
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2018-R-060

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND TED'S GREENHOUSE, INC. FOR 2018 DOWNTOWN PLANTERS**

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

**MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
JOHN A. CURRAN
Board of Trustees**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

RESOLUTION NO. 2018-R-060

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND TED'S GREENHOUSE, INC. FOR 2018 DOWNTOWN PLANTERS**

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Ted's Greenhouse, Inc., a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

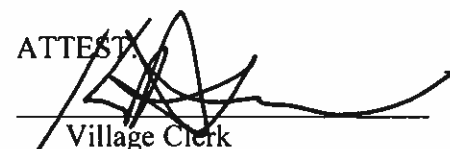
ADOPTED this 21st day of August, 2018, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

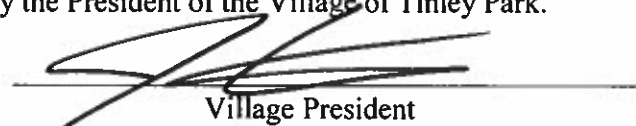
AYES: Younker, Pannitto, Berg, Brady, Glotz, Curran

NAYS: None

ABSENT: None

APPROVED this 21st day of August, 2018, by the President of the Village of Tinley Park.

ATTEST:

Village Clerk


Village President

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2018-R-060, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND TED'S GREENHOUSE, INC. FOR 2018 DOWNTOWN PLANTERS," which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 21, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this _____ day of _____ 2018.



VILLAGE CLERK

EXHIBIT 1

TED'S GREENHOUSE, INC. AGREEMENT

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 **Ted's Greenhouse Inc.**, (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 **forty nine thousand four hundred and sixty four dollars and 32/100 Dollars (\$49,464.32)**. 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 wavier or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.

IF THIS IS PREVAILING WAGE WORK:

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://labor.illinois.gov/>. 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.

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.

Ted's Greenhouse
Name of Contractor (please print)

D. W. Bueh
Submitted by (signature)

President
Title

Certificate of Compliance with Illinois Human Rights Act

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

Ted's Greenhouse
Name of Contractor (please print)

D. W. Bueh
Submitted by (signature)

President
Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, ^{less than} **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.

NOT APPLICABLE
Name of Contractor (please print)

Submitted by (signature)

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.

Ted's Greenhouse

Name of Contractor (please print)

DMU Bini

Submitted by (signature)

President

Title

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

The undersigned hereby certifies that:

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

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

Ted's Greenhouse

Name of Contractor (please print)

David W. Bernali

Submitted by (signature)

President

Title

10-08-18:11:44AM:Village of Tinley Park

[NAME OF CONTRACTOR]

BY: Daniel W Biehn

8/21/18
Date

Printed Name: Daniel W Biehn

Title: President

VILLAGE OF TINLEY PARK

BY: [Signature]
Mayor
(required if Contract is \$10,000 or more)

8/21/18
Date

ATTEST:

[Signature]
Village Clerk
(required if Contract is \$10,000 or more)

8/21/18
Date

VILLAGE OF TINLEY PARK

BY: [Signature]
Village Manager

8/28/18
Date

EXHIBIT A

Scope of Professional Services

Attached scope of work for seasonal planter installation and maintenance services as detailed in:

- 2018-RFP-009 Tinley Downtown Planters 2018



**The Village of Tinley Park, Illinois
REQUEST FOR PROPOSALS**

2018-RFP-009 - Tinley Downtown Planters 2018

The Village of Tinley Park (VOTP) seeks a proposal from a capable Contractor to coordinate and provide seasonal planter installation and maintenance services. The Contractor shall perform the following general services on a rotating schedule throughout the year.

- Planter installation services on Village owned or public ROW sites, including the planters themselves, soil mix and plant material.
- Regular planter maintenance services on Village owned or public ROW sites.
- Planter breakdown, removing and replacing to and from storage during times when planters are not in use.

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

GENERAL REQUIREMENTS: Submit six (6) packets. Submit **one (1) original plus five (5)** complete copies of the proposal.

SUBMISSION LOCATION: Village of Tinley Park- Clerk's Office
16250 South Oak Park
Avenue Tinley Park, IL
60477

SUBMISSION DATE: Wednesday, August 8, 2018 at 12:00 pm

Proposals received after the time specified will not be opened.

CONTACT / QUESTIONS: Submit questions via email to:

Mitch Murdock at Mitchell.murdock@site-design.com
Questions are required no less than seven (7) business days prior to the proposal opening date. **Absolutely no informal communication shall occur regarding this RFP, including requests for information, or speculation between responders or any of their individual members and any Village elected official or employee. All questions will be answered with a copy of the question and answer to each proposer.**

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

- *Notice of RFP (1 Page)
- *I. General Terms and Conditions (2 pages)
- *II. Background (1 page)
- *III. Scope of Services (3 Pages)
- *IV. Requirements and Expectations (1 Page)
- *V. Plans, Specifications, Maps and Additional Information (10 Pages)

I. GENERAL TERMS AND CONDITIONS

1.Negotiations:

The Village of Tinley Park reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP.

