley Park reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP. Nothing in this RFP is intended as a contract or as any kind of promise or commitment to enter into an agreement.

2. Confidentiality.

RFP's and the responses thereto, are subject to the Illinois Freedom of Information Act.

3. Reserved Rights:

The Village of Tinley Park Reserves the right at any time and for any reason to cancel this RFP or any portion thereof, to reject any or all RFP's, and to take any other action determined to be in its best interests. The Village reserves the right to waive any immaterial defect in any RFP. The Village may seek clarification from a responder at any time, after the submission date, and failure to respond promptly is cause for rejection.

4. Incurred Costs:

The Village of Tinley Park will not be liable for any costs incurred by responders in replying to this RFP.

5. Award:

Award will be based on the low bid from the highest ranked responsive, responsible responder as determined by the Village of Tinley Park. The award, if any, will be based on the Village's determination as to the best qualified and most cost effective responder.

6. Discussion of RFP:

The Village of Tinley Park may conduct discussions with any responder who submits a response. During the course of such discussions, the Village shall not disclose any information derived from one RFP to any other responder.

7. Time and Effort:

Timely service is of the essence. The contractor shall be able to devote sufficient resources to the Village of Tinley Park.

8. Responsibility & Default:

The responder shall be required to assume responsibility for all items listed in this RFP. The successful responder shall be considered the sole point of contact purposes for this contract.



9. Payments:

Payments shall be made in accordance with the Local Government Prompt Payment Act.

10. Interpretations or Correction of Request for Proposals:

Responders shall promptly notify the Village contact of any ambiguity, inconsistency, or error that they may discover upon examination of the RFP's. Interpretation, correction and changes to the RFP's will be made by written addendum. Interpretation, corrections or changes made in any other manner will not be binding.

11. Addenda:

Addenda are written instruments issued by the Village prior to the date of receipt of responses, which modify or interpret the RFP by addition, deletions, clarifications or corrections. Each respondent shall ascertain prior to submitting a packet that all addenda issued have been received, and by submission of a packet, such act shall be taken to mean that such respondent has received and understands fully the contents of the addenda. Addenda will be placed on the Village website at www.tinleypark.org/RFP.

12. Taxes:

The Village is exempt from paying certain Illinois State Taxes.

13. Non-Discrimination:

Responders shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois administrative Code, Title 44, Part 750 (Appendix A) and the Illinois Drug Free Workplace Act, Title 44, Chapter 10.

14. Insurance: *Please submit certificate with your response.*

A. Worker's Compensation and Employer's Liability with limits not less than:

- a. (1) Worker's Compensation: Statutory;
- b. (2) Employer's Liability;
- c. \$1,000,000 injury-per occurrence
- d. Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented not less than:

- a. Bodily Injury/Property Damage: Combined Single Limit: \$1,000,000 per accident

C. Comprehensive General Liability with coverage written on an "occurrence" as is and with limits no less than:

- a. Each Occurrence: \$ 1,000,000
- b. General Aggregate: \$2,000,000
- c. Products and completed operations: General Aggregate: \$2,000,000

D. Coverage's shall include:

- a. Premises/Operations
- b. Independent Vendors
- c. Personal Injury (with Employment Exclusion deleted)



- d. Broad Form Property Damage Endorsement
- e. Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)

E. Umbrella Policy. The required coverage's may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. This policy should apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount \$5,000,000 in combination. An exception for a lower limit may be granted at the discretion of the Village of Tinley Park. Such an exception could be based upon other criteria such as a review of their safety record, information provided by references, and/or any established prior job performance on behalf of the Village.

Village of Tinley Park shall be named as an Additional Insured on the Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Umbrella/Excess Policies. An endorsement naming the Village an additional insured must be submitted With the Certificate of Insurance. All insurance policies are to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Village.

F. Other Insurance Provisions -

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the general liability, auto and umbrella/excess policies. An endorsement naming the Village an additional insured must be submitted with the Certificate of Insurance
- b. For any claims related to this project, the insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it. Vendor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees.
- c. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.
- d. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.
- e. Waiver of Subrogation: Vendor hereby agrees to waive rights of subrogation which any insurer of Vendor may acquire from Vendor by virtue of the payment of any loss. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of



subrogation in favor of the Entity for all work performed by the Vendor, its employees, agents.

