

RESOLUTION 2014-069

A RESOLUTION AWARDING THE 2014 PARKWAY TREE REPLACEMENT PLANTING BID TO THE TLC GROUP, LTD FOR AN AMOUNT NOT TO EXCEED \$76,500

WHEREAS, \$110,000 is budgeted for parkway tree replacement planting in the Building & Grounds Maintenance Services account (0102047-520600) within the FY2014-15 budget; and

WHEREAS, a total of five (5) bids were opened on April 3, 2014 for Parkway Tree Replacement Planting 2014; with the lowest qualifying bid being submitted by The TLC Group, Ltd for an amount of \$76,450.00; and

WHEREAS, the next lowest bid to The TLC Group, Ltd was for \$103,400.00 submitted by the Acres Group; and

WHEREAS, Staff has checked several references and has received moderate feedback on The TLC Group's performance; and

WHEREAS, Staff is recommending that the 2014 Parkway Tree Replacement Planting Bid be awarded to The TLC Group, Ltd.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS:

THAT, the 2014 Parkway Tree Replacement Planting Bid be awarded to The TLC Group, Ltd; and

THAT, the Village Manager is authorized to sign a contract with The TLC Group, Ltd for parkway tree replacement planting; and

THAT, the Finance Director is authorized to make payments to The TLC Group, Ltd from the Building & Grounds Maintenance Services account (0102047-520600) in an amount not to exceed \$76,500 for parkway tree replacement planting.

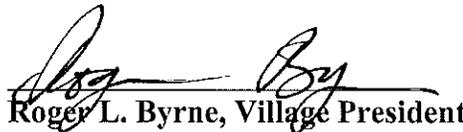
Dated the 15th day of April 2014

Adopted by roll call vote as follows:

AYES: 6 – Koch, Schwartz, Schultz, Hebda, Marquardt, Williams

NAYS: 0 - None

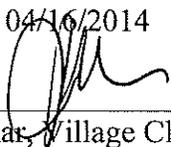
ABSENT AND NOT VOTING: 0 - None


Roger L. Byrne, Village President

PASSED: 04/15/2014

APPROVED: 04/15/2014

ATTEST: 04/16/2014


John Kalmar, Village Clerk

**VILLAGE OF VERNON HILLS
DEPARTMENT OF PUBLIC WORKS
CONTRACT FOR
PARKWAY TREE REPLACEMENT PLANTING**

CONTRACT BETWEEN
VILLAGE OF VERNON HILLS
AND
THE TLC GROUP, LTD.

In consideration of the mutual promises set forth below, the Village of Vernon Hills, 290 Evergreen Drive, Vernon Hills, IL 60061-1039, a public corporation ("Village"), and THE TLC GROUP, LTD. ("Contractor"), make this Contract as of the 16th day of April 2014, and hereby agree as follows:

SCOPE OF SERVICES

The CONTRACTOR shall furnish all supervision, labor, tools, equipment, materials, etc. necessary to plant parkway trees within the Village of Vernon Hills (hereinafter VILLAGE). The VILLAGE OF VERNON HILLS FORESTRY CREW LEADER (hereinafter "FORESTRY CREW LEADER") will designate which trees will be planted at each location throughout the VILLAGE.

The CONTRACTOR shall demonstrate it has the resources and specific experience with similar sized projects.

PART 1 – CONTRACT REQUIREMENTS

1.1 PERFORMANCE OF THE WORK

CONTRACTOR shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

1. **Labor, Equipment, Materials and Supplies.** Provide, perform and complete in the manner described and specified in this Contract, all necessary work, labor, services, transportation equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and all other means and items necessary to accomplish the project in accordance with the specific project specifications attached hereto.
2. **Bonds and Insurance.** Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
3. **Taxes.** Pay all applicable federal, state, and local taxes.

4. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith.

1.2 COMMENCEMENT AND COMPLETION DATES

CONTRACTOR shall commence the Work not sooner than the "Commencement Date" set forth in Part 4 "Term of Contract" and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" set forth in Part 4 "Term of Contract". The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time" or "Term of Contract".