2.Confidentiality.

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

3.Reserved Rights:

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

4.Incurred Costs:

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

5.Award:

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

6.Discussion of RFP:

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

7.Contract Period:

This annual contract period is anticipated to begin on October 1, 2018 and end on September 30, 2019.

8.Responsibility & Default:

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

9.Payments:

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

10.Interpretations or Correction of Request for Proposals:

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

11. Addenda:

Addenda are written instruments issued by the Village of Tinley Park prior to the date of receipt of responses to the RFP, which modify or interpret the RFP by addition, deletions, clarifications, or corrections. Addenda will be placed on the Village website at www.tinleypark.org/RFP.

12. Taxes:

The Village is exempt from paying certain Illinois State Taxes.

13. Non-Discrimination:

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

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

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

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

- b. **General Liability:**

General Aggregate Limit \$2,000,000

Each Occurrence Limit \$1,000,000

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

General Aggregate Limit \$2,000,000

Each Occurrence Limit \$1,000,000

- d. **Comprehensive Automobile Liability, Bodily Injury, Property**

Damage: General Aggregate Limit \$1,000,000

Each Occurrence Limit \$500,000

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

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

15. Change in Status:

The Contractor shall notify The Village of Tinley Park immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another

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

16. Precedence:

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

17. Submittal and Evaluation Factors:

The contract will be awarded to the Contractor determined by the Village of Tinley Park to be in the best interest of the Village, who meets or exceeds the criteria and provisions sought by the Village. The Village reserves the right to reject any or all responses or to waive any details in the responses received whenever such rejection or waiver is in the best interests of the Village. The Village also reserves the right to reject the RFP of a Contractor who has previously failed to satisfactorily perform a contract. The Village of Tinley Park reserves the right to award the contract to a Contractor who is not the lowest cost; however, cost is an important factor in the selection of a Contractor.

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

- A. Ability to complete required work in a timely manner;
- B. Experience with other Municipalities;
- C. Demonstrated creativity and expertise in planter design and maintenance;
- D. Communication with the Village; and
- E. References.

II. BACKGROUND

The Village of Tinley Park (VOTP) in its role of beautifying and maintaining certain properties in the public realm, seeks a proposal from a capable Contractor to coordinate and provide seasonal planter installation and maintenance services. The Contractor shall perform the following general services on a rotating schedule throughout the year. The VOTP has various types of planters, mostly focused around the downtown area along Oak Park Avenue. The Contractor is responsible for the installation and maintenance of plant material in approximately 67 planters and 135 hanging baskets. The planter layouts, designs and plant material for each type of planter and the required seasonal rotations will be proposed by the Contractor, and submitted to the VOTP Street Superintendent for approval. Guidance and direction related to the expectations of planter designs will be provided by VOTP. Each planter listed shall be planted with up to five rotating seasonal planting palettes. Contractor shall propose the species, size, and quantity of plant material, to be approved by VOTP prior to installation. Plant schedules for quantities, species and sizes will be provided at the time the award is made to the successful contractor. The Street Superintendent or authorized representative will supervise all work by the contractor during each installation in addition to the transplanting, division, and replacement of existing plant material. Work shall not begin until the contractor has provided and received approval for the soil mix sample and the proposed plant list. Approval shall come from the Street Superintendent or an authorized representative.

III. SCOPE OF SERVICES

It is the responsibility of the successful Responder to locate, deliver to the site, and keep in good health all plant material specified for each seasonal rotation. All flowering plants should be budding/newly flowering at time of planting. All work shall be completed as specified in a timely manner.

1. Planter Quantities and Locations

- A. The specific locations and quantities are listed on the table below and shown on EXHIBIT A- List of Planters and Containers. The VOTP reserves the right to increase or decrease quantities of planters and/or change locations as they see necessary.

2. Seasonal Rotations:

See planters & containers list for quantities and program for each planter type.

A. Early Spring Installation

The early spring rotation shall be installed no later than **March 1, 2019**, (the Streets Superintendent can approve a later date if weather does not permit) and be maintained through **March 31, 2019**, unless otherwise directed by the Streets Superintendent or an authorized representative. The planter design shall have a St. Patrick's Day theme, which should include some whimsical decorations (shamrocks, leprechauns, etc.) that may be reused in future years.

B. Spring Installation

The spring rotation shall be installed no later than **April 1, 2019**, (the Streets Superintendent can approve a later date if weather does not permit) and be maintained through **May 31, 2019**, unless otherwise directed by the Streets Superintendent or an authorized representative.

C. Summer Installation

The summer rotation shall be installed no later than **June 1, 2019**, (the Streets Superintendent can approve a later date if weather does not permit) and be maintained through **September 30, 2019**, unless otherwise directed by the Streets Superintendent or an authorized representative. Clean up of spent plant material and cutting back of ornamental grasses shall be performed by contractor before the summer rotation is installed and shall be incidental to the contract.

