

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, a Illinois home-rule municipal corporation (the "Village"), and **Beary Landscape** (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 **Thirty six thousand four hundred dollars (\$36,400.00)**. Within **seven (7)** 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. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
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 work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the Village, any other party indemnified hereunder, the Contractor, or any third party.
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 work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the Village, any other party released hereunder, the Contractor, or any third party. 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. The Request for bid (including all attached forms) and 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 contract 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.

Beary Landscape Management

Name of Contractor (please print)

[Signature]

Submitted by (signature)

VP OPERATIONS

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.

Beary Landscape Management

Name of Contractor (please print)

[Signature]

Submitted by (signature)

VP OPERATIONS

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.

Beary Landscape Mgmt.

Name of Contractor (please print)

[Signature]

Submitted by (signature)

VP OPERATIONS

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.

Benny Landscape Mgmt.
Name of Contractor (please print)

[Signature]
Submitted by (signature)

VP OPERATIONS
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)

Benny Landscape Mgmt.
Name of Contractor (please print)

[Signature]
Submitted by (signature)

VP OPERATIONS
Title

[NAME OF CONTRACTOR]

BY: [Signature]

1/23/18
Date

Printed Name: Paul B. B. B.

Title: VP OPERATIONS

VILLAGE OF TINLEY PARK

BY: [Signature]
Mayor

1-16-18
Date

(Required if Contract is \$10,000 or more)

ATTEST:

[Signature]
Village Clerk

1-16-18
Date

(Required if Contract is \$10,000 or more)

VILLAGE OF TINLEY PARK

BY: [Signature]
Village Manager

1-16-18
Date

Exhibit A

SCOPE OF SERVICES

Village of Tinley Park
Landscape Maintenance 2018

SCOPE OF WORK:

The Village of Tinley Park (VOTP) in its role of maintaining village-owned properties seeks the services of a capable Contractor to coordinate and deliver landscape maintenance services at VOTP owned or VOTP maintained properties, such as right-of-ways and detention pond locations. The Contractor shall perform the following general services during the growing season, which is March 1st through December 1st.

- **Lawn Maintenance:** Provide complete lawn care including mowing and edging for all areas as detailed in the bid breakdown.
- **Landscape Bed Maintenance:** Provide maintenance services for trees, shrubs and perennial beds, including weed management, pruning, seasonal cleanups, disease and insect control, fertilization, vegetation management and other related work in areas listed in the detailed bid breakdown.
- **Paved Area Weed Control:** Provide weed control services on select paved areas, and other related work in areas listed in the detailed bid breakdown.
- **Monthly Reporting:** Detail work completed, any dead or diseased plants, replacements needed, or other issues 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.

BID REQUIREMENTS

Bid pricing must be added to the attached detailed bid tab sheet. The cost must be broken down for each area per month and total for the entire growing season. The work is being bid out in 4 separate quadrants, and the Village may choose to award more than one contract based on the results of the bids for each quadrant. The contract(s) will be in effect for the entire 2018 growing season. The growing season is March 1st through December 1st. Dependent on weather conditions, treatment may or may not be needed for the entire growing season or the listed season may need to be extended beyond the listed time. The bids should reflect any increase or decrease in treatment months. The contract(s) will have the option for two (2)- one year extensions. The extension will be based on good workmanship and price. On occasion new on-demand work may be needed in addition to regular maintenance work items.

Issue for Bid 12/11/2017

Prices for on-demand services including labor should be included in the bid separate from regular maintenance. Any on-demand services must be approved by Street Superintendent or designated Street Foreman.

EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND WORK SITES:

Before submitting a bid, the prospective bidder shall carefully examine the provisions of the contract. The bidder shall inspect in detail the sites of the proposed work, investigate and become familiar with all the local conditions affecting the contract and fully acquaint themselves with the detailed requirements of construction.

TERMINATION OF CONTRACT

The Village may cancel the contract at any time for any reason upon giving 30 day written notice to the Contractor. The Village shall have the right to cancel this Agreement immediately without prior written notice for any breach of any provision of the contract if not cured within 14 days from written notice from the Village.

PRE-CONSTRUCTION MEETING:

Upon execution of the contract with the successful bidder, the Village will schedule a meeting with the Contractor. The Contractor shall submit a work schedule on or before this meeting. In attendance shall be the Contractor's representative on the job; i.e., Construction Superintendent or Foreman. On, or before this meeting, the Contractor and Village Street Foreman shall inspect the work site to determine the existing conditions.

1. Purpose - To discuss and resolve any problems regarding the work prior to the Contractor starting work. This includes the schedule of construction operations and interpretation of the Special Provisions and/or plans.
2. Attendance - Street Superintendent, Street Foremen, Contractor, Utility Company representatives, if utility work or adjustments are required. Also, any other persons as may be deemed necessary.
3. Specification information regarding source of materials, who is responsible for testing of materials, what, if any, work will be sublet, responsibility for maintaining traffic or detours, and any other problems relating to the work are to be discussed.
4. A roster will be prepared which will list the names, addresses and telephone numbers of all parties concerned. Twenty-four (24) hour a day and emergency contact persons and phone numbers shall be listed.

USE OF FIRE HYDRANTS

If the Contractor desires to use water from hydrants, he shall make application to the proper authorities, and conform to the municipal ordinances, rules or regulations concerning their use. Water from hydrants or other sources shall be at the Contractor's expense unless otherwise provided in the Special Provisions.

List of hydrants used must be turned in to Street Superintendent or assigned representative weekly. Contractor is responsible for reporting any malfunctioning or damaged hydrants.

Fire Hydrants shall be accessible at all times to the fire department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by municipal ordinances, rules or regulations, or within ten feet (10') of a fire hydrant, in the absence of such ordinances, rules or regulations.

QUANTITY CHANGES:

VOTP reserves the right to add or delete areas to be maintained under the regular mowing, treatment and bed maintenance programs at the unit prices bid.

LOCATION OF UTILITIES:

Before starting any digging, the Contractor shall contact JULIE for location of any and all utilities (if necessary). The toll-free number is 800-892-0123.

The Contractor is responsible for notification and coordination with JULIE for location of any and all utilities before and throughout the length of the contract.

NOTICE:

Village Notification

A minimum of forty-eight (48) hours notice shall be given to the VOTP prior to starting work, or restarting work after some absence of work for any reason. VOTP must be notified by the next business day if there have been any employee assignment changes to the crew assigned to the Village. Notification may be done by email, phone call or in person.

NOTIFY: Public Works
 Street Department:
 708-444-5520 Kelly Mulqueeny
 708-444-5526 Jimmy Quinn
 708-444-5527 Steve Grossi
 Public Works
 Facilities Department:
 708-444-5595 Dave Galati
 708-444-5500 Village Hall

For all pesticide application notifications, the following list of contacts must be emailed a minimum of 24 hours prior to the work:

Kelly Mulqueeny kmulqueeny@tinleypark.org
Terry Lusby Jr. tlusby@tinleypark.org
Terri Chojnacki tchojnacki@tinleypark.org
David Galati dgalati@tinleypark.org
Denise A. Maiolo dmaiolo@tinleypark.org
Laura Godette lgodette@tinleypark.org
Jimmy Quinn jquinn@tinleypark.org

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PROTECTION AND SAFETY OF PEDESTRIANS: Work zone safety shall be practiced and maintained at all times until the project work is completely finished. Landscape work is obviously situated in areas traveled by pedestrians. The landscape work in this contract will be encountered by motorist, pedestrians and bicyclists throughout the growing season, for this reason the contractor must anticipate this and accommodate them. Any potential hazards to the general public due to materials, equipment, obstructions, tripping hazards, drop-offs or any hazardous aspects of the work must be remedied or properly protected and barricaded. Grass clippings may not be blown into streets or sidewalks.

WORK DAYS & NOISE LIMITATIONS: All work within the defined limits of the project shall be performed between the hours of 7:00 AM and 7:00 PM, Monday through Friday, and between 9:00 AM and 5:00 PM on Saturday, unless authorized at the sole discretion of VOTP. No work is to be performed or left open on Sunday or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. In rare instances, work conducted at public facilities such as Village Hall may be required outside the standard hours in order to work around a conflict as directed by the Street Superintendent.

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

CLEAN-UP: The Contractor shall be responsible for thoroughly cleaning up any and all areas affected by their work. All grass clippings, gravel, debris, and landscape related materials shall be completely removed from sidewalks, driveways and roadways. No grass clippings shall be blown in the direction of fresh air intakes, windows, entryways, walkways, roadways, parking lots, mulched or flower beds of the facilities surrounding the work area. All parkways must be left neat. If the area has not been cleaned properly, VOTP Public Works will use a mechanical street sweeper or any other equipment we deem necessary to clean the area. All clean-up related work shall be incidental in cost to the contract work.

No work shall be left incomplete over holidays.

DISPOSAL OF DEBRIS AND EXCAVATED OR REMOVED MATERIALS: The Contractor shall be responsible for satisfactory removal and disposal of all waste material, stone, dirt, or debris generated in the course of the work. As well as any litter found in the area. Contractor will completely remove all litter prior to mowing.

PARKWAY TREES: The Contractor shall inspect each work site in advance and arrange to execute the work in a manner which will not cause injury to trees. Any tree limbs that might be damaged by

equipment operations should be protected by the contractor. Any tree limbs that are broken by construction equipment shall be reported to VOTP. The Village will neatly prune the damaged limb at the Contractor's expense.