The Contractors must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the Village with evidence of insurance. Insurance in the following types and amounts is necessary:

- **Worker's Compensation Insurance** covering all liability of the Responder arising under the Worker's Compensation Act and Worker's Occupational Disease Act at statutory limits.

- **General Liability:**

General Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000

- **Professional Liability** to include, but not limited to, coverage for Errors and Omissions to respond to claims for loss therefrom.

General Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000

- **Comprehensive Automobile Liability, Bodily Injury, Property Damage:**

General Aggregate Limit	\$1,000,000
Each Occurrence Limit	\$500,000

Responder agrees that with respect to the above required insurance, The Village of Tinley Park shall:

- Be named as additional insured **by endorsement** as their interest may appear;
- Be provided within thirty (30) days a notice, in writing, of cancellation or material change; and
- Be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration of cancellation of any such policies.

15. Change in Status:

The Contractor shall notify The Village of Tinley Park immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) Contractor becomes insolvent; (c) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. The Village of Tinley Park shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

16. Precedence:

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Owner and Contractor Agreement; The Village of Tinley Park Request for Proposals; and the Contractor's Response to RFP.

17. Submittal and Evaluation Factors:

The contract will be awarded to the Contractor determined by the Village of Tinley Park to be in the best interest of the Village, who meets or exceeds the criteria and provisions sought by the Village. The Village reserves the right to reject any or all responses or to waive any details in the



responses received whenever such rejection or waiver is in the best interests of the Village. The Village also reserves the right to reject the RFP of a Contractor who has previously failed to satisfactorily perform a contract. The Village of Tinley Park reserves the right to award the contract to a Contractor who is not the lowest cost; however, cost is an important factor in the selection of a Contractor.

In determining the most qualified responder, the following criteria will be considered by the Village:

- A. Ability to complete required work on a routine basis;
- B. Proven method of completing designated tasks;
- C. References and experience with the Village and/or other Municipalities;
- D. Cost Proposal

II. SCOPE OF SERVICES

Working under the direction of the Public Works Superintendent, the work includes providing all and manpower necessary to complete the following landscape bed maintenance work:

LANDSCAPE BED MAINTENANCE

1. Spring Cleanup- Remove all leaves and debris from landscape beds and adjacent sidewalks, curbs and parking lot areas where applicable. Cut down any perennials and grasses that were not cut down the previous fall, according to proper horticultural practice, as directed by the Village.
2. Controlling Weeds- Landscape beds to be inspected and weeded weekly as necessary either by spraying, hand or string trimming methods as is required to keep the areas completely weed free at all times.
3. Edging- Spade edge all bed lines and tree rings monthly or as needed to keep a clean edge.
4. Landscape Bed Mulching- All landscape beds shall have a mulch bed three inches (3") deep. Mulch shall be premium quality, double ground hardwood bark mulch, natural in color, free from deleterious materials.
 - a. The Village Hall, Oak Park Avenue Train Station, 80th Avenue Train Station, Harlem Avenue Medians, 171st St Medians, 167th St Medians, and monument sign areas shall have top one inch (1") of landscape mulch beds redressed with new mulch twice each year by May 1st, and again in the fall by September 15th.
 - b. All other sites shall have the top one inch (1") of landscape mulch beds redressed with new mulch once each year by May 1st.
 - c. For all sites, if mulch from the previous year has completely broken down or blown away, or if no mulch is currently present in the landscape bed, the entire 3" depth will need to be supplied, rather than a top dressing.
5. Non-Parkway Tree Mulching- All non-parkway trees located in turf areas as shown in the mowing map shall be mulched with a mulch ring at least two feet (2') in radius from the trunk. "Volcano Mulching" must be avoided- the mulch should not be piled up around the base of the trunk. Mulch shall be placed in a saucer shape and be clear of the trunk so the root flare is visible. Mulch shall be three inches (3") deep. Mulch shall be premium quality, triple ground hardwood bark mulch, natural in color, free from deleterious materials
 - a. All non-parkway trees located in turf areas shall have the top one inch (1") of landscape mulch beds redressed with new mulch once each year by May 1st. If mulch from the previous year has completely broken down or blown away, or if no mulch is currently present, the entire 3" depth will need to be supplied, rather than a top dressing.
 - b. In addition to the landscape bed locations found on the landscape bed map book, there are additional non-parkway trees in turf locations that need to be mulched. See the mowing map book for those locations.