D. Fall Installation

The fall rotation shall be installed no later than **October 1, 2018**, (the Streets Superintendent can approve a later date if weather does not permit) and be maintained through **November 30, 2018**, unless otherwise directed by the Streets Superintendent or an authorized representative. The planter design shall have an Autumn theme, which should include some whimsical decorations (cornstalks, plastic pumpkins, etc.) that may be reused in future years.

E. Winter Installation

The winter rotation shall be installed no later than **December 1, 2018**, (the Streets Superintendent can approve a later date if weather does not permit) and be maintained through **February 28, 2019**, unless otherwise directed by the Streets Superintendent or an authorized representative. The planter design shall have a holiday season theme, which should include some whimsical decorations (wreaths, plastic candy canes, etc.) that can be reused in future years, as well as seasonal decorations such as evergreen boughs and pine cones.

F. In-Ground Planters at Train Station

The program for the in-ground planters at the train station includes three seasonal rotations, summer, fall and winter. Note that the planters all have some existing plant material in them, mostly gro-low sumac. The intent is for the open areas in the corners to be decorated with this planter program. Also note that the two in-ground planters on the north side of the tracks have ceramic planters in them so those two will be slightly more involved in terms of design. The rest on the south side of the tracks are not getting ceramic planters added, just plantings.

G. Hanging Lightpole Baskets

The program for the hanging baskets on the light posts includes two seasonal rotations, one for spring and one for summer. There are 2 sets of inserts for each basket. The inserts will be provided to the contractor so they can be pre-planted, in order to maximize their visual impact when they are installed, and have a seamless transition between spring and summer planting rotations when they switch. Plant material selections to be approved by VOTP. The program also includes installation and removal of the baskets themselves at the beginning and end of the display season, and delivery to and from the Public Works facility for off-season storage. These are to be done at the beginning and end of the season respectively. Exact timing to be determined by and coordinated with VOTP.

H. Midlothian Creek Bridge Planters

The program for the bridge planter boxes includes one seasonal rotation for the summer. The required work includes installation and removal of the planter boxes at the beginning and end of the planter display season, and delivery to and from the Public Works facility for off-season storage. Exact timing of installation and removal is to be coordinated with the Village, and is at the discretion of the Village.

I. Tinley Park Library Planters

The program for the Tinley Park Public Library (TPPL) planters includes four seasonal rotations, which excludes early spring. The required work includes installation and removal of the planter boxes at the beginning and end of the planter display season, and delivery to and from a designated storage area at the TPPL. Exact timing of installation and removal is to be coordinated with the TPPL, and is at the discretion of the TPPL. The pricing tab also includes lines for removing and disposing the existing planters from the site, as well as providing new planters and self-watering inserts for the TPPL, per the specifications included with this RFP.

3. Maintenance

All planters shall be weeded weekly and kept clean and free of trash or other debris. Fertilizer shall be applied as needed to keep all plantings vigorous, attractive and exhibiting healthy growth throughout the growing season. Maintenance work shall include plant removals at the end of each seasonal display as the new display is being installed.

4. Watering

The contractor shall water all planters as needed at the amounts needed to maintain plant health and attractive appearance throughout the year. Additional watering may be required by the Village during drought or exceptionally hot weather. Water shall be provided by the Village at no cost for this contract, but all water must be metered. Watering trucks shall be equipped with functional hazard warning lights and a triangular red and orange slow-moving vehicle emblem meeting IDOT specifications. All employees shall wear IDOT approved high-visibility safety vests or T-shirts when working along roadways.

5. Replacement Material

Replacement of missing, vandalized or stolen plants, transplanting, replanting, and division and replanting of grasses and perennials shall be at the direction of the Streets Superintendent as an approved on-demand service to be determined through a separate proposal, not as part of this base proposal. Plant material lost due to poor maintenance will be replaced at the cost of the Contractor.

IV. SUBMITTAL REQUIREMENTS

1. Pricing- Must be included in the proposal, broken down by each type of planter as listed on the detailed pricing tab.
2. Plant Schedule and Design Summary- Responder shall provide list of plants and decorations, sizes, and individual prices that would be used for each type of planter, along with any short narrative that may be needed to clarify the approach taken towards the design.
3. Soil- Responder shall specify a planting mix to be used in each of the planter types. Fill all planters with approved planting medium as required to a finished grade within one inch (1") of top of planter.
4. References and Qualifications- Responder shall include three (3) references from past projects with a similar scope of work.
5. Images- Responder shall include at least six (6) images as part of their proposal. Images should indicate the project location and demonstrate creative planter installations installed and maintained by the proposer on at least three (3) different projects of similar scope.