DAMAGES: Work under this pay item shall include providing all the materials, labor and equipment necessary to remove and replace damaged areas that was caused by the contractor. VOTP will not provide a dumpsite for this material.

Ruts caused by equipment or vehicles must be restored to their original state. Seed is acceptable for damaged areas smaller than 9".

CONTRACTOR'S RESPONSIBILITIES

In providing the services under this Contract, the Contractor shall:

1. Exercise safe, sanitary and sound-business practices with the skill, care and diligence normally shown by professional landscapers.
2. Require all employees to wear suitable uniforms during the time they are on Village property.
3. Supply an adequate number of trained and fully insured personnel to perform all work.
4. Require one employee on a crew to understand all verbal and written instructions in English issued by the Street Superintendent or representative.
5. Remove all rubbish, debris and wastes from the location(s), resulting from the work performed, in an orderly and safe manner and legally dispose of same.
6. Provide evidence of all licenses and permits that may be required for all contract activities.
7. Provide required notification of chemical application on public areas as required by law.
8. Require all personnel to report any hazardous or out of the ordinary conditions, as well as any vandalism, theft, deterioration, graffiti, damage, spills, evidence of rodent or animal infestation, unusual activity or the like, that may affect the operation and/or safety on Village properties, to the Street Superintendent, or representative. Any item in need of repair or replacement shall be reported on the same day it is observed.
9. Provide all consumable supplies, fertilizers, chemicals, water, equipment, tools, materials, containers, transportation, insurance, and labor required fulfilling the Contract and ensuring the health, vitality and appearance of plants and lawns.
10. Maintain control of weeds occurring in any adjacent sidewalks.
11. Address brush and other non-turf type weeds along edges of natural storm water creek routes.

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12. Report any damaged areas and provide soil and seed in the spring to repair edges of high profile areas where damage has been caused due to winter operations. These repairs shall be considered an "on-demand" service.

Bidders shall also submit the names, experience and licenses for its Commercial Pesticide Applicator(s) that shall be used for spraying weeds and pest control.

COORDINATION WITH VILLAGE CREWS AND OTHER CONTRACTORS

Village crews or other contractors may need access to the areas of work outlined in this contract from time to time. The Village will give advanced notice wherever possible when these instances arise, so that appropriate scheduling and coordination can take place to avoid any potential conflicts that may arise. For example, the Village anticipates the Harlem Avenue medians will have a separate project completing irrigation work in 2018.

REPORTING REQUIREMENTS

The Contractor shall submit reports (e.g., weekly, monthly, annually, etc.) in any form, content, and substance that may be required by the Street Superintendent, or representative at any time during this Contract. It shall be initially required that the Contractor provides the following reports to VOTP:

- Advanced notification of implementation of "On Demand" projects in addition to all pesticide applications.
- Weekly report of the work week, outlining all completed activities (e.g., installation, maintenance, spraying, seeding, etc.) and staffing and indications of locations serviced.
- Monthly summary, with Contractor's invoice, of all work performed during the preceding month as well as any problems incurred, solutions provided recommendations and new or outstanding issues that may be of relevance to the operation.
- Annual summary of the preceding year's activities and a preliminary forecast of the coming year's activities or concerns if applicable.
- Advanced notification of chemical application schedule, minimum of two days in advance to notify staff.

MEETINGS

It is anticipated that there will be required meetings between VOTP and the Contractor. These meetings may include representatives of other Village Departments and/or other Contractors or consultants, at the Street Superintendents' discretion. It is initially anticipated that there will be a monthly meeting, March through December, to discuss landscape maintenance issues. If necessary, additional Quality Assurance (QA) meetings will be scheduled by the Street Superintendent to review Village of Tinley

Park's standards as well as the overall quality of the Services. **An initial QA meeting to discuss start-up issues and requirements shall be scheduled upon Contract award.**

Attendance by the Contractor at all scheduled meetings shall be mandatory. The Contractor shall have a sufficient number of management level personnel (e.g., owner, superintendent, horticulturist, foremen) with decision-making authority available to attend meetings when scheduled. In any year of the Contract, if the Contractor fails to attend meetings, V.O.T.P. may seek corrective measures that could include delays in the processing of Contractor's invoice.

STAFFING PLAN

The Contractor shall be responsible for employing and assigning a staff of competent personnel who are fully licensed, insured and qualified to perform the landscape work as required by this contract. At the onset of the Contract the Contractor shall provide staffing schedules for the Street Superintendents' review and approval. Staffing issues shall be reviewed at monthly meetings as required. Bidder shall describe anticipated maximum and minimum crew sizes with its bid. Bidder shall also provide a list and description of any work to be performed by subcontractors with its bid.

SUPPLY AND EQUIPMENT REQUIREMENTS

As described under "Contractor's Responsibilities," the Contractor shall supply all consumable supplies. Any costs for supplies shall be included as part of the bid price. Bidder shall submit a list of proposed supplies indicating a description and the brand name of each. Additionally, upon request the Contractor must provide a completed Manufacturer's Standard Material Safety Data Sheet (OSHA Form #20) for all fertilizers, herbicides and pesticides that may be used for the contract.

Any equipment or supplies of improper type or design or inappropriate for the intended use, shall be replaced with satisfactory equipment or supplies at the Contractor's expense. Also, upon request the Contractor shall submit where it will warehouse and how it will transport the equipment to and from the site.

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 "Monthly Rate". The replacement plant material supply and installation is considered "On Demand", and is beyond the scope of the "Monthly 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 "Monthly 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.

LIST OF SITES

The following list of sites is provided as a reference. VOTP may add or delete sites from the list as future maintenance needs may change. The acreages and square footages provided here are given as an estimate, and VOTP does not guarantee their accuracy. An estimated boundary of each site can be found in the corresponding map book on the page listed under the "Map Grid #" column. Some sites span more than one page, but in those cases only one map grid number is given. Quadrant 1 is West of Harlem Avenue and North of 175th St. Quadrant 2 is east of Harlem Avenue and North of 175th St. Quadrant 3 is South of 175th St and West of Harlem Avenue. Quadrant 4 is South of 175th St and East of Harlem Avenue.

ID #	Map Grid #	Quadrant	Mowing Areas
M001	1	1	Apple Pond (south/west sides) and Creekmont Parkway (excluding native plantings)
M002	2	1	80th Av Parkways 159th-163rd st
M004	2	1	163rd St Parkway at ComEd ROW (both sides)
M005	2	1	Hillcrest Pond (dry) north side of 163rd St. & Evergreen
M006	3	1	76th Ave Medians - 161st St to 165th Pl
M007	3	1	Helen Keller Pond and Parkway (north side of Helen Keller School)
M009	5	2	Centennial Dr/Bremetowne Rd
M010	5	2	Kingston Ct. Parkway and Bremetowne Dr. Median
M011	5	2	Menards Berm Centennial Circle
M012	5	2	Village Hall 16250 S. Oak Park Ave.
M013	4	4	Harlem Ave Median - 161st to 163rd
M014	5	2	Oak Park Ave Parkway - east side St Boniface to Concrete Wall
M015	14	1	Pond North and South side of 168th St To Cherry Hill Ave
M016	8	1	167th St Parkway, north side along Com Ed ROW
M017	8	1	80th Ave Parkways 5 (west side) 163rd-167th st
M019	9	1	Lake Villa Pond (perimeter)Lake Villa Ave and 163rd St
M020	9	1	Post 7 - 164th and Harlem Ave E. side

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M021	9	4	Harlem Ave Median - 163rd to 167th
M022	11	2	167th St Medians- Btw Harlem & Oak Park
M025	12	2	Post 1 -167th St Pump and Tanks 6640 167th St
M027	13	2	Easement North side of James St. Ridgeland to Leslie Ann
M028	14	1	Cherry Hill Pond and creekside ditch north of 168th St
M029	14	1	Plum Ct Pond
M030	14	1	Creekside Ditch - east and west sides, S of 168th St
M031	8	1	167th St Parkway, south side along Com Ed ROW
M032	15	1	Waterford Pond Easement at 169th St
M033	15	1	Waterford Pond (dry) at 169th/ComEd ROW
M034	15	1	171st St from 84th to Grissom Dr (north side)
M035	15	1	Pond F/Easement behind Grissom Middle School (17000 80th Av)
M036	15	1	Post 5 - Bayberry Plaza Guardrail
M037	10	1	167th St Guardrail by creek- 7606 & 7605 167th St. guardrail by creek
M038	16	1	171st St Parkway (north side) from Olcott Ave to 80th Ave
M039	16	1	80th Ave Parkways (east side) 167th-171st
M041	17	1	Pond F - 168th Pl and Sandy Ln Pond (dry)
M044	17	1	Midlothian Creek and (btw 170th St & Pl) Olcott parkway
M045	17	1	170th Pl and Harlem guard rails E. and W. side (parkway)
M047	17	1	170th Pl and Oketo Ave Vacant lot
M049	17	4	Harlem Ave Median - Sandy Ln to 170th
M050	17	1	171st St and Olcott Pond (dry) Fairmont Pond
M051	18	2	Sayre Ave Easement North side Sayre Ave. & 168th St.
M052	18	2	Oak Park Ave parkway/median 168TH St to 171st
M057	19	2	Ridgeland Ave Parkway (west side) 167th St. to Willow Ln.
M058	19	2	Willow Lane Ditch
M059	13	2	167th St Parkway along cemetery
M060	20	2	Andres Pond (dry)
M061	20	2	Christopher Ct Island
M062	20	2	Gaynelle Bridge Parkways
M063	22	2	171st St Parkway - 92nd Ave to 94th Ave
M064	22	2	94th Ave Parkways 171st-175th
M065	22	2	Briar and Thornwood pond (Pond J-2)
M066	23	1	88th Ave Parkway - 172nd to 174th (both sides)
M067	15	1	171st St Parkway - 92nd Ave to 88th Ave
M068	23	1	Thurnberry Ln/Shetland Dr Vacant Lot
M069	23	1	171st St and Mill Run Ct Vacant Lot
M071	23	1	175th St Parkway - Mulberry Ave to Timbers Pond
M072	23	1	Timbers Pond 88th Ave. & 175th St. Timbers
M073	24	1	171st St Parkway - Valley Dr to 84th Ave (south side)
M074	24	1	175th St Parkway - 84th Ave to creek (north side)
M075	25	1	84th Ave Parkway at creek - 171st to 175th St.
M077	25	1	175th St Parkway at ComEd right-of-way
M080	16	1	171st St Parkway - 80th to Ozark Ave (south side)
M081	26	1	172nd St and 80th Ave pond easements (dry)
M082	26	1	80th Ave and Dooneen - pond and parkways
M083	26	1	Post 3 Lift Station and 175th St Parkway - Oriole W to town homes N

