
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2019-R-015

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
RIDGE LANDSCAPE SERVICES OF FRANKFORT, ILLNOIS FOR THE 2019 MOWING**

**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**

RESOLUTION NO. 2019-R-015

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
RIDGE LANDSCAPE SERVICES OF FRANKFORT, ILLINOIS FOR THE 2019 MOWING**

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered authorizing an Contract with Ridge Landscape Services, a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

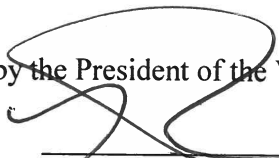
ADOPTED this 10th day of April, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Pannitto, Berg, Brady, Glotz, Curran

NAYS: None

ABSENT: Younker

APPROVED this 10th day of April, 2019, by the President of the Village of Tinley Park.



Village President Pro-Tem

ATTEST:



Village Clerk

EXHIBIT 1

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

Mowing 2019

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

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **one hundred eighty three thousand eight hundred and ten 72/100 Dollars (\$183,810.72)**. 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. 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.

Daniel J. WalSKI
Name of Contractor (please print)

[Signature]
Submitted by (signature)

Owner
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.

Daniel J. WalSKI
Name of Contractor (please print)

[Signature]
Submitted by (signature)

Owner
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.

Daniel J. WalSKI
Name of Contractor (please print)

[Signature]
Submitted by (signature)

Owner
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.

Daniel J. WalSKI
Name of Contractor (please print)

Dan J. WalSKI
Submitted by (signature)

Owner
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)

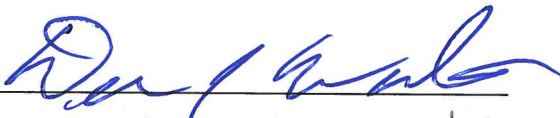
Daniel J. WalSKI
Name of Contractor (please print)

Dan J. WalSKI
Submitted by (signature)

Owner
Title



[NAME OF CONTRACTOR]

BY: 

Printed Name: Daniel J WalSKI

Title: Owner

4-23-19

Date



VILLAGE OF TINLEY PARK

BY: 

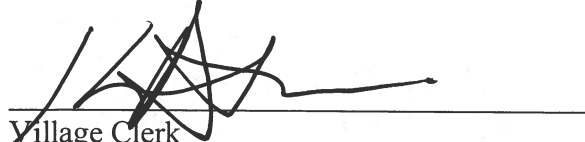
Mayor

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

4-16-19

Date

ATTEST:



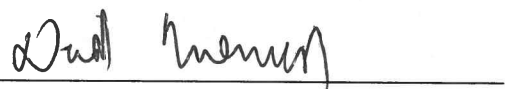
Village Clerk

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

4-10-19

Date

VILLAGE OF TINLEY PARK

BY: 

Village Manager

4-15-19

Date

Exhibit A

SCOPE OF SERVICES

ADDENDUM NO. 1

Tinley Lawn Maintenance 2019
Tinley Park, Illinois 60477

February 26, 2019

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

1) Questions and Answers

- a. Question 1: Bed edging is and weed control with in turn areas are currently included under the scope of work for the lawn maintenance contract, which is mostly mowing and related work. Edging may be more suited towards other maintenance contracts. Are these scope items to be included with the mowing work?
 - i. Answer 1: Edging around the landscape beds is being removed from the scope of work for lawn maintenance and is being added to the scope of work for the beds maintenance contract. Weed control within the turf areas is already part of the scope of a separate contract and will be taken out of the mowing contract. Note that weed control in paved areas is still within the scope of this project.
- b. Question 2: Do the "on demand services" include anything beyond mowing?
 - i. Answer 2: The on-demand services are just mowing services at sites that do only need to be mowed a few times a year.
- c. Question 3: Are there workable excel files available for the bid tabs?
 - i. Answer 3: Yes, those have been included in the email distribution of this addendum. The file is also available if you email mitchell.murdock@site-design.com.
- d. Question 4: The projected number of mowing is listed at 32, but this seems a bit high. Can the project be bid at 28 mowings?
 - i. Answer 4: The Village agrees 32 is higher than a typical year, but needs to prepare for an atypical year where all 32 might be needed. The yearly numbers need to reflect 32 mowings.

2) Changes to Bid Documents

- a. All of the following changes have been made to the updated version of the documents distributed as part of this addendum.
- b. Change 1: The cover page had a typo and now reads correctly "Tinley Lawn Maintenance 2019".
- c. Change 2: Pages 02925-1 and 02925-11 have been updated to exclude the landscape bed edging work and weed control work within turf areas as described in Question 2 above.
- d. Change 3: The bid tabs have been updated to include several acreage corrections and to show the two "On- Demand" mowing sites. The acreage changes have also been reflected in the table that is listed in the bid documents. Changes are highlighted in yellow.

- e. Change 4- The Notice to Contractors had March 4th as the bid opening date. The correct bid opening date is March 5th at 12:00 PM.

END OF ADDENDUM 1

**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 **11:55 PM on March 5th 2019**

**2019 Mowing
Village of Tinley Park**

Proposals will be publicly read aloud at **12:00 PM on March 5th 2019**. 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

PROJECT MANUAL

for

**Village of Tinley Park
TINLEY LAWN MAINTENANCE 2019**

located at

Tinley Park, Illinois

for

Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, Illinois

This Project Manual contains bidding information, bidding and contract forms, drawings, and the Specifications for the Project. The contents of this manual, the accompanying Drawings and any Addenda constitute the Bid Documents for this Project.

Landscape Architect
site design group, ltd.
888 South Michigan Ave #1000
Chicago, Illinois 60605
312-427-7240

Project No.7946
February 19, 2019

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SECTION 00115
INSTRUCTIONS TO BIDDERS
Tinley Lawn Maintenance 2019
Tinley Park, Illinois

1. PROJECT

- A. Sealed Bids are invited for: Tinley Lawn Maintenance 2019
- B. Location: Scattered sites throughout the Village of Tinley Park, Illinois
- C. Based upon Construction Contract Documents prepared by:
 - 1. site design group, ltd.
888 South Michigan Avenue #1000
Chicago, IL 60605
312-427-7240 telephone

2. BID DELIVERY AND TIME DEADLINE

- A. Sealed Bids, clearly marked "TINLEY LAWN MAINTENANCE 2019 PACKAGE" will be received at the Village of Tinley Park Clerks Office, 16250 S. Oak Park Ave., Tinley Park, IL until 11:55 a.m. (central time) on Tuesday, March 5, 2019.
- B. Proposals will be publicly read aloud at 12:00 p.m. on March 5, 2019. 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.
- C. Bids must be made in full accordance with these "Instructions to Bidders".
- D. All copies of the Bid (and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope.
 - 1. The envelope shall be addressed to the party receiving the Bid and shall be identified with the Project name, the Bidder's name and address.
 - 2. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- E. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated above, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.
- F. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- G. Oral, telephonic or telegraphic Bids are invalid and will not receive consideration.

3. APPLICABLE LAWS:

- A. The bidder shall become familiar with all laws, ordinances, regulations and Codes of Federal, State, City and other local governmental agencies, which may in any manner affect the preparation of proposals or the performance of the Contract.