V. REQUIREMENTS AND EXPECTATIONS

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

1. The Contractor shall perform all work in accordance with Federal, State, and Local laws, regulations, codes and ordinances;
2. The Contractor must be able to receive requests via e-mail.
3. The Contractor is expected to have all necessary supplies, equipment, personnel, and skills to complete the project in a timely manner;
4. Hours of work are 7:00 AM through 7:00 PM, Monday through Friday, and between 9:00 AM and 5:00 PM on Saturday, unless authorized at the sole discretion of VOTP.
5. The Village has several special events throughout the year, typically held in the downtown area which may require planter maintenance work to be completed immediately beforehand so the sites are looking their best. These events include but are not limited to the Caribbean Block Party (usually around the 3rd Sunday in July), Farmers markets, music performances and movie showings.
6. The surrounding area shall have a neat, professional looking appearance upon completion of the job, and
7. All contractor employees shall wear suitable uniforms during the time they are on Village property or public ROW areas.

VI. CONTRACT TERMINATION:

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

ADDENDUM NO. 1

Tinley Downtown Planters 2018
2018-RFP-009
Tinley Park, Illinois 60477

August 1, 2018

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

1) Questions and Answers

- a. Question 1: There are no dimensions listed for Planters A, B, C and the Hanging Baskets. Do you have those available?
 - i. Answer 1: The Village does not have exact measurements for all those dimensions at this time. However, the planters and hanging baskets are all currently out on the street or in other public places for anyone to go see them in person if they should so choose.
- b. Question 2: Can you clarify a discrepancy for the Hanging Planters please. On 00142 Detailed Bid Tab (1) it indicates one seasonal rotation, summer, for the hanging baskets. On Exhibit A: A List of Planters and Containers it indicates 2 Installations, spring and summer. Which is correct?
 - i. Answer 1: The correct number is 2 installations, spring and summer. The bid tab has been updated to reflect this.

END OF ADDENDUM 1

ADDENDUM NO. 2

Tinley Downtown Planters 2018

2018-RFP-009

Tinley Park, Illinois 60477

August 6, 2018

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

1) Changes

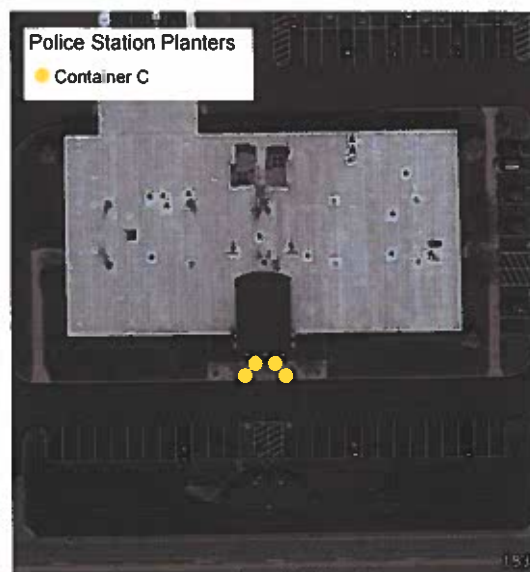
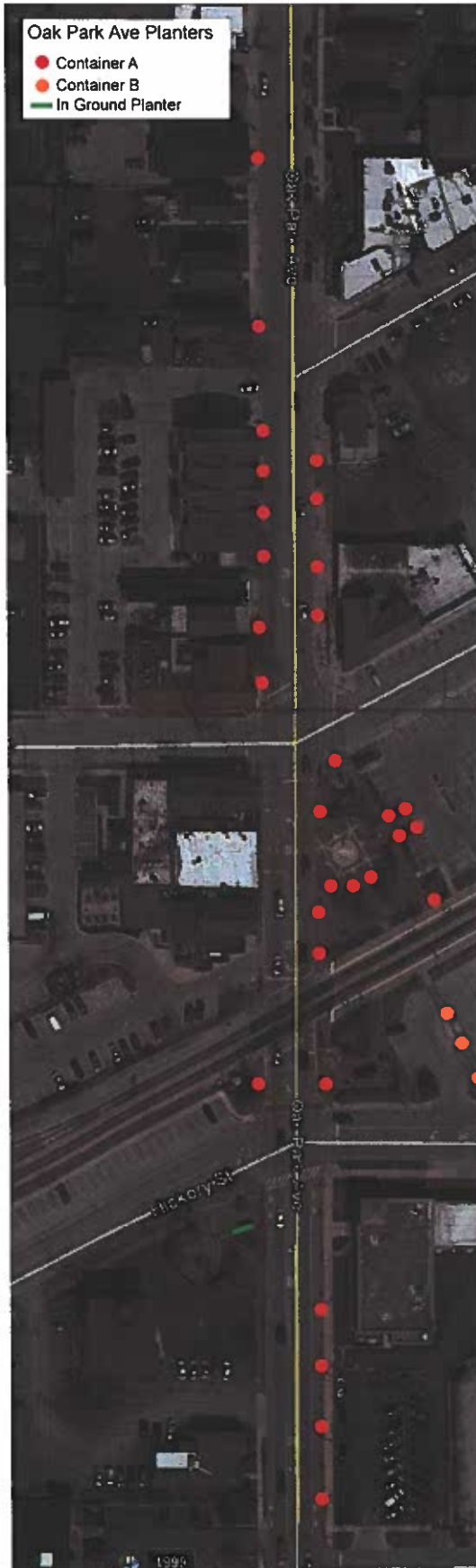
- a. The bid pricing tab has been updated. It notes: "cost per planter includes work done according to all of the details, requirements and specifications per the RFP documents, but does not include the price to disassemble and transport planters to and from storage". All of the items that list N/A under the "disassemble and transport to/from" column do not require disassembly and/or transport as part of this work. This column has been updated so that the only items requiring this additional pricing are the hanging baskets and the library planters (type D&E).