Issue for Bid 12/11/2017

			side
M084	26	1	Post 3 - Ozark Easement west side of Ozark to Post 3 (north of 175th)
M086	27	1	Post 4 - 173rd St Parkway (north side, Post 4) between Oriole Ave. & Oleander Ave.
M087	27	1	175th St Parkway and Pond (dry), Odell Ave - Oriole Ave
M088	18	2	171st St Parkway at Midlothian Creek (both sides)
M090	40	4	175th St and Hickory St Triangle Easement
M091	29	2	6720 North Street - Vacant Lot
M093	29	2	6742 North St
M093	31	2	Bull Dog Bridge 172nd St/66th Ct Parkways (north side) 67th Ct to 173rd St
M095	28	2	Oak Park Ave Municipal Lot Landscape Islands (Rear Only) 17200 Oak Park Ave
M096	31	2	Oak Park Ave Train Station - North St parking lot
M097	29	2	Vogt Plaza
M098	29	2	Old Central School Vacant Lot
M099	29	2	ESDA - Safety/Fire/Public Lot (Fire Station #1) 17355 68th Ct
M100	29	2	Subway Parking Lot 17217 Oak Park Av
M101	31	2	Oak Park Ave Train Station - South St parking Lot
M102	31	2	Ridgeland Easement 64th Ct. & Ridgeland
M103	31	2	Oak Forest Ave Easement (North side) 67th Ave. to Ridgeland
M104	34	3	94th Ave Parkways 175th-179th
M105	22	2	Fire Station #3 9191 W 175th St
M107	34	3	Ash and 176th - 9200 West
M108	36	3	84th Ave Parkway (East Side) from 175th to 179th
M109	36	3	Radcliff Pond and 175th St Parkway- just E of Humber
M110	36	3	179th St Pond north side of 179th St. & 86th
M111	36	3	88 Av & 175 St Parkways- 175 from Humber/88 and E side 88 from westbridge/175
M113	37	3	80th Ave Parkways 175th to 179th W side
M114	37	3	175th St and Queen Mary Ln Pond (dry)
M115	37	3	179th St Parkways 2 - 80th to 84th (both sides)
M116	37	3	Post 11 - Elevated Water Tank
M117	39	3	Sandalwood guardrail
M118	26	1	Bristol Park Pond (north/east sides) and 175th St Parkway (south side)
M119	40	4	179th St Parkway Harlem to Sayre
M120	40	4	Hickory Street Pump Station and N side of Hickory St
M121	43	3	Texas Roadhouse Drive/White Eagle Drive Parkway (east)
M122	43	3	Texas Roadhouse Drive/White Eagle Drive Parkway (west)
M123	44	3	183rd St Parkways and Median
M127	46	3	Pond South and North side 179th St and 86th, excluding native vegetation "pods"
M129	45	3	Pond Newcastle Drive & Mansfield Dr
M130	35	3	179th St Parkway - Golden Pheasant to Upland Dr (south side)
M132	47	3	80th Ave Parkways 2 (west side)
M133	47	3	80th Ave Parkway RR to 183rd St (west side)
M134	47	3	Cork Road Pond and vacant lot
M135	48	3	183rd St Easement - 80th Ave to 76th (south side at guardrail only)

Issue for Bid 12/11/2017

M137	48	3	Police Station 7850 183rd St
M138	48	3	80th Ave Parkway RR to 183rd St (east side)
M139	48	3	80th Ave Train Station
M142	48	3	Berm EMA Garage (7780 183rd St)
M143	48	3	Veterans Parkway Easement - 76th Ave to Timbers Drive
M144	48	3	Fire Training Tower
M145	40	4	Harlem Ave Median - 175th to 191st
M147	48	3	183rd Street Easement (south side)
M148	51	4	182nd/Sayre Ave Easement
M149	52	4	Ponds V and V-1 (dry) 181st St. & 65th Ave. Detention N. & S.
M150	53	4	183rd St and Ridgeland Easement
M151	52	4	183rd St/Oak Park Ave Parkway (NE Corner)
M152	53	4	Easement 181st St. & Highland
M153	44	3	183rd St Parkway 91st Ave-94th Ave
M156	55	3	92nd Ave Parkway (east side) 92nd Ave. S. of 183rd parkway
M159	46	3	183rd St Parkway (south side) 183rd Black Oak Dr-88th Ave
M160	58	3	183rd St Parkway (north side) 183rd PL to Tralee Trl
M161	59	3	185th St Parkway
M162	61	4	Convention Center Dr /183rd St Parkway (south/east side) and median
M163	61	4	North & South Sides of Creek Next to Jovan Broadcasting
M164	65	4	191st and Prosperi Dr Easement
M165	67	3	Fairfield Lane & Glenshire St Parkways at Fairfield Glen Wetlands (2 sections)
M166	69	3	80th Ave Parkways 191st St. to Greenway Blvd.
M168	63	4	Fire Station #4 7801 191st St
M169	71	3	Post #13 Brookside Glen lift stations 7408 1/2 W Ridgeland Lane
M171	62	4	18301 S Ridgeland Post 2 - 183rd St Pump and Tanks
M172	45	3	183rd St pond between 91st ave and Hilltop Ct
M173	67	3	88 Av parkways both sides from Brookside Glen Dr to southern village boundary
M174	68	3	Brookside Glen Dr parcel perpendicular to Meadows Edge Trl
M175	77	3	80th Ave parkways east and west sides
M176	30	2	175th St Parkway
M177	11	2	167th St Parkways - 167th & Manchester
M178	11	2	Oak Park Frontage Rd Island (between 165th Pl and 164th St)
M179	11	2	Vacant Lot (Oak Park Av between Sussex Rd and Chelsea Rd)
M180	13	2	Turf Median Half Circle on Ganynelle Rd
M181	18	2	Small parking lot perimeter on 171st st and oak park ave (west of oak park and north of 171st)
M182	20	2	Parkways on N and S forest Glenn (east of ridgeland; including vacant lot)
M183	24	1	Parkway on E side of 88th ave (from 175th St two houses north)
M184	26	1	Vacant Lot (North of 173rd and West of Oriole Ave)
M185	26	1	Rear easement behind homes (West of Ozark Ave, North of 174th)
M186	28	2	Vacant Lot (W of 175th and N of Hickory St)
M187	38	3	80th Ave East Parkway (From Cartier Ave to Champlain Ave)
M189	52	4	183rd st North Parkway (W of M150 to about 200 feet before 65 Ct)
M190	57	3	183rd Pl north side parkway (W of Crossing Dr)

Issue for Bid 12/11/2017

M192	12	2	Mowing strip south of Terrace Dr and east of 66th ave (behind homes)
M193	22	3	LaGrange Rd medians (171st St to 179th St)
M194	44	3	183rd St Medians (from 94th Ave to 80th Ave)
M195	16	1	171st St median (just east of 80th Ave)
M196	26	1	Tinley Downs (mowed weekly)
M197	26	1	Pond area N of 172nd and E of 80th
M199	28	2	East side of southernmost tip of 69th ave at Metra tracks
M200	18	2	S of "H" shaped building E of Harlem ave, N of 170th St
M201	1	1	Post 6 lift station
			Paved Median Weed Control Areas (Exact Shapes Not Outlined On Maps)
	22	3	LaGrange Rd Medians
	8	3	80th Avenue Medians
	4	4	Harlem Avenue Medians
	5	2	Centennial Dr Medians
	2	1	159th St Medians
	11	2	167th St Medians
	16	1	171st St Medians
	44	3	183rd St Medians