4. EXAMINATION OF DOCUMENTS AND PROJECT SITE

- A. The Bid Documents, including specifications, are available online on the Village of Tinley Park Contract Opportunities website The bid documents will be available at http://www.tinleypark.org/government/departments/clerk_s_office/open_bids_and_contracts.php on Tuesday, February 19, 2019.

- B. Complete sets of Bid Documents shall be used in preparing Bids including issued Addendum. Neither the Owner nor the Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- C. Pre-Bid Meeting: Recommended Meeting **February 22, 2019 at 10:30 AM** at Public Works office, 7980 W. 183rd St.
- D. Before submitting a Bid, bidders shall carefully examine the Contract Documents and existing conditions and limitations of the jobsite, to assure that all costs to complete the Project under the requirements of these Documents are included in the Bid. The submission of a proposal shall be accepted as evidence that the Bidder has followed the instructions herein and the Bidder shall, therefore, be singularly responsible for any and all errors that may be included in the Proposal resulting from failure or neglect to comply with these instructions.
- E. After the Bid Opening, no allowance will be made to any Bidder for any change in the scope or price of the Project due to items which would have been apparent by the Bidder's proper examination of the Documents and jobsite, during the bidding period.
- F. Should Bidders, upon examination of Bid Documents and project site, discover discrepancies, omissions, or duplications in the Bid Documents, or questions of scope or intended quality, they shall immediately report in writing via electronic mail to:

Mitch Murdock
 site design group, ltd.
 888 South Michigan Avenue #1000
 Chicago, IL 60605
mitchell.murdock@site-design.com

no later than **Tuesday, February 26th, 2019 at 10:00 a.m.** prior to the date of Bid Receipt to the following address. site design group, ltd. will respond in one of two ways:

- 1. By issuing a written statement of explanation
- 2. By issuing an Addendum
- G. Bidder shall acknowledge receipt of any addendum or notices by completing Section 00140, Bid Form, Part I, A, 1 prior to finalizing their bid.
- H. Neither site design group ltd. nor the Village of Tinley Park shall be responsible for any oral interpretations.
- I. During the bidding, certain revisions to the Contract Documents may be initiated. These revisions shall be issued in writing, as Addenda, and will be numbered. Any and all Addenda shall be incorporated as part of the Documents and shall supersede all previous information in these Documents they affect.

5. ADDENDA

- A. Addenda will be e-mailed to all who are known by the Architect to have received a complete set of Bidding Documents.
- B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- C. No Addenda will be issued later than five (5) calendar days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- D. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

6 . PREPARATION OF BID FORM AND ATTACHMENTS

- A. Bids shall be submitted on the Bid Form included with the Contract Documents.
- B. All blank spaces on the Bid Form must be filled in, including Addenda, if any are issued during the bid period, in order for the Bid to be valid.
- C. Voluntary Alternate Bids: No voluntary alternates will be considered at this time.
- D. Unit Prices: Spaces for unit prices on the attached Bid Form shall be filled in with the amounts for increases or decreases in type of work indicated. Unit prices may be used for adjusting the Contract Sum in accordance with changes in the work.
- E. All bid amount totals shall be given in both words and figures. In the event of a discrepancy between the words and figures, the words shall govern.
- F. Each Bidder must base his bid on materials and equipment described in the Contract Documents.
- G. The amount of the Base Bid must include, but not be limited to the following:
 - 1. The Owner is a tax-exempt body and is, therefore, exempt from certain sales and use taxes.
 - 2. All fees for royalties and patents.
 - 3. All temporary facilities as required. Contractor may use Owner supplied electric, water and natural gas utilities on the site. All other costs for temporary equipment and temporary utility hookups are the responsibility of the Contractor.
- H. Letter certifying no exclusions to plans and specifications.
- I. Contractor Personnel: Each bidder must provide a list of key individuals to be assigned to the Project. Include individual's role and time commitment to the Project.
- J. Material suppliers specified shall be used for preparation of the bids. Substitution requests shall not be allowed at the time of bidding.
- K. Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation, or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

7 . OTHER CERTIFICATIONS AND SUBMITTALS

- A. All bidders must complete and sign the following certifications and submit them with their bid proposals. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF BIDDER.
 - 1. Bidder Eligibility Certification and Non-Collusion Affidavit.
 - 2. Certificate of Compliance with Illinois Human Rights Act.
 - 3. Certificate of Compliance with Illinois Drug-Free Workplace Act.
 - 4. Certificate of Compliance with Sexual Harassment Policy.
 - 5. Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act.
 - 6. Certificate of Compliance with Prevailing Wage Requirements.

7. Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance.
8. Contractor Qualification Reference Sheet
8. BID SECURITY
 - A. A certified check or bid bond on a solvent bank, payable without condition to the Village of Tinley Park in an amount not less than ten percent (10%) of the 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.
 - B. The Bid Security of the successful Bidder shall be returned to him immediately after the execution of the Agreement and upon delivery to the Owner of all requested bonds or certificates.
 - C. The Bid Security of all unsuccessful Bidders shall be returned to them, after the Bid opening, as soon as is practicable.
 - D. In submitting a Bid, the Bidder understands and agrees that if his Bid is accepted, and if bidder fails to enter into an Agreement with the Owner, bidder shall forfeit his Bid Security paid to the Owner, not as a penalty, but as liquidated damages due to such failure.
9. PERFORMANCE AND PAYMENT BOND
 - A. Bidder shall furnish Performance and Payment Bond for the full amount of the Contract within seven (7) days of Notification of Award for the Contract. The Bid Form provides space for Performance and Payment bond information.
 - B. Bond shall be written on AIA Document A311, "Performance Bond and Labor and Material Payment Bond".
 - C. The bond shall be with a surety or sureties with a rating of "A" or better by A.M. Best and Company and such sureties shall be approved by The Village of Tinley Park. Bonds in the form of certified or cashier's checks shall be made payable to The Village of Tinley Park. The Performance and Payment Bond shall be furnished in the same number of copies as the number of copies of the contract to be executed.
10. BASIS OF AWARD
 - A. The Village of Tinley Park reserves the right to reject any or all Bids for any reason and to accept any one Bid deemed most favorable to the best interests of the Village of Tinley Park.
 - B. That in order to be considered a "responsible bidder" on any Village of Tinley Park public works projects, a bidder must comply with the following criteria, and submit acceptable evidence of such compliance, in addition to any other requirements as determined from time to time by the village for the specific type of work to be performed:
 1. Compliance with all applicable laws and village codes and ordinances prerequisite to doing business in Illinois and in the Village;
 2. Compliance with:
 - a. Submittal of federal employer tax identification number or social security number (for individual), and
 - b. Provisions of section 2000e of chapter 21, title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Federal Executive Order No. 11375 (known as the equal employment opportunity provisions);