2) Clarifications

- a. There is no earth moving or hardscape installation to be completed as part of this project, as the work consists of designing, installing, and maintaining annual plant material arrangements for planters. Based on our interpretation of the information below, this would not be a prevailing wage project.

<https://www.illinois.gov/idol/FAQs/Pages/Landscaping.aspx>

END OF ADDENDUM 2







Planter Type A



Planter Type B



Planter Type C



Bridge Planters



Basket Planter



In Ground Planter



Light Pole Base Planter



Vogt Plaza Planter

EXHIBIT A: VILLAGE OF TINLEY PARK LIST OF PLANTERS & CONTAINERS					
	Location	Details	Planter Type	Quantity	Seasonal Rotations
DOWN-TOWN TINLEY PARK	Oak Park Avenue	17260 Oak Park Ave	Container A	1	All 5
	Oak Park Avenue	17302 Oak Park Ave	Container A	1	All 5
	Oak Park Avenue	17313 Oak Park Ave	Container A	2	All 5
	Oak Park Avenue	17314 - 17322 Oak Park Ave	Container A	4	All 5
	Oak Park Avenue	17326 Oak Park Ave	Container A	2	All 5
	Oak Park Avenue	17329 Oak Park Ave	Container A	2	All 5
	Oak Park Avenue	Zabrocki Plaza	Container A	12	All 5
	Oak Park Avenue	East Side of Oak Park Ave - South of Tracks	Container A	1	All 5
	Oak Park Avenue	West Side of Oak Park Ave - South of Tracks	Container A	1	All 5
	Oak Park Avenue	Citibank	Container A	4	All 5
	Midlothian Creek Bridge	Along Oak Park Av E & W sides (60' long each)	Planter Boxes	2	1 Installation (Summer)
	Oak Park Av Train Station	Tubs West of Cavallini's	Container B	3	All 5
	Oak Park Av Train Station	Tubs on West Side of Parking Lot, South of Tracks	Container B	3	All 5
	Oak Park Av Train Station	By Kiss 'N Ride light posts	Light Pole Base	6	All 5
	Oak Park Av Train Station	In Circle around Terminal Building (2 N of Tracks, 6 S of Tracks)	In ground	8	3 (Summer, Fall, Winter)
	Oak Park Av Train Station	North of Tracks	Light Pole Base	2	All 5
	Oak Park Av Train Station	North of Tracks	Container C	1	4
	Vogt Plaza	N side of lightboard sign	In ground	1	1 Installation (Summer)
	Hanging Baskets	Mostly Oak Park Ave (See Planter Location Maps)	Hanging basket	135	2 Installations (Spring, Summer)
TINLEY PARK VILLAGE FACILITIES	Village Hall		Container C	1	5
	Police Station		Container C	4	5
	TP Public Library		Container D	4	4 (No early Spring)
	Tinley Park Public Library		Container E	2	4 (No early Spring)

TOTALS	Container A	30
	Container B	6
	Container C	6
	Container D	4
	Container E	2
	Bridge Planter Boxes	2
	In ground planters	9
	Light Pole Base	8

TOTAL PLANTERS 67

TOTAL HANGING BASKETS 135

* ALL NUMBERS ARE APPROXIMATE AND MAY VARY OR BE CHANGED.

Downtown Planters 2018
Village of Tinley Park, IL

A: VOTP PLANTERS

Description	Seasonal Rotations	Est. Qty.	Disassemble and Transport to/from Storage (Each)	2018-19 Cost Per Planter*
Ongoing Planter Program:				
Container A	5	30	N/A	
Container B	5	6	N/A	
Container C (Village Hall & Police Station)	5	5	N/A	
Container C (Train Station)	4	1	N/A	
Bridge Planter Boxes (60' long each)	1	2	N/A	
In ground planters (Train Station)	3	8	N/A	
In ground planters (Vogt Plaza sign board)	1	1	N/A	
Light Pole Base Planters (Train Station)	5	10	N/A	
Hanging Baskets (Oak Park Ave & Others)	1	135		

B: LIBRARY PLANTERS

Description	Seasonal Rotations	Est. Qty.	2018-19 Cost Per Planter*
Remove and Dispose of Existing Planters	N/A	LS	
Provide New Planters as Specified:			
Container D	N/A	4	
Container E	N/A	2	
Provide New Watering Inserts as Specified:			
Container D Insert	N/A	4	
Container E Insert	N/A	2	
Ongoing Planter Program:			
Container D	4	4	
Container E	4	2	

*Cost per planter includes work done according to all of the details, requirements and specifications per the RFP documents, but does not include the price to disassemble and transport planters to and from storage.