ID #	Map Grid #	Quadrant	Name/ Description
Landscape Bed Maintenance Areas			
M006	3	1	76th Ave Medians - 161st St to 165th Pl
M013	4	1	Harlem Ave Median - 161st to 163rd
M011	5	2	Menards Berm Centennial Circle
M012	5	2	Village Hall 16250 S. Oak Park Ave.
M020	9	1	Post 7 - 164th and Harlem Ave E. side
M021	9	1	Harlem Ave Median - 163rd to 167th
M022	11	2	167th St Medians- Btw Harlem & Oak Park
M191	11	2	Median on 163rd St (just east of Harlem)
M025	12	2	Post 1 -167th St Pump and Tanks 6640 167th St
M061	20	2	Christopher Ct Island
M105	22	2	Fire Station #3 9191 W 175th St
M193	22	2	LaGrange Rd medians (171st St to 179th St)
M084	26	1	Post 3 - Ozark Easement west side of Ozark to Post 3 (north of 175th)
M195	26	1	171st St median (just east of 80th Ave)
M095	28	2	Oak Park Ave Municipal Lot Landscape Islands (Rear Only) 17200 Oak Park Ave
M097	29	2	Vogt Plaza
M099	29	2	ESDA - Safety/Fire/Public Lot (Fire Station #1) 17355 68th Ct
M100	29	2	Subway Parking Lot 17217 Oak Park Av
M096	31	2	Oak Park Ave Train Station - North St parking lot
M101	31	2	Oak Park Ave Train Station - South St parking Lot
M194	44	3	183rd St Medians (from 94th Ave to 80th Ave)
M137	48	3	Police Station 7850 183rd St

Issue for Bid 12/11/2017

M139	48	3	80th Ave Train Station
M142	48	3	Berm EMA Garage (7780 183rd St)
M156	55	3	92nd Ave Parkway (east side) 92nd Ave. S. of 183rd parkway
M145	60	4	Harlem Ave Median - 175th to 191st
M171	62	4	18301 S Ridgeland Post 2 - 183rd St Pump and Tanks
M168	63	4	Fire Station #4 7801 191st St
M174	68	3	Brookside Glen Dr parcel perpendicular to Meadows Edge Trl
M169	71	3	Post #13 Brookside Glen lift stations 7408 1/2 W Ridgefield Lane
	18	2	Bed at SW corner of 170th St and Oak Park Ave, and the 6 tree pit/ light pole beds immediately south of there along Oak Park Ave on the west side.
Monument Sign Areas			
S03	1	1	159th/86th Gateway Sign
S05	5	2	159th/ Harlem SE Gateway Sign
S04	5	2	159th St/ Harlem SW Gateway Sign
S02	5	2	Village Hall Entry Signs on Oak Park Ave (2 signs)
S01	30	2	Zabrocki Plaza 147th St & Hickory St- Message Board Sign and Entire Plaza Area
S07	42	4	175th St & Tinley Park High School Gateway Sign
S08	62	4	183rd St & Ridgeland Ave- Post 2 Gateway Sign
S11	65	4	Harlem and 191st St Gateway Sign
S09	75	4	Ridgeland Ave & Vollmer Rd Gateway Sign

LIST OF MAINTENANCE SERVICES TO BE PERFORMED

A detailed breakdown of the maintenance category that applies to each site can be found on the bid tab pages. In general, turf sites require regular mowing, landscape beds and monument sign areas require the bed maintenance program, and paved median areas require weed control program.

REGULAR MOWING

1. **Spring Cleanup**- Remove all leaves and debris from turf areas and adjacent sidewalks, curbs and parking lot areas.
2. **Mowing, Trimming, Edging**- Contractor shall mow each site weekly throughout growing season as needed. String trimming will be needed around curb and sidewalk edge as well as around fences, poles, signs and other obstructions. Remove all litter, debris and twigs from each site on a weekly basis prior to each mowing. Spade edge all bed lines and tree rings monthly or as needed to maintain a clean edge. Grass clippings shall be cleaned up and removed from the site.
3. **Controlling Weeds**- Turf areas to be inspected and weeded weekly as necessary either by hand or string trimming methods.

Issue for Bid 12/11/2017

4. Mulching- All non-parkway trees located in turf areas 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 beds shall be three inches (3") deep. Mulch shall be premium quality, double ground hardwood bark mulch, natural in color, free from deleterious materials
5. Fall Cleanup- Remove all leaves and debris from turf areas and adjacent sidewalks, curbs and parking lot areas.

LANDSCAPE BED MAINTENANCE

1. Spring Cleanup- Remove all leaves and debris from landscape beds and adjacent sidewalks, curbs and parking lot areas where applicable.
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. 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 in May, rather than a top dressing.
4. 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.
5. 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.
6. 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.

PAVED AREA WEED CONTROL

1. Controlling Weeds- Paved areas to be sprayed with herbicide four times per growing season and inspected weekly for any supplementary weeding needs as is required to keep the areas completely weed free at all times.

Issue for Bid 12/11/2017

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. Mowing- The "on demand" mowing areas are typically mowed 2-4 times per year, depending on conditions. These are considered separate from regular mowing sites since they consist of more naturalized vegetation and weeds than regular turf grass sites, and they do not require mowing nearly as often.
3. 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 in town shall not be permitted unless approved as detailed above under "Use of Fire Hydrants" (02925-2). Unit prices for watering shall cover one employee and any equipment or items needed to complete the work.
4. 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.
5. 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.
6. 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

Issue for Bid 12/11/2017

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.

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

Exhibit C

**CONTRACT MEMOS & DOCUMENTS:
NOTICE TO CONTRACTOR, CONTRACT AWARD MEMO, BID PACKET PICK UP, BID OPENING
TALLY**

**VILLAGE OF TINLEY PARK
COOK COUNTY, ILLINOIS
NOTICE TO CONTRACTORS**

The Village of Tinley Park will receive sealed bids for the following improvements at the Clerk's office, 16250 South Oak Park Avenue, Tinley Park, IL 60477, until **1:55 PM on December 28th 2017**

**2018 Landscape Maintenance
Landscape Maintenance, Mowing and Weed Control
Village of Tinley Park**

Proposals will be publicly read aloud at **2:01 PM on December 28th 2017**. No bid shall be withdrawn after the opening of the bids without the consent of the Mayor and Board of Trustees for a period of forty-five days after the scheduled time of closing bids.

All bids shall be sealed in an envelope, addressed to the Village of Tinley Park, attention Clerk's office. The name and address of the bidder and the name of the project shall also appear on the outside of the envelope.

Full copies of the Bid Documents, including specifications, are available on the Village of Tinley Park website at www.tinleypark.org under the business tab then "contract opportunities".

A certified check or bank 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 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 right is reserved to reject any or all bids, to waive technicalities, to postpone the bid opening, or to advertise for new proposals, if in the judgment of the Mayor and Board of Trustees their best interests will be promoted thereby.

The contractor will be required to pay not less than the prevailing wage rates on this project as established by applicable law. He shall also comply with all applicable Federal, State, and local regulations.

The Village of Tinley Park Local Vendor Purchasing Policy provides local vendors with preferential treatment when competing for contracts with the Village. A local vendor is defined as a business that has an actual business location within the Village of Tinley Park and is licensed by the Village. As such, when considering contracts, the Village of Tinley Park reserves the right to forego the lowest and responsible bid in favor of a local vendor under the following circumstances:

<u>Contract Value</u>	<u>Range (up to a maximum of)</u>
\$0-\$250,000	5%
\$250,000-\$500,000	4%
\$500,000-\$750,000	3%
\$750,000-\$1,000,000	2%
\$1,000,000-\$2,000,000	1%

Responsible bidders are determined pursuant to the criteria set forth pursuant to the criteria set forth in the Village's Responsible Bidder Ordinance No. 2009-O-002.

Bidder qualifications and experience will also be included in the basis for determining the lowest responsible bidder.

A performance bond in a sum equal to one hundred percent (100%) of the amount of the bid, with sureties to be approved by the Mayor and Board of Trustees for the faithful performance of the contract must be furnished by the successful bidder. All bids or proposals shall contain an offer to furnish bond upon acceptance of such bid or proposal.

Mayor and Board of Trustees
Village of Tinley Park

Memorandum



To: Kevin Workowski, Public Works Director
From: Kelly Mulqueeny, Street Superintendent
Date: January 2, 2018
Subject: Service Contract Award: 2018 Mowing Contract

Presented for January 16, 2018 Village Board Agenda for consideration and possible action:

Description: Public Works, in its role of maintaining village-owned properties seeks the services of a capable Contractor to coordinate and deliver Landscape Maintenance Service Contract at certain village-owned locations. The Contractor shall perform the following services:

- Plant Maintenance - includes pruning and shaping of trees and shrubs.
- Lawn Care – includes mowing, string trimming and edging 207 acres
- Flower Bed Maintenance – includes weeding, mulching, and general care.
- New Work – includes planting and care of annuals, and other adjustments as needed.

Background: This service contract was advertised on December 10th in accordance with state bidding laws and received three (3) sealed bids. The Bids were opened and read publicly on Thursday, December 28, 2017, starting at 2:01 PM by the Village Clerk, Site Design Group and Street Superintendent. The following bids were received:

<u>Contractor</u>	<u>Location</u>	<u>Area 1</u>	<u>Area 2</u>	<u>Area 3</u>	<u>Area 4</u>
Beverly Environmental LLC	Beverly, IL	\$79,388.00	\$67,290.00	\$98,995.00	\$38,527.00
Beary Landscape	Lockport, IL	\$79,024.00	\$74,666.00	\$120,844.00	\$30,817.00
Ridge Landscape	Mokena, IL	\$101,309.75	\$68,529.00	\$124,190.56	\$51,758.56

Budget / Finance: Funding in the amount of \$314,000.00 is available in the approved FY19 Budget; Road and Bridge, Facilities, Water and CPL Operating and Maintenance Budget.