3. Furnishing certificates of insurance indicating at least the following coverages at minimum limits established by the village: general liability, workers' compensation, completed operations, automobile, hazardous occupation, product liability, and professional liability;
 4. Compliance with all provisions of the Illinois prevailing wage act, including wages, medical and hospitalization insurance and retirement for those trades covered by the act;
 5. Participation in apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training;
 6. Compliance with the applicable provisions of the Illinois human rights act and the rules of the Illinois human rights commission, including the adoption of a written sexual harassment policy;
 7. Furnishing of required performance and payment bonds;
 8. Furnishing certification of no delinquency in the payment of any tax administered by the Illinois department of revenue;
 9. Furnishing certification that the bidder is not barred from bidding or contracting as a result of a violation of either section 33e or 33e-4 of chapter 720, article 5 of the Illinois compiled statutes; and
 10. Furnishing evidence that the bidder has not only the financial responsibility but also the ability to respond to the needs of the village by the discharge of the contractor's obligations in accordance with what is expected or demanded under the terms of the contract.
- C. The successful Bidder shall be required to enter into a Contract with The Village of Tinley Park, covering the entire work of the Bid, and must furnish to the Owner all bonds, certifications, insurance documents, and other requirements, within seven (7) days after issuance of the Notice of Award of Contract or Letter of Intent.
- D. In determining the best Bidder, The Village of Tinley Park shall consider the following:
1. The Base Bid, Unit Prices, Contract Time and the costs for any required bonds or certificates.
 2. Competence of the firm and its staff to perform the required construction as indicated by the technical training, education and experience of the Contractors personnel and subcontractors who are assigned to perform the service.
 3. Ability of the Contractor and his subcontractor's ability to deliver the product competently and on an appropriate schedule to meet the needs of The Village of Tinley Park.
 4. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
 5. Past performance as demonstrated by evaluations from previous clients with respect to cost control, quality of work and meeting project schedules. Include three (3) references with name of project, location, owner and current contact person.
 6. The quality of performance of previous contracts or services.
 7. The previous and existing compliance by the bidder with the laws and ordinances relating to the contract or service.

8. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide services.
9. The ability of the Bidder to provide future maintenance and service for use of the subject of the Contract
10. Information which The Village of Tinley Park may obtain through independent investigation.

E. COMPETENCE OF SUBCONTRACTORS

1. Each Bidder is required to complete the form attached to the Bid Form listing certain intended subcontractors to be employed on the Project.
2. The competence and responsibility of all subcontractors shall be considered in awarding the Contract. If subcontractors are unknown or their competence is questioned, it is understood that such subcontractor shall file, upon request, evidence of facilities, equipment, experience, financial and other data and references for investigation and qualification.
3. The Village of Tinley Park reserves the right to reject any subcontractor, reserves the right to require the Contractor to provide an alternate subcontractor prior to consideration of bid and/or award of bid, and reserves the right to reject the bid of any Contractor for failure to provide competent subcontractors.

F. QUALIFICATIONS OF CONTRACTORS

1. The Contractor shall be required before the award of any contract to show to the complete satisfaction of the Department of Public Works that it has the necessary facilities, ability, and resources to provide the services specified herein in a satisfactory manner and within the required time deadlines. The Contractor shall be required to provide a minimum of three references for similar work. The Department of Public Works reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Contractor fails to satisfy the Department of Public Works that the Contractor is properly qualified to carry out the obligations of the contract and to complete the work described herein. Also, a 24 hour contact name and number shall be required.

- G.** The Village of Tinley Park Local Vendor Purchasing Policy provides local vendors preferential treatment when competing for contracts within the Village. A local vendor is defined as a business that has an actual business location with the Village of Tinley Park and is licensed by the Village. When considering contracts, the Village reserves the right to forego the lowest bid in favor of a local vendor when the amount of the local bidder exceeds that of the otherwise lowest bid as follows, provided both bidders are found to be responsive and responsible:

Contract Value	
\$0 to \$250,000	5%
\$250,000 to \$500,000	4%
\$500,000 to \$750,000	3%
\$750,000 to \$1,000,000	2%
\$1,000,000 to \$2,000,000	1%

1. Maximum amount a local vendor's bid may exceed lowest responsive and responsible bid: \$25,000

11. CHANGES AND WITHDRAWALS OF BID

- A. A Bidder may withdraw his bid and bid security, if one is required, at any time before the deadline set for Bid Opening, either personally or by written request. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- B. No Bid may be withdrawn after the Bid Opening, unless the award of the Contract is delayed for a period exceeding ninety (90) days after the Bid Opening.

12. FINAL COMPLETION

- A. The Undersigned hereby affirms and states that, if awarded the Contract for said Work, he will commence Work immediately after receiving Notice to Proceed and will coordinate a schedule with the Owner and AOR to completely perform the work and the agreed upon schedule, based on working regular time in strict accordance with the Contract terms and conditions.

13. CONSTRUCTION PROGRESS AND SCHEDULE

- A. Subject to the Village's issuance of required permits, the Contractor shall be notified to start work by issuance of a written Notice to Proceed by the Village of Tinley Park. Work shall start immediately after the issuance of a Notice to Proceed.
- B. Prior to work start, a Pre-Construction Conference will be held at the Public Works Garage located at 7980 West 183rd Street, Tinley Park, Illinois; date and time to be determined.
- C. All Work shall be completed within the time period established in under Final Completion.
- D. A Construction Schedule shall be submitted in accordance with the requirements of these Contract Documents.

END OF INSTRUCTIONS TO BIDDERS

SECTION 00140 - BID FORM

TINLEY LAWN MAINTENANCE 2019

Tinley Park, Illinois 60477

BIDDER IDENTIFICATION:

Name of Bidder

Address

Contact/Title

Telephone

Fax Number

E-Mail Address

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

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. MOWING AND LAWN MAINTENANCE 2019 CONTRACT PRICE: All work required by the Contract Documents per the accompanying details

_____ Dollars (\$ _____)

B. PAVED MEDIAN WEED CONTROL 2019 CONTRACT PRICE: All work required by the Contract Documents per the accompanying details

_____ Dollars (\$ _____)

C. (A+B) TOTAL 2019 CONTRACT PRICE: All work required by the Contract Documents per the accompanying details

_____ Dollars (\$ _____)

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.

_____ Dollars (\$ _____).

- 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)

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.

H. EXECUTION

Name

(legal name of bidding entity)

By _____
(individual authorized to act for entity)

Title _____

Date _____

Attest _____

Seal (if corporation)