1.3 REQUIRED SUBMITTALS

CONTRACTOR shall submit to the VILLAGE all documents, data, and information specifically required to be submitted by CONTRACTOR under this Contract and shall, in addition, submit to the VILLAGE a complete description of all equipment, materials and supplies to be provided under this Contract ("Required Submittals").

1.4 REVIEW AND INTERPRETATION OF CONTRACT PROVISIONS

CONTRACTOR represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract.

CONTRACTOR shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name of other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by the VILLAGE in its sole and absolute discretion.

CONTRACTOR shall promptly notify the VILLAGE of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If CONTRACTOR fails to give such notice to the VILLAGE, then the subsequent decision of the VILLAGE as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle CONTRACTOR to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

1.5 CONDITIONS AT THE WORK SITE

CONTRACTOR represents and warrants that it has had sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction.

CONTRACTOR shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, utility locations or conditions, tree numbers, locations, and/or sizes, and other investigations is or has been provided by the VILLAGE, or is or has been otherwise made available to CONTRACTOR by the VILLAGE, such information is or has been provided or made available solely for the convenience of CONTRACTOR and is not part of this Contract.

The VILLAGE assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site.

1.6 TECHNICAL ABILITY TO PERFORM

CONTRACTOR represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 FINANCIAL ABILITY TO PERFORM

CONTRACTOR represents and warrants that it is financially solvent, and CONTRACTOR has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 TIME

CONTRACTOR represents and warrants that it is ready, willing, able and prepared to begin the work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 VILLAGE'S RIGHT TO TERMINATE OR SUSPEND WORK FOR CONVENIENCE

A. Termination of Suspension for Convenience. The VILLAGE shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of

such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.9A above, the VILLAGE shall pay CONTRACTOR (1) such direct costs, excluding overhead, as CONTRACTOR shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as CONTRACTOR may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to the VILLAGE'S rights to withhold and deduct as provided in this Contract. Furthermore any payment by the VILLAGE made pursuant to this section, including the amount of any offsets due to a prior payment or payments, shall not exceed the contract price set forth in the Bid Proposal unless such a payment is permitted by and granted under the terms and conditions set forth in Part 6.

PART 2 – GENERAL REQUIREMENTS

2.1 ADMINISTRATION AND ADDITIONAL WORK

This contract will be under the direct administration of the DIRECTOR OF PUBLIC WORKS (hereinafter DIRECTOR) and detailed administration of the contract shall be provided by the FORESTRY CREW LEADER or their authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the CONTRACTOR and the DIRECTOR and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless authorized by written agreement.

2.2 WORK CREW SUPERVISION

The CONTRACTOR shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor must be well versed on the proper planting of trees, must be able to converse in the English language, and shall be authorized by the CONTRACTOR to accept and act upon all directives issued by the FORESTRY CREW LEADER. Furthermore, all work shall be conducted under the direct supervision of this qualified supervisor. Failure for the Supervisor to act on said directives shall be sufficient cause to give notice that the CONTRACTOR is in default of the contract unless such directives would create potential personal injury, property damage or safety hazards.

2.3 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

The CONTRACTOR shall exercise all necessary caution to protect pedestrian and vehicular traffic and to protect all public and private property from injury or damage caused by the operations of the CONTRACTOR. This will include the erection and use of warning signs and barricades and/or safety cones when appropriate. Any practice

obviously hazardous in the opinion of the DIRECTOR or FORESTRY CREW LEADER shall be immediately discontinued by the CONTRACTOR upon receipt of either written or oral notice to discontinue such practice. The CONTRACTOR shall comply with all OSHA, IDOL and other Federal and State safety standards.

Should the CONTRACTOR or his representatives damage property of the VILLAGE or that of other persons, the repair or replacement shall be the sole responsibility of the CONTRACTOR. Any such repair work shall be completed under the direction of the VILLAGE.