Budget Available	\$314,000.00
Lowest responsible bidder A	(\$245,673.00)
Lowest responsible bidder B	(\$30,817.00)
Difference -Under BUDGET-	\$37,510.00

Staff Direction Request:

1. Approve the service contract for the FY18 Landscape Maintenance in the amount of \$245,673.00 to Beverly Environmental LLC and \$30,817.00 to Beary Landscape.
2. Direct Staff as necessary.

Attachments

1. Recommendation letter from Site Design Group.
2. Bid tabulations.



January 3, 2018

Ms. Kelly Mulqueeny

Street Superintendent

Village of Tinley Park

16250 S. Oak Park Ave.

Tinley Park, Illinois 60477

re: **Village of Tinley Park 2018 Landscape Maintenance - Contractor Recommendation**

Dear Kelly:

Upon thorough review of the two bids opened on December 28, 2017 for the 2018 Landscape Maintenance project, we would like to recommend beginning contract negotiations with the low bidders **Beverly Environmental** (Beverly), and **Beary Landscape Management** (Beary).

The 2018 Landscape Maintenance work was bid out in 4 separate quadrants. Upon review of the bid documents, Beverly was the low bidder for quadrants 1-3 and Beary was the low bidder for quadrant 4.

Beverly and Beary have completed all of the required bidding forms, submitted the appropriate bid security, and they have met all of the requirements outlined within the project manual. In addition, Beverly and Beary have successfully worked with the Village doing landscape maintenance work in the past.

Please let us know if you have any questions or concerns.

Sincerely,

Mitch Murdock

Project Manager – site design group, ltd.

CC: RKS / BM/ KM

site design group, ltd.
888 south michigan avenue #1000
chicago, illinois 60605
tel 312.427.7240 fax 312.427.7241
www.site-design.com

2018 Landscape Maintenance- Bid Open December 28th, 2017 at 2:01 PM

Company Name	Ridge Landscape Services, LLC	Beverly Environmental	Beary Landscape Management
Location	Frankfort, IL	Markham IL	Lockport, IL
Bond/ Check	Bond	Check	Bond
Quad 1- Mowing	\$ 93,620.00	\$ 68,758.00	\$ 79,024.00
Quad 1- Beds	\$ 3,889.75	\$ 7,230.00	\$ 5,887.00
Quad 1- Paved Areas	\$ 3,800.00	\$ 3,400.00	\$ 3,400.00
Quad 1 TOTAL	\$ 101,309.75	\$ 79,388.00	\$ 88,311.00
Quad 2- Mowing	\$ 42,313.00	\$ 38,285.00	\$ 38,800.00
Quad 2- Beds	\$ 24,616.00	\$ 26,005.00	\$ 32,466.00
Quad 2- Paved Areas	\$ 1,600.00	\$ 3,000.00	\$ 3,400.00
Quad 2 TOTAL	\$ 68,529.00	\$ 67,290.00	\$ 74,666.00
Quad 3- Mowing	\$ 97,822.56	\$ 73,345.00	\$ 73,144.00
Quad 3- Beds	\$ 22,068.00	\$ 19,850.00	\$ 42,700.00
Quad 3- Paved Areas	\$ 4,300.00	\$ 5,800.00	\$ 5,000.00
Quad 3 TOTAL	\$ 124,190.56	\$ 98,995.00	\$ 120,844.00
Quad 4- Mowing	\$ 27,686.56	\$ 18,330.00	\$ 19,784.00
Quad 4- Beds	\$ 21,972.00	\$ 18,197.00	\$ 9,233.00
Quad 4- Paved Areas	\$ 2,100.00	\$ 2,000.00	\$ 1,800.00
Quad 4 TOTAL	\$ 51,758.56	\$ 38,527.00	\$ 30,817.00

SECTION 00140 - BID FORM

TINLEY LANDSCAPE MAINTENANCE 2018
Tinley Park, Illinois 60477

BIDDER IDENTIFICATION:

Name of Bidder Beany Landscape Management
Address 15001 W. 159th St.
Lockport, IL 60491
Contact/Title Tom Rupp - Manager
Telephone 708-906-0669
Fax Number 815-838-3200
E-Mail Address TRupp@beanylandscaping.com

BID TO BE SUBMITTED TO:

Village of Tinley Park Clerks Office
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477

I. THE BID:

A. The Undersigned, representing the bidding firm named above, hereby submits a bid for all the work for the above mentioned project and further certifies that he has:

1. Thoroughly and completely examined and comprehended the Bidding Documents, including provisions of the proposed contract and the following Addenda:

Addendum No.

Date

One

12-19-17

2. Thoroughly examined and comprehended relevant portions of other available documents (e.g. plans and specifications for the existing facilities and equipment);
3. Visited the site, including a thorough tour and examination of relevant portions of the physical facilities affected by this work;
4. Familiarized with federal, state and local laws, ordinances, rules and regulations affecting and performance of this Work.
5. Studied and carefully correlated his observations with the requirements of the Construction Documents, including the availability of labor and materials;
6. Notified Architect of all conflicts, errors or discrepancies in the Bidding Documents affecting the Work and its cost;
7. Made such additional surveys and investigations as he deems necessary to determine his Bid price for work within the terms of the Construction Documents.
8. Agreed that the Work will reach final completion as noted in the Instructions to Bidders.
9. Furnish all bonds and insurance required by the bidding documents.

II. TOTAL BASE BID : Accordingly the undersigned proposes to provide the Work as described in the Contract Documents in a timely manner and to place it into satisfactory operation for the stipulated sums as follow:

A. QUADRANT 1- MOWING & MAINTENANCE 2018 CONTRACT PRICE: All work required by the Contract Documents per the accompanying details

Seventy Nine Thousand & twenty four

_____ Dollars (\$ 79,024)

B. QUADRANT 1- LANDSCAPE BED MAINTENANCE 2018 CONTRACT PRICE: All work required by the Contract Documents per the accompanying details

Five Thousand Eight Hundred
Eighty Seven

_____ Dollars (\$ 5887)

C. QUADRANT 2- MOWING & MAINTENANCE 2018 CONTRACT PRICE: All work required by the Contract Documents per the accompanying details

Thirty Eight Thousand Eight Hundred
Dollars (\$ 38,800 -)

D. QUADRANT 2- LANDSCAPE BED MAINTENANCE 2018 CONTRACT PRICE: All work required by the Contract Documents per the accompanying details

Thirty Two Thousand, Four Hundred
Sixty Six Dollars (\$ 32,466 -)

E. QUADRANT 3- MOWING & MAINTENANCE 2018 CONTRACT PRICE: All work required by the Contract Documents per the accompanying details

Seventy Three Thousand, One Hundred
+ Forty Four Dollars (\$ 73,144 -)

F. QUADRANT 3- LANDSCAPE BED MAINTENANCE 2018 CONTRACT PRICE: All work required by the Contract Documents per the accompanying details

Forty Two Thousand, Seven Hundred
Dollars (\$ 42,700)

G. QUADRANT 4- MOWING & MAINTENANCE 2018 CONTRACT PRICE: All work required by the Contract Documents per the accompanying details

Nineteen Thousand, Seven Hundred
Eighty Four Dollars (\$ 19,784 -)

H. QUADRANT 4- LANDSCAPE BED MAINTENANCE 2018 CONTRACT PRICE: All work required by the Contract Documents per the accompanying details

Nine Thousand, Two Hundred
Thirty Three Dollars (\$ 9,233 -)

BID BREAKDOWN

Complete and submit Section 00141 "Detailed Bid Breakdown" as part of Bid Submittal.

- A. PERFORMANCE BOND AND PAYMENT BOND: The undersigned states the cost of a Performance Bond (not included in Base Bid), in the amount of 100% of the contract by an approved surety company licensed to do business in the State of Illinois. The owner is in no way responsible for costs associated with performance bond and payment bonds. This cost is the responsibility of the contractor.

Bid
total
→

Two Hundred Ninety, Six Thousand, Six Hundred
Thirty Eight Dollars (\$ 296,638 -)

- B. Prices quoted herein include all material, labor, freight, sales or use tax, licenses, final clean-up and any return trips required to complete the various phases of work.
- C. BID SECURITY: Per Instructions to Bidders.
- D. PREMIUM TIME FEES: All bid prices above are based on regular-time hourly labor rates, except as specifically noted otherwise in the bidding documents. The Owner may later require certain portions of the work originally assumed and bid as regular-time work be completed during hours deemed as premium time by the Contractor. Contractor shall be compensated for such possible occurrence in mutual agreement between Contractor and Owner.

E. MARK-UP FEES: The Bidder agrees to the percentage mark-up fees stipulated in the mark-up schedule herein to be added to or deleted from the net price for changing the quantities of the work:

1. Prime Bidder's Schedule of Mark-Ups:

- a) For any work performed by the Prime bidder's own forces, not involving sub-bidders.
- b) Based on cost:
 - (1) Extra for additional work:
Overhead 10% Profit 5%
 - (2) Credit for deleted work:
Overhead 0% Profit 0%

2. Sub-Bidder's Schedule of Mark-Ups:

- a) For the Bidder any work performed by his Sub-bidder.
- b) Based on cost:
 - (1) Extra for additional work:
Overhead 5% Profit 2%
 - (2) Credit for deleted work:
Overhead 0% Profit 0%

F. SUBCONTRACTORS: The bidder proposes that this bid includes the work of the subcontractors listed below:

Trade Contractor (name, address, telephone, representative)

N/A

G. LEGAL ENTITY: The Bidder declares his legal entity as indicated by check mark (x) and inserted information as follows:

- (☒) Corporation.
- (☐) Sole Proprietor: An individual whose signature is affixed to ___ his bid.
- (☐) Partnership: State full names, titles, addresses, of all

responsible principals or partners.