CONTRACTOR QUALIFICATION REFERENCE SHEET

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

MUNICIPALITY
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

Mowing & Lawn Maintenance- Sites Found in Mowing Map Book

ID #	Map Mowing Areas	Grid #	Area (Acres)	Regular Mowing	Paved Median Area Weed Control	2019 Per Mowing Price	2019 Yearly Cost (32 Mowings)	2020 Per Mowing Price	2020 Yearly Cost (32 Mowings)	2021 Per Mowing Price	2021 Yearly Cost (32 Mowings)
M001	1 Apple Pond & Creekmont	1.04	X								
M002	2 80th Av Parkways 159th-163rd st	1.73	X								
M004	2 E. on 163rd - 80th Ave. by Com Ed R.O.W.	0.21	X								
M005	2 Pond north side of 163rd St. & Evergreen	5.87	X								
M006	3 76th Av Medians Between 161st & 165th	3.32	X								
M007	3 Pond north side of Helen Keller School	3.71	X								
M009	5 Centennial Dr - Bremen Towne Dr. by retirement home	0.69	X								
M010	5 Centennial Circle Pkwy behind Menards	0.24	X								
M011	5 Village Hall 16250 S. Oak Park Ave	0.19	X								
M012	4 Harlem Ave. - between 161st and 163rd	4.07	X								
M013	5 Oak Park north of 163rd St	0.13	X								
M014	14 Pond North side of 168th St	0.96	X								
M015	8 167th St. north side Com Ed R.O.W.	2.41	X								
M016	8 80th Av Parkways 163rd-167th st	0.17	X								
M017	9 Lake Villa Ave and 163rd St	0.79	X								
M019	Post 7 - 164th & Harlem Ave. E. side	2.26	X								
M020	9 Harlem Ave. & 163rd St. island	0.10	X								
M021	11 167th St Medians	0.53	X								
M022	12 Post 1 - 167th St Pump and Tanks 6640 167th St	0.01	X								
M025	13 Easement North side of James St. Ridgeland to Leslie Ann	1.68	X								
M027	14 Pond 167th St. & Cherry Hill	1.40	X								
M028	14 Plum Ct. Pond	3.51	X								
M029	14 Pond North side of 168th St	3.01	X								
M030	8 167th St. south side Com Ed R.O.W.	2.29	X								
M031	15 169th St. Waterford Pond easement	0.16	X								
M032	15 Pond Waterford & 169th St	0.23	X								
M033	15 171st St from 84th to Grissom Dr (north side)	3.50	X								
M034	15 Easement behind Kirby School (17000 80th Ave)	0.34	X								
M035	15 Post 5 - Bayberry Plaza Guardrail	4.95	X								
M036	10 7606 & 7605 167th St. guardrail by creek	0.48	X								
M037	16 171st St from Olcott Ave to 80th Ave	0.05	X								
M038	16 80th Av Parkways 167th-171st	0.53	X								
M039	17 Harlem and 168th Pl (southwest corner)	0.95	X								
M041	17 170th & Olcott parkway by bridge	1.68	X								
M044	17 170th Pl. & Harlem guard rails E. & W. side	1.68	X								
M045	17 170th Pl. & Oketo Ave. - empty lot	0.17	X								
M047	17 Harlem Ave Median Sandy Ln to 170th	0.18	X								
M049	17 Pond 171st & Olcott	0.09	X								
M050	17 Easement North side Sayre Ave. & 168th St	10.89	X								
M051	18 Oak Park Ave. medians - 168TH St to 171st	0.25	X								
M052	19 Ridgeland Ave. - 167th St. to Willow Ln	0.44	X								
M057	19 Willow Lane Ditch	1.47	X								
M058	13 167th St Parkway along cemetery	1.50	X								
M059	20 Andres Pond	0.25	X								
M060	20 Christopher Ct. island	0.99	X								
M061	20 Gaynelle Bridge - parkways	0.07	X								
M062	22 171st St Parkway - 92nd Ave to 94th Ave	0.15	X								
M063	22 94th Ave Parkways 171st-175th	0.33	X								
M064	22 Briar & Thornwood pond	1.78	X								
M065	23 88th Ave - 172nd to 174th both sides of street	1.31	X								
M066		1.31	X								

[illegible]

M137	48	7850 183rd St Police Station and PW area
M138	48	80th Av Parkways RR-183rd st east side
M139	48	80th Av Train Station
M142	48	Berm ESDA Garage (7780 183rd St)
M143	48	Easement Veterans Parkway 76th Ave to Timbers Drive
M144	40	Fire Training Tower
M145	48	Harlem Ave Median 177th St to 191st St
M148	51	Easement 182nd Street & Sayre Avenue
M149	52	181st St. & 65th Ave. Detention N' & S.
M150	53	Easement 183rd St & Ridgeland
M151	52	183rd St. & Oak Park Ave. cornerse
M152	53	Easement 181st St. & Highland
M153	44	183rd 91st Ave-94th Ave
M156	55	92nd Ave. S. of 183rd parkway
M159	46	183rd Black Oak Dr-88th Ave
M160	58	183rd ST PARKWAY 183rd PL to Tralee Trl
M161	59	185th St Parkway
M163	61	North & South Sides of Creek Next to Jovan Broadcasting
M164	65	Easement Prosperi & 191st
M165	67	Fairfield Glen - parkway - wetlands
M166	69	80th Ave. - parkways 191st St. to Greenway Blvd.
M168	63	Brookside Glen Dr and 191st
M169	71	Post #13 Brookside Glen lift stations 7408 1/2 W Ridgefield Lane E. & W. of 80th Ave.
M170	62	Tinley Park signs weed killer Ridgeland Av & Vollmer Rd
M171	45	18301 S Ridgeland Post 2 - 183rd St Pump and Tanks
M172	67	183rd st pond between 91st ave and Hilltop Ct
M173	68	88th Ave parkways both sides from Brookside Glen Dr to southern village boundary
M174	77	Brookside Glen Dr parcel perpendicular to Meadows Edge Trl
M175	30	80th Ave parkways east and west sides
M177	11	167th St Parkways
M178	11	Oak Park Frontage Rd Island (between 165th Pl and 164th St)
M179	11	Vacant Lot (between Sussex Rd and Chelsea Rd)
M180	13	Turf Median Half Circle on Ganyelle Rd
M181	18	Small parking lot permieler on 171st st and oak park ave (west of oak park and north of 171st)
M182	20	Parkways on N and S forest Glenn (east of ridgeland' including vacant lot)
M183	24	Parkway on E side of 88th ave (from 175th St two houses north)
M184	26	Vacant Lot (North of 173rd and West of Oriole Ave)
M185	26	Rear easement behind homes (West of Ozark Ave N of 174th)
M186	28	Vacant Lot (W of 175th and N of Hickory St)
M187	38	80th Ave East Parkway (From Carlier Ave to Champlain Ave)
M189	57	183rd st North Parkway (W of M150 to about 200 feet before 65 Ct)
M190	52	183rd Pl north parkway (W of Crossing Dr)
M192	12	Mowing strip south of Terrace Dr and east of 66th ave (behind homes and around pond)
M193	22	LaGrange Rd medians (171st St to 179th St)
M195	44	171st St median (just east of 80th Ave)
M196	16	Tinley Downs Northern Portion(mowed weekly)
M197	26	Pond area N of 172nd and E of 80th
M199	28	East side of southernmost tip of 69th ave
M200	18	S of "H"-Shaped building East of Harlem Ave
M201	1	Post 6
M202	22	LaGrange Road Median
M203	22	Vacant Lot 9559 175th St

		Paved Median Weed Control Areas (Exact Shapes Not Outlined On Maps)				2019 Per Application	2019 Yearly Cost (4 Applications)	2020 Per Application	2020 Yearly Cost (4 Applications)	2021 Per Application	2021 Yearly Cost (4 Applications)
	22	LaGrange Rd Medians									
	8	80th Avenue Medians									
	4	Harlem Avenue Medians									
	5	Centennial Dr/ 163rd St Medians									
	2	159th St Medians									
	11	167th St Medians									
	16	171st St Medians									
	44	183rd St Medians									
		TOTAL COSTS- MOWING & PAVED AREA WEED CONTROL									
		PER ACRE UNIT COSTS FOR FUTURE SITE ADDITIONS- MOWING									
		PER SQ FT UNIT COSTS FOR FUTURE SITE ADDITIONS-PAVED MEDIAN WEED CTRL									

ON-DEMAND MOWING SERVICES (COMPLETED UPON REQUEST)