Closure of a public street shall not be permitted unless prior arrangements have been made with the DIRECTOR or his authorized representative and other agencies having jurisdiction over the street to be closed. When necessary, barricading and detouring of traffic shall be accomplished in conformance with the State of Illinois Manual of Uniform Traffic Control Devices for Highway Construction and Maintenance Operations, latest edition.

In addition, the CONTRACTOR will arrange to keep sidewalks open for public use wherever possible and to block only those portions of the streets deemed necessary for safety and the protection of property.

CONTRACTOR shall be solely and completely responsible for providing and maintaining safe conditions at the work site, including the safety of all persons and property during the performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours. CONTRACTOR shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

CONTRACTOR shall have no claim against the VILLAGE because of any damage or loss to the Work or to CONTRACTOR'S equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by other.

Notwithstanding any other provision of this Contract, CONTRACTOR'S obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of the VILLAGE or CONTRACTOR, to indemnify, hold harmless, or reimburse CONTRACTOR for the cost of any repair or replacement work required by this Section.

2.4 PROTECTION OF UTILITIES

Operations may be conducted in areas where electric, telephone, cable television, gas, sewer, water, streetlight, traffic signal, and other facilities exist. After the proposed location of a tree has been marked in the field by the VILLAGE, it shall be the responsibility of the CONTRACTOR to contact J.U.L.I.E. at 1-800-892-0123 before beginning any work to arrange for locations of all underground utilities.

It shall be the responsibility of the CONTRACTOR to ensure that all utilities have been located and that the proposed location for tree planting will not interfere with any of these facilities. The planting location may be adjusted in the field to accommodate the existing

underground utilities. If the planting location cannot be easily adjusted, the CONTRACTOR is to contact the FORESTRY CREW LEADER for further directions. Where there is the possibility of conflict with underground utilities, all holes for trees shall be dug by hand to prevent damage to the utility.

If the CONTRACTOR has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the CONTRACTOR in waiting for the utility to complete its work shall not be the responsibility of the CONTRACTOR.

The CONTRACTOR shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur and shall be responsible for all claims for damage due to CONTRACTOR'S operations.

2.5 LOCATIONS AND SCHEDULE OF WORK

The planting of trees will occur on public right-of-ways and open spaces throughout the VILLAGE. The exact locations of plantings and the exact species to be planted at each location will be provided to the CONTRACTOR prior to the Commencement Date. The FORESTRY CREW LEADER shall give notice to the CONTRACTOR of the number and species of trees to be planted at each location.

2.6 CONCURRENT OPERATIONS

This contract is a non-exclusive contract with the VILLAGE. The VILLAGE reserves the right to use other CONTRACTORS or its own employees to perform work similar to that being performed under this contract. Performance of work by others shall be construed as being consistent with the terms of this contract and shall not be cause for the CONTRACTOR to cease performance of work as directed.

The VILLAGE shall have the right to perform or have performed such other work as the VILLAGE may desire in, about, or near the Work Site during the performance of the Work by CONTRACTOR. CONTRACTOR shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other.

2.7 WORKING HOURS

The CONTRACTOR will be allowed to schedule his normal work hours between the hours of 7:00 AM and 5:00 PM Monday through Friday and between 8:30 AM and 5:00 PM on Saturday. Work during other hours will be allowed only on an emergency basis and as authorized by the DIRECTOR or FORESTRY CREW LEADER.

2.8 CLEANUP AND DISPOSAL

All debris and spoil from planting operations shall be cleaned up before the work crew leaves the site. All lawn areas shall be raked, all streets and sidewalks shall be swept, and all debris and spoil shall be removed from the site. Areas are to be left in a condition equal to that which existed prior to the commencement of planting operations. Furthermore, the CONTRACTOR will periodically remove all surplus materials and

debris from the streets as the work progresses so that the public may have full use of the streets and sidewalks a maximum amount of the time.