Brian Beany

H. EXECUTION

Name Beany Landscape Management
(legal name of bidding entity)

By Tom Rupp
(individual authorized to act for entity)

Title Manager

Date 12-21-17

Attest Kelly Holub



Seal (if corporation)

Mowing & Maintenance- Sites Found in Mowing & Treatment Map Book

ID #	Map Grid #	Quadrant	Mowing Areas	Area (Sq Ft)	Area (Acres)	Regular Mowing	Paved Median Area Weed Control	2018 Per Mowing Price	2018 Yearly Cost (\$2 Mowings)	2019 Per Mowing Price	2019 Yearly Cost (\$2 Mowings)	2020 Per Mowing Price	2020 Yearly Cost (\$2 Mowings)
M001	1	1	Apple Pond (southwest side) and Creekmont Parkway (excluding native plantings)	45274	1.04	X		24	768	24	768	24	768
M002	2	1	80th Ave Parkways 156th-163rd st	75467	1.73	X		39	1248	39	1248	39	1248
M004	2	1	163rd St Parkway at ComEd ROW (both sides)	9257	0.21	X		20	640	20	640	20	640
M005	2	1	Hillcrest Pond (dry) north side of 163rd St. & Evergreen	255603	5.87	X		133	4256	133	4256	133	4256
M006	3	1	76th Ave Medians - 161st St to 165th Pl	151170	3.47	X		68	2176	68	2176	68	2176
M007	3	1	Helen Keller Pond and Parkway (north side of Helen Keller School)	161810	3.9	X		89	2848	89	2848	89	2848
M009	5	2	Centennial Dr/Bremontown Rd	30008	0.69	X		24	768	24	768	24	768
M010	5	2	Kingston Ct. Parkway and Brentown Dr. Median	8403	0.19	X		24	768	24	768	24	768
M011	5	2	Menards Berm Centennial Circle	13860	0.32	X		24	768	24	768	24	768
M012	5	2	Village Hall 16250 S. Oak Park Ave.	183022	4.20	X		77	2464	77	2464	77	2464
M013	4	4	Harlem Ave Median - 161st to 163rd	11847	0.27	X		22	704	22	704	22	704
M014	5	2	Oak Park Ave Parkway - east side St Bonifacio to Concrete Wall	41742	0.96	X		22	704	22	704	22	704
M015	14	1	Pond North and South side of 168th St To Cherry Hill Ave	105177	2.41	X		55	1760	55	1760	55	1760
M016	8	1	167th St Parkway, north side along Com Ed ROW	7572	0.17	X		24	768	24	768	24	768
M017	8	1	80th Ave Parkways 5 (west side) 163rd-167th st	34533	0.79	X		18	576	18	576	18	576
M019	9	1	Lake Villa Pond (perimeter)/Lake Villa Ave and 163rd St	98256	2.26	X		51	1632	51	1632	51	1632
M020	9	1	Post 7 - 164th and Harlem Ave E. side	4154	0.1	X		24	768	24	768	24	768
M021	9	4	Harlem Ave Median - 163rd to 167th	23203	0.53	X		22	704	22	704	22	704
M022	11	2	167th St Medians- Btw Harlem & Oak Park	8644	0.20	X		24	768	24	768	24	768
M025	12	2	Post 1 - 167th St Pump and Tanks 9640 167th St	73036	1.68	X		34	1088	34	1088	34	1088
M027	13	2	Easement North side of James St. Ridgeland to Leslie Ann	60910	0.55	X		20	640	20	640	20	640
M028	14	1	Cherry Hill Pond and creek side ditch north of 168th St	152931	6.49	X		148	4736	148	4736	148	4736
M029	14	1	Plum Ct Pond	105031	3.02	X		68	2176	68	2176	68	2176
M030	14	1	Creekside Ditch - east and west sides, S of 168th St	98626	2.29	X		52	1664	52	1664	52	1664
M031	8	1	167th St Parkway, south side along Com Ed ROW	6851	0.16	X		20	640	20	640	20	640
M032	15	1	Waterford Pond Easement at 169th St	9933	0.23	X		20	640	20	640	20	640
M033	15	1	Waterford Pond (dry) at 169th/ComEd ROW	152656	3.5	X		79	2528	79	2528	79	2528
M034	15	1	171st St from 84th to Gissom Dr (north side)	8182	0.19	X		20	640	20	640	20	640
M035	15	1	Pond Easement behind Gissom Middle School (17000 80th Ave)	216151	4.34	X		98	3136	98	3136	98	3136
M036	15	1	Post 5 - Bayberry Plaza Guardrail	20960	0.48	X		20	640	20	640	20	640
M037	10	1	167th St Guardrail by creek- 7606 & 7606 167th St. guardrail by creek	2396	0.05	X		20	640	20	640	20	640
M038	16	1	171st St Parkway (north side) from Olcott Ave to 80th Ave	22906	0.53	X		20	640	20	640	20	640
M039	16	1	80th Ave Parkways (east side) 167th-171st	41339	0.95	X		20	640	20	640	20	640
M041	17	1	Pond F - 168th Pl and Sandy Ln Pond (dry)	73243	1.68	X		31	992	31	992	31	992
M044	17	1	Midlophan Creek and (btw 170th St & Pl) Olcott Parkway	75035	1.68	X		36	1216	36	1216	36	1216
M045	17	1	170th Pl and Harlem guard rails E. and W. side (parkway)	7258	0.18	X		20	640	20	640	20	640
M047	17	1	170th Pl and Oketo Ave Vacant lot	7999	0.18	X		20	640	20	640	20	640
M049	17	4	Harlem Ave Median - Sandy Ln to 170th	4063	0.09	X		20	640	20	640	20	640
M050	17	1	171st St and Olcott Pond (dry) Fairmont Pond	474150	11.9	X		270	8640	270	8640	270	8640
M051	18	2	Savre Ave Easement North side Savre Ave. & 168th St.	11054	0.25	X		20	640	20	640	20	640
M052	18	2	Oak Park Ave parkway/median, 168th St to 171st	19059	0.44	X		20	640	20	640	20	640
M057	19	2	Ridgeland Ave parkway/median, 168th St to 171st	63875	1.47	X		33	1056	33	1056	33	1056
M058	19	2	Willow Lane Ditch	65368	1.5	X		34	1088	34	1088	34	1088
M059	13	2	167th St Parkway along cemetery	10714	0.25	X		20	640	20	640	20	640
M060	20	2	Andres Pond (dry)	42941	0.99	X		22	704	22	704	22	704
M061	20	2	Christopher Ct Island	3170	0.07	X		20	640	20	640	20	640
M062	20	2	Gaymelle Bridge Parkways	6450	0.15	X		20	640	20	640	20	640
M063	22	2	171st St Parkway - 92nd Ave to 94th Ave	14182	0.33	X		20	640	20	640	20	640
M064	22	2	94th Ave Parkways 171st-175th	77628	1.78	X		40	1280	40	1280	40	1280
M065	22	2	Briar and Thornwood pond (Pond J-2)	57129	1.31	X		29	928	29	928	29	928
M066	23	1	88th Ave Parkway - 1/2nd to 1/4th (both sides)	56911	0.17	X		20	640	20	640	20	640
M067	15	1	171st St Parkway - 92nd Ave to 88th Ave	50209	1.15	X		26	832	26	832	26	832
M068	23	1	Thurberry Ln/Shelland Dr Vacant Lot	24527	0.56	X		20	640	20	640	20	640
M069	23	1	171st St and Mill Run Ct Vacant Lot	16409	0.38	X		20	640	20	640	20	640
M071	23	1	175th St Parkway - Mulberry Ave to Timbers Pond	18910	0.25	X		20	640	20	640	20	640