ID #	Map Grid #	Name/ Description	Area (Acres)	Unit	2019 Price Per Unit	2020 Price Per Unit	2021 Price Per Unit
M188	51	Dunkin Donuts Retention area (N of 183rd St and E of Harlem Ave)	0.22	Mowing 1 X			
M198	26	Tinley Downs	4.92	Mowing 1 X			

EXHIBIT A**VILLAGE OF TINLEY PARK LOCAL VENDOR PURCHASING POLICY**

The Village of Tinley Park believes it is important to provide local vendors with opportunities to provide goods and services to the Village of Tinley Park. This belief is based upon the fact that the active uses of commercial properties in Tinley Park benefits the community through stabilization of property tax, the creation of local sales tax and the provision of employment opportunities for citizens of the community and surrounding region. In an effort to promote the aforementioned benefits, the Village of Tinley Park wishes to provide 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. The Village will not award a contract to a local vendor when the difference between the local vendors bid and the otherwise lowest responsive and responsible bid exceeds the applicable percentage indicated as follows. As such, when considering contracts, the Village of Tinley Park reserves the right to forego the lowest responsive and responsible bid exceeds the applicable percentage indicated as follows. As such, when considering contracts, the Village of Tinley Park reserves the right to forego the lowest responsive 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 to \$250,000	5%
\$250,000 to \$500,000	4%
\$500,000 to \$750,000	3%
\$750,000 to \$1,000,000	2%
\$1,000,000 to \$2,000,000	1%

Under no circumstances will any contract be awarded to a local vendor when the local vendor's bid exceeds the lowest responsive and responsible bid by \$25,000 or more.

This policy shall **ONLY** apply if formal notice of the aforementioned criteria is provided as part of the bid specifications. In addition, it should be noted that the Village of Tinley Park shall not be obligated to forego the low bidder in favor of the local vendor under any circumstances. However, this policy simply provides the Village with the option of doing so when applicable. Furthermore, this policy shall not apply in any situation where any portion of the contract amount is being paid with funds other than Village monies. Specifically, this policy shall not apply in any situation where the Village has received a grant or otherwise received a source of funds other than its own funds.

February 19, 2019

EXHIBIT B**RESPONSIBLE BIDDER**

For any construction project undertaken by the Village to which the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. is applicable, in order to be considered a "responsible bidder" on Village Public Works Projects, a bidder must comply with the following criteria, and submit acceptable evidence of such compliance, in addition to any other requirements as determined from time to time by the Village for the specific type of work to be performed:

- (a) Compliance with all applicable laws and Village Codes and Ordinances prerequisite to doing business in Illinois and in the Village;
- (b) Compliance with:
 - a. Submittal of Federal Employer Tax Identification Number or Social Security Number (for individual), and
 - b. Provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Federal Executive Order No. 11375 (known as the Equal Employment Opportunity Provisions);
- (c) Furnishing certificates of insurance indicating at least the following coverages at minimum limits established by the Village: general liability, workers' compensation, completed operations, automobile, hazardous occupation, product liability, and professional liability;
- (d) Omitted
- (e) Participation in apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training;
- (f) Compliance with the applicable provisions of the Illinois Human Rights Act and the rules of the Illinois Human Rights Commission, including the adoption of a written sexual harassment policy;
- (g) Furnishing of required performance and payment bonds;
- (h) Furnishing certification of no delinquency in the payment of any tax administered by the Illinois Department of Revenue;
- (i) Furnishing certification that the bidder is not barred from bidding or contracting as a result of a violation of either Section 33E or 33E-4 of Chapter 720, Article 5 of the Illinois Compiled Statutes; and
- (j) Furnishing evidence that the bidder has not only the financial responsibility but also the ability to respond to the needs of the Village by the discharge of the contractor's obligations in accordance with what is expected or demanded under the terms of the contract.
- (k) Acknowledgement that the Village intends to utilize its standard Professional Services Agreement.

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.

Name of Contractor (please print)

Submitted by (signature)

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.

Name of Contractor (please print)

Submitted by (signature)

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.

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.

Name of Contractor (please print)

Submitted by (signature)

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)

Name of Contractor (please print)

Submitted by (signature)

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.

Name of Contractor (please print)

Submitted by (signature)

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.

Name of Contractor (please print)

Submitted by (signature)

Title

Required Insurance

The selected Proposer, at its sole cost and expense, shall maintain at all times during the course of the Work, the following types of insurance:

- (1) Workers Compensation Insurance to cover full liability under Worker's Compensation laws of the State in which the project is located with Employers' Liability coverage in limit not less than \$1,000,000.00.
- (2) Comprehensive General Liability Insurance on an "occurrence" basis for the hazards of operations, independent contractors, products and completed operations (for two [2] years after the date of Final Acceptance of the Work by Owner), and contractual liability. Such Comprehensive General Liability insurance must include broad form property damage and afford coverage for "personal injury" liability insurance. All General Liability Insurance shall be per location aggregate. Such insurance shall include an endorsement providing that the insurance afforded under Contractor's policy is primary insurance as respects Owner and that any other insurance maintained by Owner is excess and noncontributing with the insurance required hereunder. The insurance required shall be in limits not less than the following:
 - a) Property damage and bodily injury liability:
\$1,000,000 each occurrence
\$2,000,000 aggregate
 - b) Personal injury liability:
\$2,000,000 aggregate
- (3) Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles. The insurance required shall be in limits not less than:
 - a) Property damage and bodily injury liability:
\$1,000,000 each person
\$1,000,000 each occurrence
- (4) Comprehensive Catastrophe Liability Insurance (Umbrella) of Two Million Dollars (\$2,000,000) on items 1, 2 and 3 above.
- (5) Errors and Omissions Insurance of One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) aggregate.
- (6) The Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys to be included as an additional insured for insurance coverage required in items 2, 3 and 4 above using the additional insured form ISO form CG 2010 (11/85) or its equivalent.

As evidence of coverage 1, 2, 3 and 4, Owner is to receive a certificate of insurance, setting forth the nature of the coverage, the limits of liability, the name of the insurance carrier, policy number, the date of expiration and listing the additional insured as set forth in item 6 above. Each carrier shall agree to furnish at least thirty- (30) day's prior written notice of cancellation or material change in coverage.

REQUIRED INSURANCE

The selected Proposer, at its sole cost and expense, shall maintain at all times during the course of the Work, the following types of insurance:

- A. **Worker's Compensation and Employer's Liability** with limits not less than:
 - a. (1) Worker's Compensation: Statutory;
 - b. (2) Employer's Liability;
 - c. \$1,000,000 injury-per occurrence
 - d. Such insurance shall evidence that coverage applies in the State of Illinois.
- B. **Comprehensive Motor Vehicle Liability** with limits for vehicles owned, non-owned or rented not less than:
 - a. Bodily Injury/Property Damage: Combined Single Limit: \$1,000,000 per accident
- C. **Comprehensive General Liability** with coverage written on an "occurrence" as is and with limits no less than:
 - a. Each Occurrence: \$ 1,000,000
 - b. General Aggregate: \$2,000,000
 - c. Products and completed operations: General Aggregate: \$2,000,000
- D. Coverage's shall include:
 - a. Premises/Operations
 - b. Independent Vendors
 - c. Personal Injury (with Employment Exclusion deleted)
 - d. Broad Form Property Damage Endorsement
 - e. Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)
- E. **Umbrella Policy.** The required coverage's may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. This policy should apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount \$5,000,000 in combination. An exception for a lower limit may be granted at the discretion of the Village of Tinley Park. Such an exception could be based upon other criteria such as a review of their safety record, information provided by references, and/or any established prior job performance on behalf of the Village.