2.9 LICENSES AND PERMITS

The CONTRACTOR shall, at his expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The VILLAGE will waive the cost of all required licenses and fees with the exception of those fees associated with securing a business license to conduct business within the VILLAGE. It is possible that tree planting will occur on rights-of-way under the jurisdiction of the Illinois Department of Transportation and the Lake County Department of Transportation. It shall be the responsibility of the CONTRACTOR to obtain all necessary permits, lane closure permits, and other needed authorization to conduct operations on these rights-of-way. The CONTRACTOR will not be included under the general maintenance permits issued to the VILLAGE. The CONTRACTOR shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

2.10 SUBCONTRACTS

A. Approval and Use of Subcontractors and Suppliers.

The CONTRACTOR will not be allowed to subcontract work under this contract unless written approval is granted by the DIRECTOR. The SUBCONTRACTOR, as approved shall be bound by the conditions of the contract between the VILLAGE and the CONTRACTOR. If approved, the authorization for the use of a SUBCONTRACTOR will be to perform all work in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests will be directed to the CONTRACTOR. All directions given to the SUBCONTRACTOR in the field shall bind the CONTRACTOR as if the notice had been given directly to the CONTRACTOR.

The VILLAGE'S approval of any subcontractor, supplier, and subcontract shall not relieve CONTRACTOR of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of CONTRACTOR. Every reference in this Contract to "CONTRACTOR" shall be deemed also to refer to all subcontractors and suppliers of CONTRACTOR.

B. Removal of Subcontractors and Suppliers.

If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to the VILLAGE, Contractor shall immediately upon notice from the VILLAGE terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

2.11 SEVERABILITY

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this Contract shall be in any way affected thereby.

2.12 LEGAL RESPONSIBILITY

A. NOTICE TO PROCEED

The CONTRACTOR and SUBCONTRACTORS shall not commence work under this contract until a notice to proceed has been provided by the VILLAGE.

B. ACCIDENT NOTIFICATION

In the event of accidents of any kind, which involve the general public and/or private or public property, the CONTRACTOR shall immediately notify the DIRECTOR or his authorized representative and shall provide a full accounting of all details of the accident. The CONTRACTOR shall furnish the VILLAGE with copies of all reports of such accidents at the same time the reports are forwarded to any other interested parties.

C. REPAIRS AND RESTORATION

Any damage shall be repaired at the CONTRACTOR'S expense within ten (10) days of the occurrence (unless demonstrable reason a delay can be shown with the consent of the DIRECTOR.) Should the damage not be rectified within the agreed time or to the complete satisfaction of the DIRECTOR, the VILLAGE reserves the right to further repair or replace that which was damaged, or assess the CONTRACTOR such costs as may be reasonable and related to damage caused by the CONTRACTOR, and deduct these costs from any payment due the CONTRACTOR or failure may be cause for termination of the contract.

2.13 EXECUTION OF CONTRACT

The successful CONTRACTOR shall execute a contract in accordance with the Instructions to Bidders.

2.14 EQUIPMENT STORAGE

No provisions for overnight equipment storing will be provided by the VILLAGE except as may be designated by the DIRECTOR.

PART 3--PLANTING OF DECIDUOUS PARKWAY TREES

3.1 SPECIFIC PLANTING SPECIFICATIONS

All planting will be supervised in accordance with Sections 2.1 and 2.2 of these specifications. The FORESTRY CREW LEADER shall be notified at least one (1) full working day prior to planting any tree as to the location and time the planting will begin.