LEGEND

- 



1



Control Number



Tinley Library Planters

7861 Timber Dr.
Tinley Park, IL 60477



BY THE COURT:

Part #	Description	Chain Involvement
40	REP	07/11/2013

Project No: 7781	
Date: 17	Re: 7781 globe Ang
Classified: N/A	Exempt: N/A NOTED
Approved: BM	

**01010 – SUMMARY OF WORK
TINLEY PARK PUBLIC LIBRARY- PROPOSED PLANTERS**

PART 1 - GENERAL

1.01 Project Description

- A. This portion of the project consists of landscape improvements on site at the Tinley Park Public Library. Project related information is as follows:

1. Site Name: Tinley Park Public Library
2. Project Location: 7851 Timber Dr, Tinley Park, IL 60477. The area of work is the front entry at the north side of the building.
3. Owner: Tinley Park Public Library (TPPL)
4. Landscape Architect: site design group, ltd. (*site*)

- B. The site improvement work consists of, but is not limited to:

1. Work shall include the installation of approximately 6 planters. Planting soil and perennial plant material to be installed per RFP specifications. Work shall include all labor and materials necessary to complete the landscape improvements as specified.

1.02 Contractor use of Premises

- A. General: During the project period the Contractor shall have full access to the premises for construction operations, from 7 AM to 7 PM daily, beginning on August 15, 2018.
- B. Library shall remain open during this construction project, however the sidewalks immediately surrounding the project area may be temporarily closed during the time when construction activities are active.
- C. Contractor shall maintain public access to front main entry of TPPL and from emergency exit on western corner of the north façade during construction, providing all necessary safety measures such as barricades, fencing, signage, and walkways.
- D. The Contractor is responsible for the repair and/or replacement of areas damaged by project operations.
- E. All damaged areas shall be restored to the existing condition after project is complete.

1.03 Contractor Responsibilities

- A. The Contractor's responsibilities include, but are not limited to:
1. Minimizing disruption to curbs, pavement and parking lot traffic.
 2. When required, provide traffic protection and control.
 3. Secure all required work permits.

END OF SECTION

SECTION 12 93 00

SITE FURNISHINGS- LIBRARY PLANTERS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes site furnishings as indicated.

1. 36" Square Tournesol Planters
2. 36"x24" Rectangle Tournesol Planters
3. Pot Risers

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For each exposed finish, not less than 12-inch long tubular sections, or other samples indicating material finish and color.
- C. Maintenance Data: To include in maintenance manuals. Include manufacturer's recommended methods for repairing damage to the finish. Include cleaning procedures or products that may be detrimental to surface finish.

1.3 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
- B. Anchors: Furnish not less than five (5) percent of quantity installed of each type, but not less than five.

PART 2 - PRODUCTS

2.1 36" Square Tournesol Planters

- A. Centurion Collection, CNR-3600. Manufactured by Tournesol Siteworks, 2930 Faber Street, Union City, CA, 94587 USA, 800-542-2282, and distributed locally by Brian Mitalo, 847-867-9290, bmitalo@tournesolsiteworks.com.
- B. Provide accompanying irrigation model # CWM-R2020-MS.
- C. Planting Soil: Fafard Professional Potting Mix.

- D. Color: Chaparral
- E. Finish: Sand Blast

2.2 36"x24" Rectangle Tournesol Planters

- A. Model: Centurion Collection, CNR-362430. Manufactured by Tournesol Siteworks, 2930 Faber Street, Union City, CA, 94587 USA, 800-542-2282, and distributed locally by Brian Mitalo, 847-867-9290, bmitalo@tournesolsiteworks.com.
- B. Provide accompanying irrigation model # CWM-R1120-2k.
- C. Planting Soil: Fafard Professional Potting Mix.
- D. Color: Chaparral
- E. Finish: Sand Blast

2.3 Pot Risers

- A. Model: 1"x1"x1/2" ht. Manufactured by Pot Risers Inc., 4719 Fobes Road, Snohomish, WA 98290 USA, 206-240-5579, sales@potrisers.com.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance of the Work.
- B. Do not proceed with work until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated.
- B. Unless otherwise indicated, install site furnishings after landscaping and paving have been completed.
- C. Install site furnishings level, plumb, true, and securely anchored at locations indicated in the Drawings.
- D. Fit exposed connections accurately together to form tight, hairline joints.
- E. Perform cutting, drilling, and fitting required for installation of site furnishings.

- F. Set work accurately in location, alignment and elevation plumb, level, true, non-rocking and free of rack, measured from established lines and levels. Do not weld, cut, or abrade surfaces of components which have been coated or finished after fabrication, and are intended for field connection by mechanical means without further cutting or fitting.

3.3 ADJUSTMENT AND CLEANING

- A. Protect finishes of all items from damage during construction by use of temporary protective coverings approved by manufacturers. Remove protective covering immediately before Preliminary Acceptance / Substantial Completion.
 - 1. Restore finishes damaged during installation and construction period so that no evidence remains of correction work. Return items which cannot be refinished in the field to the shop; make required alterations and refinish entire unit or provide new units as required.