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

F. **Other Insurance Provisions -**

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

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

01010 – SUMMARY OF WORK

PART 1 - GENERAL

1.01 Project Description

- A. The project consists of lawn and landscape maintenance work throughout the Village of Tinley Park. Project related information is as follows:
 - 1. Project Name: Tinley Lawn Maintenance 2019
 - 2. Project Location: Scattered sites throughout the Village of Tinley Park, Illinois
 - 3. Owner: Village of Tinley Park (the Village)
 - 4. Landscape Architect: site design group, ltd. (*site*)
- B. The site maintenance work consists of, but is not limited to:
 - 1. Regular lawn maintenance services on Village owned or Village maintained sites.
 - 2. Regular weed control services on Village owned or Village maintained paved median areas.
 - 3. On-demand services- to be requested and approved by the Village on a case by case basis.

1.02 Contractor use of Premises

- A. General: During the project period the Contractor shall have full use of the premises for maintenance operations, including use of the sites. The Contractor's use of the premises is limited only by the Owner's right to perform maintenance operations with its own forces or to employ separate contractors on portions of the project.
- B. The Contractor is responsible for the repair and/or replacement of areas damaged by project operations.
- C. All damaged areas shall be restored to the existing condition prior to the damage.

1.03 Contractor Responsibilities

- A. The Contractor's responsibilities include, but are not limited to:
 - 1. Keeping contract areas well maintained at all times as noted in contract specifications.
 - 2. Minimizing disruption to curbs, pavement and street traffic.
 - 3. When required, provide traffic protection and control.
 - 4. Secure all required work permits.
 - 5. Provide in-kind replacements or repairs for any damages incurred while performing contract work, including but not limited to private property such as fences or mailboxes, and public ROW such as turf repairs from ruts, or overspray from herbicide applications.

END OF SECTION

Village of Tinley Park
Lawn Maintenance 2019

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 15th through December 1st.

- **Lawn Maintenance:** Provide complete lawn care including mowing for all areas as detailed in the 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.
- **Regular Work Reporting:** On a weekly basis, provide daily work logs that include the locations where work was completed, and the dates and the types of work done. On a monthly basis, provide a general summary of the work completed, any pest or disease issues or other concerns noted in regular site visits and field inspections.
- **On Demand Lawn Maintenance:** When directed by the Street Superintendent or approved representative, perform mowing and maintenance services at non-regular mowing sites as requested.

BID REQUIREMENTS

Bid pricing must be added to the attached detailed bid tab sheet. The cost must be broken down for each area per mowing and total for the entire growing season (estimated at 32 mowings). The contract(s) will be in effect for the entire 2019 growing season. The growing season is March 15th 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. 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:

Bids Due 3/5/2019

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.

Bids Due 3/5/2019

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
Steve Grossi sgrossi@tinleypark.org

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

Bids Due 3/5/2019

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LANDSCAPE MAINTENANCE

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.

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LANDSCAPE MAINTENANCE

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.
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.

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LANDSCAPE MAINTENANCE

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

Bids Due 3/5/2019

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LANDSCAPE MAINTENANCE

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.

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.

ID #	Map Grid #	Mowing Areas	Area (Acres)
M001	1	Apple Pond & Creekmont	1.04
M002	2	80th Av Parkways 159th-163rd st	1.73
M004	2	E. on 163rd - 80th Ave. to 84th Ave. by Com Ed R.O.W.	0.21
M005	2	Pond north side of 163rd St. & Evergreen	5.87
M006	3	76th Av Medians Between 161st & 165th	3.92
M007	3	Pond north side of Helen Keller School	3.71
M009	5	Centennial Dr - Brementowne Dr. by retirement home	0.69
M010	5	Kingston Ct. & Brementowne Dr.	0.24
M011	5	Centennial Circle Pkwy behind Menards	0.19
M012	5	Village Hall 16250 S. Oak Park Ave.	4.07
M013	4	Harlem Ave - between 161st and 163rd	0.13
M014	5	Oak Park north of 163rd St	0.96
M015	14	Pond North side of 168th St.	2.41
M016	8	167th St. north side Com Ed R.O.W.	0.17
M017	8	80th Av Parkways 163rd-167th st	0.79

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M019	9	Lake Villa Ave and 163rd St	2.26
M020	9	Post 7 - 164th & Harlem Ave. E. side	0.10
M021	9	Harlem Ave. & 163rd St. island	0.53
M022	11	167th St Medians	0.01
M025	12	Post 1 -167th St Pump and Tanks 6640 167th St	1.68
M027	13	Easement North side of James St. Ridgeland to Leslie Ann	1.40
M028	14	Pond 167th St. & Cherry Hill	3.51
M029	14	Plum Ct. Pond	3.01
M030	14	Pond North side of 168th St.	2.29
M031	8	167th St. south side Com Ed R.O.W.	0.16
M032	15	169th St. Waterford Pond easement	0.23
M033	15	Pond Waterford & 169th St.	3.50
M034	15	171st St from 84th to Grissom Dr (north side)	0.34
M035	15	Easement behind Kirby School (17000 80th Ave)	4.96
M036	15	Post 5 - Bayberry Plaza Guardrail	0.48
M037	10	7606 & 7605 167th St. guardrail by creek	0.05
M038	16	171st St from Olcott Ave to 80th Ave	0.53
M039	16	80th Av Parkways 167th-171st	0.95
M041	17	Harlem and 168th Pl (soutwest corner)	1.68
M044	17	170th & Olcott parkway by bridge	1.68
M045	17	170th Pl. & Harlem guard rails E. & W. side	0.17
M047	17	170th Pl. & Oketo Ave. - empty lot	0.18
M049	17	Harlem Ave Median Sandy Ln to 170th	0.09
M050	17	Pond 171st & Olcott	10.89
M051	18	Easement North side Sayre Ave. & 168th St.	0.25
M052	18	Oak Park Ave. medians - 168TH St to 171st	0.44
M057	19	Ridgeland Ave. - 167th St. to Willow Ln.	1.47
M058	19	Willow Lane Ditch	1.50
M059	13	167th St Parkway along cemetery	0.25
M060	20	Andres Pond	0.99
M061	20	Christopher Ct. island	0.07
M062	20	Gaynelle Bridge - parkways	0.15
M063	22	171st St Parkway - 92nd Ave to 94th Ave	0.33
M064	22	94th Ave Parkways 171st-175th	1.78
M065	22	Briar & Thornwood pond	1.31
M066	23	88th Ave - 172nd to 174th both sides of street	1.31
M067	15	171st St Parkways 92nd Ave to 88th Ave	1.15
M068	23	Thurnberry Ln and Shetland Dr Vacant lot	0.56
M069	23	Mill Run & 171st St. pond & parkways	0.38
M071	23	175th St Parkway	3.08
M072	23	Pond 88th Ave. & 175th St. Timbers	2.23
M073	24	171st St from Valley Dr to 84th Ave (south)	0.29
M074	24	175th St. 84th Ave. to Castle - parkways on N. side	0.33
M075	25	84th Ave. - 171st to 175th St.	1.16
M077	25	175th St. at ComEd right-of-way	0.27