The VILLAGE will grind all existing tree stumps and leave a partial planting hole where the new tree is to be planted. The VILLAGE will supply the replacement trees to be loaded onto the CONTRACTORS' equipment at the Public Works facility. The CONTRACTOR shall carefully transport the trees to the appropriate locations. The CONTRACTOR shall excavate the planting holes to avoid damage to the surrounding parkway and shall excavate by hand if necessary. Planting Holes shall be excavated a minimum of 6 inches larger than the diameter of the root ball. Every effort shall be made to plant the tree at the proper depth. The root balls shall be inspected to locate the root collar on the trunk and the tree planted with the root collar level or slightly higher than grade. Any excess soil above the root collar shall be carefully removed from within the root ball. The burlap and twine and nylon string shall be removed from the top half of the root ball (above the wire basket, if present) prior to burying the root ball. Original soil and stump grinding chips shall be removed and replaced with new backfill consisting of pulverized black soil provided by the VILLAGE. Care shall be given to lightly pack the fill into the planting hole so large voids are eliminated. Spoil shall be hauled away and disposed of by the CONTRACTOR at a predetermined location designated by the FORESTRY CREW LEADER.

WATERING

All trees shall be watered by the CONTRACTOR at least once with thirty (30) gallons of water within three (3) days of the planting. The VILLAGE will provide a "Gator bag" with each tree to facilitate watering as well as a location to supply the water. This work is incidental to planting and no additional compensation shall be allowed. Additional watering may be desired and paid for at the contract price.

3.2 PRUNING

All trees shall be inspected during the planting process for dead, cracked or broken limbs and those limbs shall be carefully pruned from the tree. No live branches shall be removed from the canopy of the tree. All pruning cuts shall be made in accordance with the ANSI A300 Standards for Pruning Cuts. Wound treatments shall not be applied.

3.3 MULCHING

The CONTRACTOR shall mulch the trees with a woodchip mulch to a depth of 3 inches and the mulch dished around the tree. Mulch shall not be thicker than 1 inch at the base of the tree. The CONTRACTOR may pick up woodchips for this project at the Public Works facility at no expense to the CONTRACTOR. This work is incidental to planting and no additional compensation shall be allowed.

3.4 SAFETY REQUIREMENTS

The CONTRACTOR will at all times conduct the tree planting and related operations in a safe and responsible manner. The CONTRACTOR shall take whatever other steps may be necessary to operate safely. In addition the CONTRACTOR shall be required to deploy orange traffic cones around their vehicles when located on a public street.

3.5 PUBLIC RELATIONS

Recognizing that the replacement parkway trees may not be readily accepted by some citizens, it is the responsibility of the CONTRACTOR to maintain good public relations, yet still perform his task according to specifications. Dissatisfied citizens should be politely referred to the FORESTRY CREW LEADER. Work on trees at the dissatisfied citizen's address should be discontinued until the VILLAGE can meet with the citizen and address their concerns. Work at the dissatisfied citizen's address shall recommence only upon the express authorization of the FORESTRY CREW LEADER.

PART 4 – TERM OF CONTRACT

The term of this contract shall commence upon the execution of the contract and expire on November 30, 2014. However, if both the VILLAGE and the CONTRACTOR agree, the contract may be extended, one year at a time, for two (2) additional years at the same bid prices.

PART 5 – FINANCIAL ASSURANCES

5.1 BOND

Contemporaneous with CONTRACTOR'S execution of this Contract, CONTRACTOR shall provide a Performance Bond, on forms provided by the VILLAGE, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class III or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). CONTRACTOR shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet the warranty of this Contract, maintain and keep in force, at CONTRACTOR'S expense, the Bond required hereunder.

5.2 INSURANCE

Contemporaneous with CONTRACTOR'S execution of this Contract, CONTRACTOR shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in the Bid Proposal. Such policies shall be in a form, and from companies, acceptable to the VILLAGE. Such insurance shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the VILLAGE. CONTRACTOR shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranties made pursuant to this Contract, maintain and keep in force, at CONTRACTOR'S expense, the minimum insurance coverage's and limits set forth.

VILLAGE OF VERNON HILLS INSURANCE REQUIREMENTS

INSURANCE COVERAGES: All insurance policies shall be issued from insurance companies holding at least an "A" or better rating as rated by A.M. Best Company.