END OF SECTION

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/20/2018

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

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

PRODUCER
1-800-851-7740
Florists' Mutual Insurance Company/Hortica,
Florists' Insurance Services Inc
P O Box 428
1 Horticultural Lane
Edwardsville, IL 62025

INSURED
Dan's Greenhouse Inc, Ted's Greenhouse Inc

16930 South 84th Avenue

Tinley Park, IL 60487

CONTACT NAME: Jackie Brooks (Account# 772)
PHONE (A/C, No, Ext): 800-851-7740 ext: 6551965 FAX (A/C, No): 866-819-9256
E-MAIL ADDRESS: jackie.brooks@hortica.com

INSURER(S) AFFORDING COVERAGE
INSURER A: FLORISTS MUT INS CO NAIC# 13978

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 54016573

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SURR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BP11683	02/15/18	02/15/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		FMA007991	02/15/18	02/15/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UM/RBIL LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		EX08712	02/15/18	02/15/19	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCN29290	02/15/18	02/15/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Village of Tinley Park as their interests may appear per attached forms L 2031 (07/12) and IL FM 01 (01/12).
Re: Tinley Downtown Planters 2018.

CERTIFICATE HOLDER

Village of Tinley Park
16250 S Oak Park Ave
Tinley Park, IL 60477

USA

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:

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS BLANKET ADDITIONAL INSURED - WHEN REQUIRED BY WRITTEN CONTRACT

ONGOING & COMPLETED OPERATIONS – BLANKET WAIVER OF SUBROGATION – PRIMARY & NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE (optional - see Paragraph A.)

Name Of Person(s) Or Organization(s) as required by "written contract":	Location(s) And Description of Covered Operations per the "written contract":

A. ADDITIONAL INSURED - CONTRACTORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) you are required by a "written contract" to add as an additional insured on this Coverage Part.

The "written contract" requirement for additional insured status is automatically fulfilled for any additional insured shown in the Schedule above.

B. Coverage provided to such additional insured(s) is limited as follows:

1. ONGOING OPERATIONS:

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (a) Your acts or omissions; or
 - (b) The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations as specified in the "written contract".

2. COMPLETED OPERATIONS:

(a) Such person(s) or organization(s) is an additional insured with respect to liability included in the "products-completed operations hazard" for "bodily injury" or "property damage" caused, in whole or in part, by "your work" only if:

- i. The "written contract" requires you to provide the additional insured such coverage; and
- ii. "Your work" included in the "products-completed operations hazard" is limited to the location designated and described in the "written contract".

(b) Such coverage for the additional insured ends at the earliest of the following:

- i. The date specified in the "written contract"; or
- ii. Five years from the completion of "your work" included in the "products-completed operations hazard" as designated and described in the "written contract".

3. Coverage provided to such additional insured(s) described in Paragraph A is limited as follows:

- (a) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (b) Will not be broader than the lesser of what is afforded to you under this Coverage Part or that which you are required by the "written contract" to provide for the additional insured.
- (c) Does not apply to any person(s) or organization(s) covered as an additional insured on any other endorsement attached to this Coverage Part.

C. ADDITIONAL INSURED - EXCLUSIONS

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. The sole negligence of the additional insured.
2. The rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

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

D. ADDITIONAL INSURED - LIMITS

With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the "written contract"; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. ADDITIONAL INSURED – PRIMARY AND NONCONTRIBUTORY

SECTION IV– COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. OTHER INSURANCE is amended for the additional insured by the addition of the following, superseding any provision to the contrary:

If required by "written contract", this insurance is primary to and will not seek contribution from any other insurance maintained by an additional insured under your policy if the additional insured is a Named Insured under such other insurance.

F. ADDITIONAL INSURED - DUTIES:

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS 2. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT are amended to add the following conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practical:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance.
2. Provide us any written documentation which triggered additional insured status or waiver of recovery rights.
3. Provide us copies of all legal papers received and otherwise cooperate with us in the investigation, defense or settlement of the claim or suit".

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

G. ADDITIONAL INSURED – DEFINITIONS:

SECTION V – DEFINITIONS is amended for this endorsement by the addition of the following:

1. "Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the written contract or written agreement:

- (a) Is effective during the term of this Coverage Part; and
- (b) Was signed by you prior to the "bodily injury", "property damage" or "personal and advertising injury" offense applicable to this Coverage Part; and
- (c) Pertains to your ongoing operations or "your work" included in the "products-completed operations hazard" for the additional insured.

2. The definition of "insured contract" is modified for the additional insured as follows:

Paragraph f. of the "insured contract" definition does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard" unless required by the "written contract".

H. BLANKET WAIVER OF SUBROGATION

SECTION IV– COMMERCIAL GENERAL LIABILITY CONDITIONS, **8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of subrogation we may have against any person(s) or organization(s) with whom you have signed a written contract or written agreement that requires such a waiver.