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M080	16	171st St Parkway - 80th to Ozark Ave (south side)	0.26
M081	26	172nd St. & 80th Ave. S. of Walgreens pond easements	0.15
M083	26	175th St. - Oriole W. to town homes on N. side of street including the lift station	1.96
M084	26	Easement North side of 175th St. Ozark to Post 3	0.51
M086	27	Post 4 - 173rd St. between Oriole Ave. & Oleander Ave.	0.20
M087	27	175th Odell Av- Oriole Av	6.19
M088	18	171st St. & New England - parkways N. & S. sides	0.29
M090	40	Easement Triangle 175th St. & Hickory St.	0.25
M091	29	6720 North Street	0.27
M093	29	6742 North St	0.44
M093 A	31	172nd St/66th Ct from 67th Ct to 173rd St	0.63
M096	31	Oak Park Av Train Stationn north of RR	0.78
M098	29	Old Central School Lot	3.32
M099	29	Safety/Fire/Public Lot 17355 68th Ct	0.23
M100	29	Subway Parking Lot 17217 Oak Park Av	0.22
M101	31	Oak Park Av Train Station south of RR	0.14
M102	31	Easement 64th Ct. & Ridgeland	0.91
M103	31	Easement North side Oak Forest Ave. 67th Ave. to Ridgeland	0.81
M104	34	94th Ave Parkways 175th-179th	3.47
M105	22	9191 W 175th St	0.09
M107	34	Ash & 176th - (9200 West)	0.16
M108	36	84th Ave from 175th to 179th	0.43
M109	36	Pond across from Prairie View School (8500 175th St) on 175th St.	3.17
M110	36	Pond north side of 179th St. & 86th	3.41
M111	36	S. of 175th at 88th Ave. - N. side of 175th St.	0.26
M113	37	175th St. & 80th Ave. W. parkways	0.58
M114	37	175th St. & Queen Mary Pond	1.73
M115	37	179th St. - 80th Ave. to 84th Ave. - parkways	8.18
M116	37	Post 11 - empty lot on Cloverview	0.26
M117	39	Sandalwood - guardrail	0.13
M118	26	Bristol Park Pond	0.72
M119	40	179th St Parkways - Harlemt to Sayre	0.46
M120	40	Hickory Street Pump Station and N side of Hickory St	1.78
M121	43	Texas Roadhouse Drive/White Eagle Drive east	0.73
M122	43	Texas Roadhouse Drive/White Eagle Drive west and N and S 183rd St parkways	0.78
M123	44	183rd 94th Ave-White Eagle	4.88
M127	46	Pond South side 179th St. & 86th	3.56
M129	45	Pond Newcastle Drive & Mansfield Dr	13.54
M130	35	S 179th St Golden Pheasant to Upland Dr	0.90
M132	47	80th Av Parkways 179th-RR	0.16
M133	47	80th Av Parkways RR-183rd st	0.70
M134	47	Cork Rd Pond	0.70
M135	48	183rd St easement 76th to 80th (south side)	0.08

Bids Due 3/5/2019

7946 Tinley Lawn Maintenance 2019

02925-9

LANDSCAPE MAINTENANCE

M136	48	7850 183rd St PW area	3.71
M137	48	7850 183rd St Police Station	2.22
M137	48	7850 183rd St Police Station and PW area	0.95
M138	48	80th Av Parkways RR-183rd st east side	0.42
M139	48	80th Av Train Station	7.24
M142	48	Berm ESDA Garage (7780 183rd St)	0.63
M143	48	Easement Veterans Parkway 76th Ave to Timbers Drive	9.04
M144	40	Fire Training Tower	0.37
M145	48	Harlem Ave Median 177th St to 191st St	2.13
M148	51	Easement 182nd Street & Sayre Avenue	0.77
M149	52	181st St. & 65th Ave. Detention N. & S.	1.52
M150	53	Easement 183rd St & Ridgeland	1.37
M151	52	183rd St. & Oak Park Ave. cornerse	0.44
M152	53	Easement 181st St. & Highland	0.59
M153	44	183rd 91st Ave-94th Ave	1.42
M156	55	92nd Ave. S. of 183rd parkway	1.03
M159	46	183rd Black Oak Dr-88th Ave	0.26
M160	58	183rd ST PARKWAY 183rd PL to Tralee Trl	0.83
M161	59	185th St Parkway	0.32
M163	61	North & South Sides of Creek Next to Jovan Broadcasting	4.15
M164	65	Easement Prosperi & 191st	2.87
M165	67	Fairfield Glen - parkway - wetlands	0.18
M166	69	80th Ave. - parkways 191st St. to Greenway Blvd.	1.63
M168	63	Brookside Glen Dr and 191st	0.85
M169	71	Post #13 Brookside Glen lift stations 7408 1/2 W Ridgefield Lane E. & W. of 80th Ave.	0.24
M170	62	Tinley Park signs weed killer Ridgeland Av & Vollmer Rd	0.00
M171	45	18301 S Ridgeland Post 2 - 183rd St Pump and Tanks	2.99
M172	67	183rd st pond between 91st ave and Hilltop Ct	2.21
M173	68	88th Ave parkways both sides from Brookside Glen Dr to southern village boundary	1.59
M174	77	Brookside Glen Dr parcel perpendicular to Meadows Edge Trl	0.22
M175	30	80th Ave parkways east and west sides	2.10
M177	11	167th St Parkways	0.94
M178	11	Oak Park Frontage Rd Island (between 165th Pl and 164th St)	0.46
M179	11	Vacant Lot (between Sussex Rd and Chelsea Rd)	0.25
M180	13	Turf Median Half Circle on Ganynelle Rd	0.18
M181	18	Small parking lot perimeter on 171st st and oak park ave (west of oak park and north of 171st)	0.04
M182	20	Parkways on N and S forest Glenn (east of ridgeland; including vacant lot)	0.36
M183	24	Parkway on E side of 88th ave (from 175th St two houses north)	0.11
M184	26	Vacant Lot (North of 173rd and West of Oriole Ave)	0.10
M185	26	Rear easement behind homes (West of Ozark Ave N of 174th)	0.25
M186	28	Vacant Lot (W of 175th and N of Hickory St)	0.44
M187	38	80th Ave East Parkway (From Cartier Ave to Champlain Ave)	0.20
M189	52	183rd st North Parkway (W of M150 to about 200 feet before 65 Ct)	0.57

Bids Due 3/5/2019

7946 Tinley Lawn Maintenance 2019

02925-10

LANDSCAPE MAINTENANCE

M190	57	183rd Pl north side parkway (W of Crossing Dr)	0.88
M192	12	Mowing strip south of Terrace Dr and east of 66th ave (behind homes and around pond)	1.24
M193	22	LaGrange Rd medians (171st St to 179th St)	4.05
M195	44	171st St median (just east of 80th Ave)	0.17
M196	16	Tinley Downs Northern Portion(mowed weekly)	6.37
M197	26	Pond area N of 172nd and E of 80th	1.03
M199	28	East side of southernmost tip of 69th ave	0.11
M200	18	S of "H" Shaped building East of Harlem Ave	0.62
M201	1	Post 6	0.02
M202	22	LaGrange Road Median	0.68
M203	22	Vacant Lot 9559 175th St	0.54

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- 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. Grass clippings shall be cleaned up and removed from the site.
3. Fall Cleanup- Remove all leaves and debris from turf areas and adjacent sidewalks, curbs and parking lot areas.