- A. Worker's Compensation and Employer's Liability with limits not less than:
- (1) Worker's Compensation: Statutory;
 - (2) Employer's Liability:
\$1,000,000 injury-per occurrence
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:
- (1) Bodily Injury/Property Damage
Combined Single Limit: \$1,000,000 per accident
All employees shall be included as insured's.
- C. Comprehensive General Liability with coverage written on an "occurrence" as is and with limits no less than:
- (1) Each Occurrence: \$1,000,000 General Aggregate: \$2,000,000
 - (2) Products and completed operations
Each Occurrence: \$1,000,000
General Aggregate: \$2,000,000
- Coverage's shall include:
- Premises/Operations
 - Independent Contractors
 - Personal Injury (with Employment Exclusion deleted)
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)
- D. **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.
- E. Village of Vernon Hills shall be named as an Additional Insured on the Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Umbrella/Excess Policies.
- F. When required from your insurance company, an endorsement naming the Village an additional insured must be submitted with the Certificate of Insurance

The CONTRACTOR shall not start any work under this Contract until they obtain all insurance required and such insurance has been approved by the VILLAGE. The CONTRACTOR shall not allow any SUBCONTRACTOR to commence work on their subcontract until the Subcontractor has obtained all insurance required and such insurance has been approved by the VILLAGE. Such insurance shall be maintained during the entire life of the Contract. The CONTRACTOR and SUBCONTRACTOR shall submit, on forms satisfactory to the VILLAGE, Certificates of Insurance showing the required coverage.

The Certificate of Insurance shall name as additional insured the VILLAGE OF VERNON HILLS. All costs associated with meeting these requirements shall be considered incidental to the Contract.

5.3 INDEMNIFICATION

CONTRACTOR shall indemnify, save harmless, and defend the VILLAGE against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorney's fees and administrative expenses, that may arise or be alleged to have arisen, out of or in connection with CONTRACTOR'S performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of CONTRACTOR, except to the extent caused by the sole negligence of the VILLAGE.

PART 6 – PAYMENT

6.1 CONTRACT PRICE

The VILLAGE shall pay to CONTRACTOR, in accordance with and subject to the terms and conditions set forth in this Part 6 and the Bid Proposal, and CONTRACTOR shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in the Bid Proposal (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in the Contract.

6.2 TAXES AND BENEFITS

The VILLAGE is exempt from and shall not be responsible to pay, or reimburse CONTRACTOR for, any state or local sales, use, or excise taxes.

6.3 PROGRESS PAYMENTS

A. Payment in Installments. The Contract Price may be paid in installments in the manner set forth in this section ("Progress Payments").

B. Pay Requests. CONTRACTOR shall, as a condition precedent to its opportunity to receive a Progress Payment, submit to the VILLAGE a pay request in the form provided by the VILLAGE ("Pay Request"). The first Pay Request shall be submitted

not sooner than 30 days following commencement of the Work. Each Pay Request shall include a CONTRACTOR'S certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to the VILLAGE'S obligation to pay all or any part of the Contract Price or any other consideration for the Work.

D. Payments. Pursuant to this section CONTRACTOR may request partial payment of the contract price after the delivery of the trees from the nursery and the trees have been found to be in satisfactory condition but before the trees have been planted. Partial payment may also be made after any stumps are satisfactorily removed. Partial payment awarded under this section shall be equal to the value of that portion of the work, as a pro-rated share of the total contract price but not exceeding more than sixty percent (60%) of the total contract price. Furthermore, complete payment for the total amount of trees planted shall not be made until the thirty (30) day guarantee period has expired and all trees are found to be in acceptable condition.