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M072	23	1	Timbers Pond 88th Ave. & 175th St. Timbers	97180	2.87	X	1920	60	1920	60	1920	60	1920
M073	24	1	171st St Parkway - Valley Dr to 84th Ave (south side)	12618	0.29	X	640	20	640	20	640	20	640
M074	25	1	175th St Parkway - 84th Ave to creek (north side)	14539	0.52	X	640	20	640	20	640	20	640
M075	24	1	84th Ave Parkway at creek - 171st to 175th St	50668	1.16	X	832	26	832	26	832	26	832
M077	25	1	175th St Parkway at ComEd right-of-way	11750	0.09	X	640	20	640	20	640	20	640
M080	16	1	171st St Parkway - 80th to Ozark Ave (south side)	11229	0.26	X	640	20	640	20	640	20	640
M081	26	1	172nd St and 80th Ave pond easements (dry)	6730	0.15	X	640	20	640	20	640	20	640
M082	26	1	80th Ave and Donnen - pond and parkways	23938	0.55	X	640	20	640	20	640	20	640
M083	26	1	Post 3 Lift Station and 175th St Parkway - Oriole W to town homes N side	85163	1.95	X	1408	44	1408	44	1408	44	1408
M084	26	1	Post 3 - Ozark Easement west side of Ozark to Post 3 (north of 175th)	22268	0.51	X	640	20	640	20	640	20	640
M086	27	1	Post 4 - 173rd St Parkway (north side, Post 4) between Oriole Ave. & Oleander Ave.	8536	0.2	X	640	20	640	20	640	20	640
M087	27	1	175th St Parkway and Pond (dry), Oriole Ave - Oriole Ave	269482	6.02	X	4384	137	4384	137	4384	137	4384
M088	18	2	171st St Parkway at Midlothian Creek (both sides)	8995	0.21	X	640	20	640	20	640	20	640
M090	40	4	175th St and Hickory St. Triangle Easement	11074	0.4	X	640	20	640	20	640	20	640
M091	29	2	6720 North Street - Vacant Lot	11626	0.27	X	640	20	640	20	640	20	640
M093	29	2	6742 North St	19022	0.44	X	640	20	640	20	640	20	640
M093	31	2	Bull Dog Bridge 172nd St/66th Ct Parkways (north side) 67th Ct to 173rd St	27328	0.63	X	640	20	640	20	640	20	640
M095	28	2	Oak Park Ave Municipal Lot Landscape Islands (Rear Only) 17200 Oak Park Ave	2205	0.05	X	640	20	640	20	640	20	640
M096	31	2	Oak Park Ave Train Station - North St parking lot	40276	0.92	X	640	20	640	20	640	20	640
M097	29	2	Vogt Plaza	3690	0.06	X	640	20	640	20	640	20	640
M098	29	2	Old Central School Vacant Lot	144467	3.32	X	2400	75	2400	75	2400	75	2400
M099	29	2	ESDA - Safety/Fire/Public Lot (Fire Station #1) 17355 58th Ct	9745	0.22	X	640	20	640	20	640	20	640
M100	29	2	Subway Parking Lot 17217 Oak Park Av	9686	0.22	X	640	20	640	20	640	20	640
M101	31	2	Oak Park Ave Train Station - South St parking lot	36038	0.83	X	640	20	640	20	640	20	640
M102	31	2	Ridgeland Easement 64th Ct. & Ridgeland	21893	0.50	X	640	20	640	20	640	20	640
M103	31	2	Oak Forest Ave Easement (North side) 67th Ave. to Ridgeland	35240	0.81	X	640	20	640	20	640	20	640
M104	34	3	94th Ave Parkways 175th-179th	151212	3.47	X	2528	79	2528	79	2528	79	2528
M105	22	2	Fire Station #3 91st W 175th St	4130	0.09	X	640	20	640	20	640	20	640
M107	34	3	Ash and 176th - 9200 West	6834	0.16	X	640	20	640	20	640	20	640
M108	36	3	84th Ave Parkway (East Side) from 175th to 179th	18541	0.43	X	640	20	640	20	640	20	640
M109	36	3	Radcliff Pond and 175th St Parkway - just E of Humber	138191	3.44	X	2496	78	2496	78	2496	78	2496
M110	36	3	179th St Pond north side of 179th St. & 86th	148543	3.41	X	2464	77	2464	77	2464	77	2464
M111	36	3	88 Av & 175 St Parkways- 175 from Humber/88 and E side 68 from westbridge/175	11436	0.26	X	640	20	640	20	640	20	640
M113	37	3	80th Ave Parkways 175th to 179th W side	22556	0.94	X	640	20	640	20	640	20	640
M114	37	3	179th St and Queen Mary Ln Pond (dry)	75556	1.73	X	1248	39	1248	39	1248	39	1248
M115	37	3	179th St Parkways 2 - 80th to 84th (both sides)	247856	5.69	X	4128	129	4128	129	4128	129	4128
M116	37	3	Post 11 - Elevated Water Tank	11280	1.79	X	1280	40	1280	40	1280	40	1280
M117	39	3	Sandalwood guardrail	5862	0.13	X	640	20	640	20	640	20	640
M118	25	1	Bristol Park Pond (northeast sides) and 175th St Parkway (south side)	31208	0.39	X	640	20	640	20	640	20	640
M119	40	4	179th St Parkway Harlem to Sayre	20239	0.46	X	640	20	640	20	640	20	640
M120	40	4	Hickory Street Pump Station and N side of Hickory St	77386	1.78	X	1280	40	1280	40	1280	40	1280
M121	43	3	Texas Roadhouse Drive/White Eagle Drive Parkway (east)	31891	0.73	X	1408	44	1408	44	1408	44	1408
M122	43	3	Texas Roadhouse Drive/White Eagle Drive Parkway (west)	34071	0.78	X	640	20	640	20	640	20	640
M123	44	3	183rd St Parkways and Median	225641	5.18	X	640	20	640	20	640	20	640
M127	46	3	Pond South and North side 179th St and 88th, excluding native vegetation "pods"	154971	3.96	X	1600	50	1600	50	1600	50	1600
M129	45	3	Pond Newcastle Drive & Mansfield Dr	589789	11.84	X	8800	275	8800	275	8800	275	8800
M130	35	3	179th St Parkway - Golden Pheasant to Upland Dr (south side)	39410	0.90	X	640	20	640	20	640	20	640
M132	47	3	80th Ave Parkways 2 (west side)	7119	0.16	X	640	20	640	20	640	20	640
M133	47	3	80th Ave Parkway RR to 183rd St (west side)	30598	0.70	X	640	20	640	20	640	20	640
M134	47	3	Cork Road Pond and vacant lot	30635	0.70	X	640	20	640	20	640	20	640
M135	48	3	183rd St Easement - 80th Ave to 76th (south side at guardrail only)	3468	0.08	X	640	20	640	20	640	20	640
M137	48	3	Police Station 7850 183rd St	98820	2.27	X	640	20	640	20	640	20	640
M138	48	3	80th Ave Parkway RR to 183rd St (east side)	18415	0.42	X	1408	44	1408	44	1408	44	1408
M139	48	3	80th Ave Train Station	341177	7.83	X	640	20	640	20	640	20	640
M142	48	3	Berm EMA Garage (7780 183rd St)	27231	0.63	X	640	20	640	20	640	20	640
M143	48	3	Veterans Parkway Easement - 76th Ave to Timbers Drive	350668	6.78	X	4128	129	4128	129	4128	129	4128
M144	48	3	Fire Training Tower	16196	0.37	X	640	20	640	20	640	20	640
M145	40	4	Harlem Ave Median - 175th to 191st	92839	2.13	X	2080	65	2080	65	2080	65	2080

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Landscape Bed Maintenance- Sites Found in Mowing & Treatment Map Book and Monument Sign Map Book