6. Pruning- Prune shrubs as needed. Shearing techniques shall be used only when necessary to maintain hedges or shrubs where shaping them in this manner is appropriate. Hand pruning to maintain the natural form of the plant shall be the predominant pruning technique.
7. Fall Cleanup- Remove all leaves and debris from landscape beds and adjacent sidewalks, curbs and parking lot areas where applicable. Cut down perennials and grasses according to proper horticultural practice, as directed by the Village.
8. Plant Health Care Monitoring- Contractor shall monitor and identify any plant diseases and pests, and suggest treatment strategies with the Street Superintendent. Any treatments chosen will be considered "on demand/new work" services, and are subject to approval through a new proposal. Monitoring results shall be noted in the monthly reports.

ON DEMAND SERVICES/ NEW WORK

1. Planting/ Installations- On demand landscape installation services consist of the planting of trees, shrubs, perennials, sod and seed. All such new work shall be guaranteed for one (1) year. Replacement work required after the one (1) year guarantee period shall be considered new work. On demand hourly services
2. Watering- The contractor shall obtain water by filling their tank at the Public Works Facility filling station located outside the Public Works Facility. Filling of water tanks at other locations such as hydrants in town shall not be permitted unless approved by the Village. Unit prices for watering shall cover one employee and any equipment or items needed to complete the work.
3. Tree pit weeding shall consist of hand pulling or string trimming weeds in tree pits or parkway tree mulch beds. Unit prices for weeding shall cover one employee and any equipment or items needed to complete the work.
4. Parkway Restoration shall consist of site prep, backfilling, and seeding. Prep sites by squaring work area with a tool to make a sharp edge on the existing parkway. Remove any dead or damaged turf as needed. Existing clean fill on site can be used as backfill. Fill and compact to allow for settling and match existing grade. Seed with all-purpose sun-shade fescue/ryegrass/bluegrass mix, and top-dress with Penn Mulch (or approved equal) and starter fertilizer.
5. Sod Installation shall consist of site prep, and placing sod and other materials required in the sodding operations. All sod shall be nursery grown Kentucky Bluegrass, dense, well rooted, and free from weeds. Sod shall be subject to inspection by the Village. Prior to placing sod, the existing soil shall be scarified to a depth of three inches (3"). The existing soil shall be free of deleterious materials. All soil surfaces shall be moist when the sod is placed. When directed, the Contractor shall be required to apply water to dry soil surfaces at a minimum rate of one (1) Gallon/feet immediately prior to placing the sod.
7. Install Mulch "Volcano Mulching" must be avoided. The mulch should not be piled up around the base of the trunks of trees. Mulch beds shall be three inches (3") deep. Mulch shall be premium quality, double ground hardwood bark mulch, natural in color, free from deleterious materials
8. Furnish and Install soil in areas as needed. Incidental soil quantities needed to complete planting, sodding and/or parkway restoration activities should be considered included in those individual rates. Any larger quantities of soil that may be needed above and beyond the normal conditions for those activities can be covered by this line item. Soil type shall be locally sourced topsoil, screened and pulverized, free from deleterious materials.
9. Trash pickup shall consist of monitoring for and cleaning up any miscellaneous trash that may have blown into the lawn or landscape bed from an adjacent roadway or parking lot. This does not include any large or heavy items or materials that may have shown up on a site due to fly dumping. Unit prices for trash pickup shall cover one employee and any equipment or items needed to complete the work.



PLANT REPLACEMENTS

Dead plants or plants that are in a state of decline shall be immediately reported to the Street Superintendent or representative. Upon approval from the Street Superintendent, these plants shall be removed and replaced as an on-demand service. The Street Superintendent or representative shall inform the Contractor whether or not the replacement plants shall be of the same or of a new species. Any replacement plant(s) shall be subject to the same guarantee requirements of new "On Demand" work. Upon replacement, these plants shall be maintained as directed in the landscape maintenance contract documents. The costs incurred to remove these dead or declining plants shall be within the scope of the "Weekly Rate". The replacement plant material supply and installation is considered "On Demand", and is beyond the scope of the "Weekly Rate" of maintenance.

WATERING

Some locations maintain a comprehensive irrigation system for the watering of its designated lawn areas and perennial beds. All un-irrigated areas may need to be watered by hand on an as needed basis as necessary to maintain adequate growth and health. The contractor shall advise Village personnel concerning watering schedule, and propose on demand watering services as needed. Watering is considered "On demand" and is beyond the scope of the "Weekly Rate" of maintenance.