PAVED AREA WEED CONTROL

1. Controlling Weeds- Paved areas to be sprayed with herbicide and weed whipped if needed, 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.
2. Weed control includes any weeds present along curbs and paved roadway medians for the areas listed.

ON DEMAND SERVICES/ NEW WORK

1. 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.

Bids Due 3/5/2019

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/23/2019

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 RWC Insurance Group Ray Weidenaar & Co. 7239 W. Laraway Rd. Frankfort IL 60423-7767		CONTACT NAME: Maureen Head PHONE (A/C, No, Ext): (815) 469-6585 FAX (A/C, No): (815) 469-6165 E-MAIL ADDRESS: maureen@rwc4ins.com															
INSURED Ridge Landscape Services LLC 8808 W. Sauk Trail Frankfort IL 60423-8070		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Owners Insurance Co.</td><td>32700</td></tr><tr><td>INSURER B: Hartford Insurance Co. of IL</td><td>38288</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Owners Insurance Co.	32700	INSURER B: Hartford Insurance Co. of IL	38288	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 2018-2019

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO. JECT ☐ LOC ☐ OTHER:			07138597	10/1/2018	10/1/2019	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COM/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COM/OP AGG	\$ 2,000,000		\$
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GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COM/OP AGG	\$ 2,000,000																				
	\$																				
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			5049761100	10/1/2018	10/1/2019	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Non-owned</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Non-owned	\$				
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BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
Non-owned	\$																				
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000 ☐ OCCUR ☐ CLAIMS-MADE			5049761101	10/1/2018	10/1/2019	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 1,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000		\$								
EACH OCCURRENCE	\$ 1,000,000																				
AGGREGATE	\$ 1,000,000																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N N/A			83WECCB4425	10/1/2018	10/1/2019	<table border="1"><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				

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

Additional Insureds with respects to General Liability only when required by written contract: The Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys. If required by written contract, a waiver of subrogation in favor of the additional insureds will apply to General Liability and Workers' Compensation.

CERTIFICATE HOLDER**CANCELLATION**

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

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

Mark Duncan/MHEAD

55373 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Under **SECTION II - WHO IS AN INSURED** is amended. The following provision is added. A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

- B. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added. The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.

1. The following condition is added to 4. **Other Insurance.**
This insurance is primary for the Additional Insured, but only with respect to liability caused,

in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following condition is added.
Other Additional Insured Coverage Issued By Us

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

55352 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PLUS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. EXTENDED WATERCRAFT LIABILITY

SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended. Exclusion g.(2) is deleted and replaced by the following exclusion.

- (2) A watercraft you do not own that is:
- (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;

2. BROADENED SUPPLEMENTARY PAYMENTS

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph 1.d. is amended.

The amount we will pay for the actual loss of earnings is increased from \$250 per day to \$400 per day.

3. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT

If the endorsement, **EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04**, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE**.

Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

4. PERSONAL INJURY EXTENSION

- a. If the endorsement **EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 28**, is attached to this policy, then this provision, **4. PERSONAL INJURY EXTENSION**, does not apply.
- b. If the endorsement **EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 28**, is not attached to this policy, then **SECTION V - DEFINITIONS** is amended. Paragraph 14, "Personal and advertising injury" is deleted and replaced by the following definition.

14. "Personal and advertising injury" means injury including consequential "bodily injury",

arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication of material, in any manner, that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement";
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
- h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

5. BROADENED KNOWLEDGE OF OCCURRENCE

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is amended. The following condition is added.

- a. Paragraphs a. and b. of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:
 - (1) If the notice of a new claim is given to your "employee"; and
 - (2) That "employee" fails to provide us with notice as soon as practicable.
- b. This exception shall not apply:
 - (1) To you; or

- (2) To any officer, director, partner, risk manager or insurance manager of yours.

6. DAMAGE TO PREMISES RENTED TO YOU

a. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended.

- (1) The last paragraph is deleted and replaced by the following paragraph.

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **6. DAMAGE TO PREMISES RENTED TO YOU, b. Limits of Insurance.**

- (2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or temporarily occupied by you with permission of the owner.

(a) "Property damage" to:

- 1) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
- 2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

(b) "Property damage" caused by or resulting from any of the following:

- 1) Mechanical breakdown, including bursting or rupture caused by centrifugal force;
- 2) Cracking, settling, expansion or shrinking;
- 3) Smoke or smog;
- 4) Birds, insects, rodents or other animals;
- 5) Wear and tear;
- 6) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or
- 7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:
 - a) You make a reasonable effort to maintain heat in the building or structure; or
 - b) You drain the equipment and shut off the water supply if the heat is not maintained.

(c) "Property damage" caused directly or indirectly by any of the following:

- 1) Water that backs up from a drain or sewer;
- 2) Mud flow or mudslide;
- 3) Volcanic eruption, explosion or effusion;
- 4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;
- 5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or
- 6) Water under the ground surface pressing on, or seeping or flowing through:
 - a) Walls, foundations, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.

(d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

b. Limits of Insurance

SECTION III - LIMITS OF INSURANCE is

amended. Paragraph 6. is deleted and replaced by the following paragraph.

- 6.** The most we will pay under Coverage A for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance,

Paragraph b. is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.

7. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

a. (1) SECTION II - WHO IS AN INSURED is

amended to include as an additional insured any person or organization with whom you have agreed:

- (a)** In a written contract or agreement, executed prior to loss, to name as an additional insured; or

- (b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.

- (2) This provision applies only with respect to liability for:

- (a) "Bodily injury";
- (b) "Property damage"; or
- (c) "Personal and advertising injury" caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- c. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only. The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

8. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

- a. **SECTION II - WHO IS AN INSURED** is amended. The following provision is added. Any person or organization with whom you have agreed to name as an additional insured:

- (1) In a written contract or agreement, executed prior to loss; or
- (2) In an oral contract or agreement, executed prior to loss, only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

- b. The provision is subject to the following additional exclusions.
 - (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

- c. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only.

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

SECTION II - WHO IS AN INSURED is amended. Paragraph 3. is deleted and replaced by the following paragraph.

- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

10. BLANKET WAIVER OF SUBROGATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended. The following provision is added to 8. **Transfer Of Rights Of Recovery Against Others To Us.**

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right of recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

**SECTION II - COVERED AUTOS LIABILITY COVER-
AGE** is amended. The following provision is added.
Any person or organization is an **insured** for Covered
Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under
**SECTION II - COVERED AUTOS LIABILITY COVER-
AGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 83 WEC CB4425

Endorsement Number:

Effective Date: 10/01/18

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: RIDGE LANDSCAPE SERVICES LLC

8808 W SAUK TRL
FRANKFORT IL 60423

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

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

Countersigned by

Authorized Representative

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. 2019-R-015, **“A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK RIDGE LANDSCAPE SERVICES OF FRANKFORT, ILLNOIS FOR THE 2019 MOWING,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on March 19, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of March, 2019.



KRISTIN A. THIRION, VILLAGE CLERK