6.4 LIENS

A. Title. Nothing in this Contract shall be construed as vesting in CONTRACTOR any right of property in any materials, supplies, and other items provided under this Contract after they have been incorporated into the Work or the Work Site. All such materials, supplies, and other items shall, upon being so incorporated, become the property of the VILLAGE, but such title shall not release CONTRACTOR from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. CONTRACTOR shall, from time to time at the VILLAGE'S request and in any event prior to Final Payment, furnish to the VILLAGE such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish to the reasonable satisfaction of the VILLAGE, that no lien against the Work or the public funds held by the VILLAGE exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then CONTRACTOR shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, the VILLAGE shall have the right to retain from any money payable hereunder an amount that the VILLAGE, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorney's fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

6.5 DEDUCTIONS

A. VILLAGE'S Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of the VILLAGE'S other rights or remedies, the VILLAGE shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate the VILLAGE for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which CONTRACTOR is liable under this Contract; (3) state or local sales, use, or excise taxes from which the VILLAGE is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of SUBCONTRACTORS, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of CONTRACTOR to complete the Work; (8) failure of CONTRACTOR to properly complete or document any Pay request; (9) any other failure of CONTRACTOR to perform any of its obligations under this Contract; or (10) the cost to the VILLAGE, including attorney's fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the VILLAGE'S remedies set forth in Section 7.3 of this Contract.

B. Use of Withheld Funds. The VILLAGE shall be entitled to retain any and all amounts withheld pursuant to Subsection 6.5A above until CONTRACTOR shall have either performed the obligations in Question or furnished security for such performance satisfactory to the VILLAGE. The VILLAGE shall be entitled to apply any money withheld or any other money due CONTRACTOR under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by the VILLAGE and chargeable to CONTRACTOR under this Contract.

PART 7 – DISPUTES AND REMEDIES

7.1 DISPUTE RESOLUTION PROCEDURE

A. Notice of Disputes and Objections. If CONTRACTOR disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of the VILLAGE, CONTRACTOR may notify the VILLAGE in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which CONTRACTOR claims it will be entitled as a result thereof; provided, however, that CONTRACTOR shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by the VILLAGE, without regard to such dispute or objection. Unless CONTRACTOR so notifies the VILLAGE within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, CONTRACTOR shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, the VILLAGE and CONTRACTOR agree to engage in

good faith negotiations. Within three business days after the VILLAGE'S receipt of CONTRACTOR'S ~~written notice of dispute or objection~~, a conference between the VILLAGE and CONTRACTOR shall be held to resolve the dispute. Within three business days after the end of the conference, the VILLAGE shall render its final decision, in writing, to CONTRACTOR. If CONTRACTOR objects the final decision of the VILLAGE, then it shall, within three business days, give the VILLAGE notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless CONTRACTOR so notifies the VILLAGE, CONTRACTOR shall be conclusively deemed (1) to have agreed to and accepted the VILLAGE'S final decision and (2) to have waived all claims based on such final decision.

7.2 CONTRACTOR'S REMEDIES

If the VILLAGE fails or refuses to satisfy a final demand made by CONTRACTOR pursuant to Section 7.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of CONTRACTOR, within ten days following receipt of such demand, then CONTRACTOR shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

7.3 VILLAGE'S REMEDIES

If it should appear at any time prior to Final Payment that CONTRACTOR has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or CONTRACTOR'S rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after CONTRACTOR'S receipt of written notice of such Event of Default, then the VILLAGE shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. The VILLAGE may require CONTRACTOR, within such reasonable time as may be fixed by the VILLAGE, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring CONTRACTOR and the Work into compliance with this Contract.
2. The VILLAGE may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from CONTRACTOR all the cost and expense, including attorneys' fees and administrative costs, incurred by the VILLAGE in connection therewith.
3. The VILLAGE may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.

4. The VILLAGE may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. The VILLAGE may withhold from any Progress Payment or Final payment, whether or not previously approved, or may recover from CONTRACTOR, any and all costs, including attorneys' fees and administrative expenses, incurred by the VILLAGE as the result of any Event of Default or as a result of actions taken by the VILLAGE in response to any Event of Default.

7.4 TERMINATIONS AND SUSPENSIONS DEEMED FOR CONVENIENCE

Any termination or suspension of CONTRACTOR'S rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension, for the convenience of the VILLAGE under Section 1.9 of the Contract.