ID #	Map Grid #	Quadrant	Name/Description	Area (Sq Ft)	Area (Acres)	Area Note Beds vs. Lawn	Landscape Bed Maintenance	Monthly Price	2016 Yearly Cost	2019 Yearly Cost	2020 Yearly Cost
MOWING & TREATMENT MAP BOOK											
M006	3	1	76th Ave Medians - 161st St to 165th Pl	151174	3.47	Mostly lawn	X	200	1400	1400	1400
M013	4	2	Harlem Ave Median - 161st to 163rd	11847	0.27	Mostly beds	X	100	700	700	700
M011	5	2	Menards Berm Centennial Circle	13890	0.32	Mostly lawn	X	100	700	700	700
M012	5	2	Village Hall 16250 S. Oak Park Ave.	133022	4.20	Mostly lawn	X	850	5950	5950	5950
M020	9	1	Post 7 - 164th and Harlem Ave E. side	4154	0.1	Mostly lawn	X	80	560	560	560
M021	9	2	Harlem Ave Median - 163rd to 167th	23203	0.53	Mostly beds	X	650	4550	4550	4550
M022	11	2	167th St Medians- Blw Harlem & Oak Park	8644	0.20	Mostly beds	X	300	2100	2100	2100
M191	11	2	Median on 163rd St (just east of Harlem)	1790	0.04	Beds	X	100	700	700	700
M025	12	2	Post 1 - 167th St Pump and Tanks 6540 167th St	73036	1.68	Mostly lawn	X	150	1050	1050	1050
M061	20	2	Christopher Ct Island	3170	0.07	Mostly lawn	X	36	252	252	252
M105	22	2	Fire Station #3 9191 W 175th St	4130	0.09	Mostly lawn	X	72	504	504	504
M193	22	3	LaGrange Rd medians (171st St to 179th St)	100262	2.30	Half and Half	X	1750	12250	12250	12250
M084	26	1	Post 3 - Ozark Easement west side of Ozark to Post 3 (north of 175th)	22268	0.51	Mostly lawn	X	100	700	700	700
M095	26	1	171st St median (just east of 80th Ave)	7389	0.17	Entirely beds	X	425	2975	2975	2975
M095	26	2	Oak Park Ave Municipal Lot Landscape Islands (Rear Only) 17200 Oak Park Ave	2205	0.05	Mostly beds	X	100	700	700	700
M097	29	2	Vogt Plaza	3650	0.08	Half and Half	X	150	1050	1050	1050
M099	29	2	ESDA - Safety/Fire/Public Lot (Fire Station #1) 17355 68th Ct	9866	0.22	Mostly beds	X	475	3325	3325	3325
M100	29	2	Subway Parking Lot 17217 Oak Park Av	9745	0.22	Mostly turf	X	72	504	504	504
M096	31	2	Oak Park Ave Train Station - North St parking lot	40276	0.92	Mostly turf	X	525	3675	3675	3675
M101	31	2	Oak Park Ave Train Station - South St parking lot	36038	0.83	Mostly turf	X	1200	8400	8400	8400
M194	44	3	183rd St Medians (from 94th Ave to 80th Ave)	24358	0.56	Half and Half	X	800	5600	5600	5600
M137	48	3	Police Station 7850 183rd St	96820	2.27	Mostly turf	X	450	3150	3150	3150
M139	48	3	80th Ave Train Station	341177	7.83	Mostly turf	X	2200	15400	15400	15400
M142	48	3	Berm EMA Garage (7780 183rd St)	27231	0.63	Mostly turf	X	100	700	700	700
M156	55	3	92nd Ave Parkway (east side) 92nd Ave. S. of 183rd parkway	42078	0.97	Mostly turf	X	600	4200	4200	4200
M145	60	4	Harlem Ave Median - 175th to 191st	92839	2.13	Mostly turf	X	225	1575	1575	1575
M171	62	4	18301 S Ridgeland Post 2 - 183rd St Pump and Tanks	130122	2.99	Mostly turf	X	100	700	700	700
M168	63	4	Fire Station #4 7801 191st St	44807	1.03	Mostly turf	X	100	700	700	700
M174	68	3	Brookside Glen Dr parcel perpendicular to Meadows Edge Trl	9431	0.22	Mostly turf	X	100	700	700	700
M169	71	3	Post #13 Brookside Glen lift stations 7408 1/2 W Ridgeland Lane	10398	0.12	Mostly turf	X	100	700	700	700
	18	2	Bed at SW corner of 170th St and Oak Park Ave, and the 6 tree p/w light pole beds immediately south of there along Oak Park Ave on the west side.	750	0.02	Entirely beds	X	100	700	700	700
MONUMENT SIGN MAP BOOK											
S03	1	1	159th/66th Gateway Sign	323	0.01	Entirely beds	X	36	252	252	252
S04	5	2	159th/ Harlem SE Gateway Sign	1056	0.02	Entirely beds	X	50	350	350	350
S04	5	2	159th SW Harlem SW Gateway Sign	697	0.02	Entirely beds	X	36	252	252	252
S02	5	2	Village Hall Entry Signs on Oak Park Ave (2 signs)	842	0.02	Entirely beds	X	72	504	504	504
S01	30	2	Zabrocki Plaza 147th St & Hickory St- Message Board Sign and Entire Plaza Area	8534	0.20	Entirely beds	X	250	1750	1750	1750
S07	42	4	175th St & Tinley Park High School Gateway Sign	253	0.01	Entirely beds	X	36	252	252	252
S08	62	4	183rd St & Ridgeland Ave- Post 2 Gateway Sign	188	0.00	Entirely beds	X	36	252	252	252
S11	65	4	Harlem and 191st St Gateway Sign	376	0.01	Entirely beds	X	36	252	252	252
S09	75	4	Ridgeland Ave & Vollmer Rd Gateway Sign	151	0.00	Entirely beds	X	36	252	252	252
TOTAL COSTS									90285	91686	91686
PER SQUARE FOOT UNIT COSTS FOR FUTURE SITE ADDITIONS											
							X	7.2	7.2	7.2	7.2

On-Demand Services

ID #	Map Grid #	Name/ Description	Area (Sq Ft)	Area (Acres)	Unit	2018 Price Per Unit	2019 Price Per Unit	2020 Price Per Unit
MOWING								
M188	51	Dunkin Donuts Retention area (N of 183rd St and E of Harlem Ave)	9675	0.22	Per Occurrence	25	25	25
M198	26	Tinley Downs	214315	4.92	Per Occurrence	275	275	275
M127	36	Town Point Basin Native Vegetation "Pods"	18000	0.41	Per Occurrence	35	35	35
		WATERING						
		Provide water truck and watering services			Per hour	65	65	65
		PLANTING/ INSTALLATIONS						
		Trees- 2.5" caliper			Each	500	500	500
		Shrub- 36" B&B			Each	85	85	85
		Shrub- 5 gallon			Each	85	85	85
		Shrub- 3 gallon			Each	75	75	75
		Perennial/ Groundcover- 1 gallon			Each	18	18	18
		Parkway Restoration			Square Yard	8	8	8
		Sod Installation			Square Yard	10	10	10
		Furnish and Install Mulch			Cubic Yard	\$48	48	48
		Furnish and Install Soil			Cubic Yard	28	28	28
		CLEANUP SERVICES						
		Tree pit weeding			Per hour	30	30	30
		Trash pickup			Per hour	30	30	30

CONTRACTOR QUALIFICATION REFERENCE SHEET

Bidders shall provide three (3) references from projects similar in scope within the last two (2) years.

MUNICIPALITY	<u>See attached</u>
ADDRESS	_____
CONTACT NAME	_____
PHONE	_____
SCOPE OF WORK	_____
MUNICIPALITY	_____
ADDRESS	_____
CONTACT NAME	_____
PHONE	_____
SCOPE OF WORK	_____
MUNICIPALITY	_____
ADDRESS	_____
CONTACT NAME	_____
PHONE	_____
SCOPE OF WORK	_____

END OF SECTION 00140



Governmental References- 2017

Mowing Services/ Joliet Park District

Larry Burich- (815) 741-7275

3000 West Jefferson Street, Joliet, IL 60435

Landscape Maintenance for Sixty Two Joliet Parks (170 Acres Mowed Weekly)

Serviced from 2012 through present, Annual Billings, about \$120,000.00

Mowing, Maintenance & Landscape Services/ City of Lockport

Jenise Lopez (815) 838-0549

921 S. State Street, Lockport, IL 60441

Landscape Maintenance for Seven Locations, various landscape jobs throughout the city

Serviced from 2008 through present, Annual Billings, about \$40,000.00

Mowing, Maintenance Services/ Glen Ellyn Park District

Dan Hopkins (630) 942-7265

185 Spring Avenue, Glen Ellyn, IL 60137

Landscape Maintenance for nineteen parks and additional landscape services provided

Serviced from 2015 through the present, Annual Billings, \$32,500.00

Mowing, Maintenance Services, Carol Stream Park District

Ron Murray (630) 784-6184

849 West Lies Road, Carol Stream, IL 60188

Landscape Maintenance for thirty parks & park facilities

Serviced from 2015 through the present, Annual Billings, \$65,000.00

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contract 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.

Beany Landscape Management [Signature]
Name of Contractor (please print) Submitted by (signature)

Manager
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.

Beany Landscape Management [Signature]
Name of Contractor (please print) Submitted by (signature)

Manager
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.

Beany Landscape Management [Signature]
Name of Contractor (please print) Submitted by (signature)

Manager
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.

Beary Landscape Management
Name of Contractor (please print)

Submitted by (signature) [Signature]

manager
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)

Beary Landscape Management
Name of Contractor (please print)

Submitted by (signature) [Signature]

manager
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.

Beaumont Management [Signature]
Name of Contractor (please print) Submitted by (signature)
manager
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. 2009-O-002.

Beaumont Management [Signature]
Name of Contractor (please print) Submitted by (signature)
manager
Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2017

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 Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg IL 60173-		CONTACT NAME: Samantha Ritchie PHONE (A/C No. Ext.): (847) 463-7305 FAX (A/C No.): (847) 440-9123 E-MAIL ADDRESS: sritchie@assuranceagency.com	
INSURED Beary Landscaping, Inc. 15001 W 159th Street Lockport IL 60491-		INSURER(S) AFFORDING COVERAGE INSURER A: Nat'l Fire Ins of Hartford 20478 INSURER B: Hanover Insurance Co. 22292 INSURER C: Valley Forge Insurance 20508 INSURER D: Continental Insurance Company 35289 INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1912923088 **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	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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. <input type="checkbox"/> LOC	Y	5099175326	12/31/2017	12/31/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000
C	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		5099175343	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		5099175312	12/31/2017	12/31/2018	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	5099175309	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> WC STATUS- TORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Leased & Rented Equipment		RHC9787411	12/31/2017	12/31/2018	Limit: \$1,000,000

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

RE: 2014 Parkway Tree Planting

It is agreed that the certificate holder is added as Additional Insured on the General Liability, when required by written contract, as respects to operations performed by the Named Insured in connection with this project.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Daniel A. Keras

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Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Beary Landscaping Inc.
15001 W 159th Street
Lockport, IL 60491

OWNER:

(Name, legal status and address)

Village of Tinley Park Public Works
16250 South Oak Park Avenue
Tinley Park, IL 60411

SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

7946 Tinley Landscape Maintenance 2018.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of December, 2017.



(Witness) Lawrence J. Spier
Manager


(Witness) Hina Azam

Beary Landscaping Inc.
(Principal) (Seal)

By: 
(Title)

Berkley Insurance Company
(Surety) (Seal)

By: 
(Title) William Reidinger, Attorney-in-Fact



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

No. BI-SurePath-a

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: William Reidinger

Assurance Agency, Ltd.
Schaumburg, IL

Surety Bond No.: Bld Bond

Principal: Beary Landscaping Inc.

Obligee: Village of Tinley Park Public Works

Amount of Bond: See Bond Form

Its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:


RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal herunto affixed this 8th day of June, 2017.

(Seal)  Attest:
By Ira S. Lederhan
Executive Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafler
Senior Vice President

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD) ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 8th day of June, 2017, by Ira S. Lederhan and Jeffrey M. Hafler who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company

MARIA C. RUNDIAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundiaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 28th day of December, 2017

(Seal) 

Vincent P. Forte
Vincent P. Forte