GUARANTEES

If any plant materials have deteriorated in health and appearance within the first year of new work installation so as to become a lesser specification, grade, and/or quality than originally installed; the Contractor shall replace plants at the Contractor's expense. Exceptions to this guarantee shall be damage or loss due to theft, vandalism, and accidental occurrences outside the Contractor's control and Acts of God.

III. RFP SUBMISSION REQUIREMENTS

1. Company Profile- Responder shall include a short written description with background information about the company.
2. Pricing- Must be included in the cost proposal, as listed on the detailed bid tab.
3. References - Responder shall include three (3) references from past projects with a similar scope of work.
4. Insurance Certificate- Must be included per the insurance requirements noted in Section 14 of the General Terms and Conditions above.
5. Provide license information for Pesticide Applicator(s) that shall be used for spraying, any weed control and pest control.

IV. REQUIREMENTS AND EXPECTATIONS

The following are general requirements and expectations of the selected Contractor:

1. The Contractor shall perform all work in accordance with Federal, State, and Local laws, regulations, codes and ordinances;
2. The Contractor must be able to receive requests via e-mail.
3. The Contractor is expected to have all necessary supplies, equipment, personnel, and skills to complete the project in a timely manner;
4. Hours of work are 7:00 AM through 7:00 PM, Monday through Friday, and between 9:00 AM and 5:00 PM on Saturday, unless authorized at the sole discretion of The Village.



5. Village Special Events: The Village has several special events throughout the year, typically held in the downtown area which may require all landscape maintenance work to be completed immediately beforehand so the sites are looking their best. These events include but are not limited to:
 - Village Block Party (usually around the 3rd Sunday in July)
 - Farmers Markets
 - Music performances
 - Movie showings
6. The surrounding area shall have a neat, professional looking appearance upon completion of the job, and
7. All contractor employees shall wear suitable uniforms during the time they are on Village property or public ROW areas.

V. CONTRACT TERMINATION

The Village of Tinley Park may, by written notice, and at any time, terminate the agreement if, in the judgment of the Village, the Contractor has failed to comply with the terms of the agreement. In the event of such termination, the Contractor shall be entitled to payment for work performed through the date notice is delivered to Contractor. No sums shall be owed to the Contractor for work performed after such notice is delivered.

VII. TERM OF CONTRACT

The term of the contract shall be for one year, with two optional renewal years.

PROJECTED TIMELINE

Every effort will be made to adhere to the following schedule:

RFP Released:	February 19, 2019
Proposals Due	March 5, 2019 at 12:00 PM
RFP Review	March 2019
Committee Review	March 2019
Board Approval	March 2019
Contract Work Begins	April 2019