This waiver applies only if the written contract or written agreement is:

1. Signed by you prior to the "bodily injury", "property damage" or "personal and advertising injury" offense applicable to this Coverage Part and;
2. Effective during the term of this Coverage Part and is an "insured contract" and;
3. Applicable to your ongoing operations or "your work" included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION
FOR DESIGNATED PERSON(S) OR ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE OF PERSON(S) OR ORGANIZATION(S)

Name and Mailing Address:

Village of Tinley Park
16250 S Oak Park Ave
Tinley Park, IL 60477

**Number of Days' Notice
Prior to Effective Date of
Cancellation:**

30

Should this policy be cancelled, as a courtesy to you we agree to send by first-class mail a copy of your written notice of cancellation to the mailing address of the person(s) or organization(s) listed in the Schedule above. These scheduled entities requested such notice and their names and addresses were provided to us by you, your additional insured or your agent.

Cancellation notices for any statutorily permitted reason other than non-payment of premium will be mailed the number of days shown in the Schedule above.

Cancellation notices for non-payment of premium will be mailed at least ten days prior to the effective date of cancellation.

If notice is mailed, proof of mailing to the address shown in the Schedule above will be sufficient proof of notice. In no event will notice of cancellation be less than the

minimum number of days required by the jurisdiction to which this endorsement applies.

Our obligation to send notice to the person or organization listed in the Schedule above will terminate at the earlier of the current policy period expiration or when you no longer have a legal or contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation.

Failure by us to mail such notice will not impose liability of any kind upon us or our agents, nor will it amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.



TARGET PROFESSIONAL PROGRAMS

A Division of CRC Insurance Services

Miscellaneous Professional Liability

Quotation

☒ New ☐ Renewal

October 01, 2018

Producer:

Florists Insurance Service, Inc. DBA Hortica Brokerage

#1 Horticultural Lane

Edwardsville IL 62025

Named Insured: Dan's Greenhouse Inc dba Ted's Greenhouse

Reference Number: APP52360144

Address: 16930 S. 84th Ave

Tinley Park, IL 60487

Coverage: Miscellaneous Errors & Omissions

Policy Period: 10/15/2018 to 10/15/2019 at 12:01a.m. local standard time

Policy Form: Brit Misc 002

Professional Service Description: Landscape Designer
Mechanical & Maintenance Services

Limits:	\$1,000,000	Each Claim, incl. Claim Expenses
	\$1,000,000	Annual Agg incl. Claim Expenses
Deductible:	\$ 0	Each Claim incl. Claim Expenses
Premium:	\$1,000.00	
	\$35.00	IL Surplus Lines Tax
	\$1.00	IL Stamping Fee
	\$100.00	Policy Fee

Total Premium: \$1,136.00

Retroactive Date Inception

Security: Underwriters at Lloyd's, London

☐ Admitted ☒ Non-Admitted

Subject to receipt, review and acceptance of the following: (PRIOR TO BINDING)

Satisfactory signed & dated Hortica Application, prior to binding

Subject to completed Surplus Lines Affidavit, within 20 days of binding

Endorsements:

NMA2868 Lloyd's Jacket (All Pages)

SLC-3USA MiscProf Declaration Page form SLC-USA

FormsList Forms List

ILP001 OFAC Advisory Notice

LSW1001 Several Liability Notice

NMA1998 Service of Suit Clause (USA)

NMA1477 Radioactive Contamination Exclusion Clause

NMA1256 Nuclear Incident Exclusion Clause

Brit Misc ERP Endorsement to Purchase ERP

LSW1212 Non-payment of premium endt

LMA3100 Sanctions Limitation and Exclusion Clause

NMA1331 Cancellation Clause

MISC 049 LANDSCAPE ARCHITECTS EXCLUSION

Conditions:

Limit & deductible includes Claim Expenses

Target Professional Programs is responsible for Surplus Lines Tax filing

This quote is valid for 30 days. Please review it carefully, as the terms of any policy bound based on this quote will be limited to the above.

This quote is through a surplus lines carrier on whose behalf we are authorized to act. Compliance with applicable laws including filings and payment of taxes and fees is the responsibility of the insured, the insurance agent or insurance broker. If coverage is bound, please advise the license number of the producer making the filing.

This quote is strictly conditioned upon no material change in risk occurring between the date of this letter and the inception date of the proposed policy (including any claim or notice of circumstances which may reasonably be expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal or replacement). You must immediately advise the insurer in the event of such change of risk and the insurer may in its sole discretion, whether or not this quote has already been accepted by the applicant and whether or not the proposed policy term has commenced, modify and/or withdraw this quote.

In order to complete the underwriting process, we require that you send us any additional information requested above. We are not required to bind prior to our receipt and underwriting approval of the above information. However, if we do bind coverage prior to such approval, the terms and conditions as indicated above can be amended by the insurer until such receipt and acceptance.

Please be advised that if coverage is bound, premium must be remitted by the due date on the invoice or you risk having the policy cancelled or considered void.

Thank you for the opportunity to quote.