Landscape Bed Maintenance- Sites Found in Landscape Beds Map Book

ID #	Map Grid #	Name/ Description	Area (Sq Ft)	Landscape Bed Maintenance	Monthly Price	2019 Yearly Cost	2020 Yearly Cost	2021 Yearly Cost
S03	1	159th/86th Gateway Sign	303	X				
S006	3	76th Av Medians Between 161st & 165th	15693	X				
S04	4	159th St & Harlem SW	868	X				
S013	4	Harlem Ave - between 161st and 163rd	3759	X				
S011	5	Centennial Circle Pkwy behind Menards	3047	X				
S139	5	Village Hall 16250 S. Oak Park Ave.	11998	X				
S021	9	Harlem Ave Median Beds	15078	X				
S022	11	167th St Medians	5794	X				
S191	11	Median on 163rd St (just east of Harlem) and Centennial	1589	X				
S025	12	Post 1 -167th St Pump and Tanks 6640 167th St	5195	X				
S14	18	Beds at SW corner of 170th St and Oak Park Ave and the 6 tree pit/ light pole beds immediately north and south of there along Oak Park Ave on the west side	3899	X				
S061	20	Christopher Ct. island	395	X				
S105	22	9191 W 175th St	1057	X				
S193	22	LaGrange Rd medians (171st St to 179th St)	23670	X				
S195	26	171st St median (just east of 80th Ave)	8456	X				
S095	28	17200 Oak Park Ave	2205	X				
S096	29	Oak Park Av Train Station north of RR	1634	X				
S097	29	Vogt Plaza	2887	X				
S099	29	Safety/Fire/Public Lot 17355 68th Ct	10829	X				
S100	29	Subway Parking Lot 17217 Oak Park Av	1120	X				
S101	31	Oak Park Av Train Station south of RR	26234	X				
S132	31	Oak Park Av Train Station north of RR	3318	X				
S122	38	80th Av Train Station	31740	X				
S10	39	175th St & Duwan Dr	260	X				
S07	42	175th St & Tinley Park High School	346	X				
S156	44	92nd Ave. S. of 183rd parkway Beds	7824	X				
S136	48	Public Works Garage	11020	X				
S137	48	7850 183rd St Police Station	6082	X				
S123	58	183rd Medians	12227	X				
S145	60	Harlem Ave Median 177th St to 191st St	9556	X				
S162	61	Convention Center Dr /183rd St.	2252	X				
S171	62	18301 S Ridgeland Post 2 beds around building fence and monument sign	3865	X				
S168	70	7801 191st St Fire House # 4 and median	4388	X				
S111	64	Tinley Park signs 191st & Harlem	297	X				
S174	68	Brookside Glen Dr parcel perpendicular to Meadows Edge Tri	1471	X				
S041	71	Post #13 Brookside Glen lift stations 7408 1/2 W Ridgeland Lane E. & W. of 80th Ave. Bed surrounds the station.	1482	X				
S09	75	Tinley Park signs Ridgeland Av & Vollmer Rd	213	X				
PER SQUARE FOOT UNIT COSTS FOR FUTURE SITE ADDITIONS				X	/SF	/SF	/SF	/SF

ID #	Map Grid #	Name/ Description	Area (Sq Ft)	Non-Parkway Tree Mulching	2019 Yearly Cost	2020 Yearly Cost	2021 Yearly Cost
N/A	N/A	Non- Parkway Trees in Village managed turf grass sites	N/A	X	N/A		

On-Demand Services

ID #	Map Grid #	Name/Description	Unit	2019 Price Per Unit	2020 Price Per Unit	2021 Price Per Unit
		WATERING				
		Provide water truck and watering services	Per hour			
		PLANTING/ INSTALLATIONS				
		Trees- 2.5" caliper	Each			
		Shrub- 36" B&B	Each			
		Shrub- 5 gallon	Each			
		Shrub- 3 gallon	Each			
		Perennial/ Groundcover- 1 gallon	Each			
		Parkway Restoration	Square Yard			
		Sod Installation	Square Yard			
		Furnish and Install Mulch	Cubic Yard			
		Furnish and Install Soil	Cubic Yard			
		CLEANUP SERVICES				
		Tree pit weeding	Per hour			
		Trash pickup	Per hour			

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2020

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 Riordan & Scully Insurance 815 Commerce Dr. Suite 240 Oak Brook IL 60523	CONTACT NAME: PHONE (A/C, No, Ext): 630-468-5400		FAX (A/C, No):	
	E-MAIL ADDRESS: certificates@riordan-scully.com			
INSURED Christy Webber & Company dba Christy Webber Landscapes 2900 W. Ferdinand Chicago IL 60612	CHRWEB-01		INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Employers Mutual Casualty Co		21415	
	INSURER B : Illinois EMCASCO		32808	
	INSURER C : Travelers Commercial Insurance		36137	
	INSURER D : Columbia Casualty Company		31127	
	INSURER E :			
INSURER F :				

COVERAGES

CERTIFICATE NUMBER: 2015047965

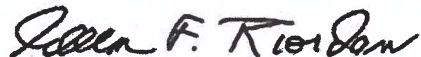
REVISION NUMBER:

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	<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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	2D05906	7/1/2020	7/1/2021	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"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	2T05906	7/1/2020	7/1/2021	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 type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	2K05906	7/1/2020	7/1/2021	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	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/A	5H32715	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE	
								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
C	Excess Liability			ZUP91M09170-20-NF	7/1/2020	7/1/2021	Limit	5,000,000
D	Pollution/Professional			2088389187	7/1/2020	7/1/2021	Limit	2,000,000
A	Inland Marine			2C05906	7/1/2020	7/1/2021	Rental Equipment	200,000

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

CERTIFICATE HOLDER**CANCELLATION**

Village of Tinley Park 16250 South Oak Park Avenue Tinley Park IL 60477 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 
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