PART 8 – LEGAL RELATIONSHIPS AND REQUIREMENTS

8.1 BINDING EFFECT

This Contract shall be binding upon the VILLAGE and CONTRACTOR and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

8.2 RELATIONSHIP OF THE PARTIES

CONTRACTOR shall act as an independent CONTRACTOR in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed to create the relationship of principal and agent, partners, or joint ventures between the VILLAGE and CONTRACTOR.

8.3 NO COLLUSION

CONTRACTOR hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the VILLAGE prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that CONTRACTOR has, in procuring this Contract, colluded with any other person, firm, or corporation, then CONTRACTOR shall be liable to the VILLAGE for all loss or damage that the VILLAGE may suffer thereby, and this Contract shall, at the VILLAGE'S option, be null and void.

8.4 ASSIGNMENT

CONTRACTOR shall not (1) assign this Contract in whole or in part, (2) assign any of CONTRACTOR'S rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of the VILLAGE, which approval may be withheld in the sole and unfettered discretion of the VILLAGE.

8.5 NOTICES

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any United States Post Office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the VILLAGE shall be addressed to, and delivered at, the following address:

Village of Vernon Hills
490 Greenleaf Drive
Vernon Hills, IL 60061-1039
Attention: David H. Brown
Director of Public Works

Notices and communications to CONTRACTOR shall be addressed to, and delivered at, the following address:

P.O. Box 127
Clarendon Hills, IL
60514

8.6 GOVERNING LAWS

This Contract and the rights of the VILLAGE and CONTRACTOR under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

8.7 COMPLIANCE WITH LAWS AND GRANTS

CONTRACTOR shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations.

CONTRACTOR at all times during the term of this contract shall observe and abide by all Federal, State, Village of Vernon Hills ordinances, and other local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction.

CONTRACTOR shall also comply with all relevant United States, Illinois and Vernon Hills statutes and ordinances. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

8.8 TIME

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

BID PROPOSAL

PARKWAY TREE REPLACEMENT PLANTING 2014

VILLAGE OF VERNON HILLS

PUBLIC WORKS DEPARTMENT

IMPORTANT TREE PLANTING BID DETAILS:

The VILLAGE will designate the number of trees to be planted based upon availability funds for tree replacement and the number of trees needing to be replaced. The VILLAGE anticipates replacing 1100 trees starting in late April and continuing until all trees are planted, ending in late June 2014. The VILLAGE reserves the right to designate how many trees will be planted as it deems to be in its best interest.

For the purpose of comparing bids, the amount bid will be based upon a per tree price which will include all labor, materials and transportation to plant a 2.5 inch caliper Parkway Tree within the Village of Vernon Hills. The VILLAGE will supply the trees, soil, mulch and water. The VILLAGE will also supply the labor to load the trees, soil and mulch onto CONTRACTORS equipment. The VILLAGE will grind the existing tree stumps to provide a semi-prepared planting hole.

BID AMOUNT:

After becoming familiar with the general conditions, special conditions and the specifications attached hereto, and being fully acquainted with the extent, nature, and local conditions affecting the cost and performance of the proposed work, hereby proposes to furnish all supervision, labor, tools, equipment and materials necessary to perform and complete the work herein described at the following prices:

	<u>Cost per tree</u>	<u>Total Cost</u>
Plant approximately 1100 parkway trees	<u>\$19.50</u>	<u>\$76,450</u>

Includes Transporting, planting, initial watering and mulching.

Optional: Cost for additional watering per tree.

\$7.50 per



Signature

THE TLC GROUP INC

Company Name

3-28-14

Date

BIDRIGGING

PURSUANT TO ILLINOIS REVISED STATUTES, CHAPTER 38, SECTION 33E-1, THE UNDERSIGNED CERTIFIES ON BEHALF OF HIMSELF AND/OR AS AGENT OR EMPLOYEE OF _____ THAT THIS CONTRACTOR HAS NOT BEEN BARRED FROM CONTRACTING WITH ANY UNIT OF STATE OR LOCAL GOVERNMENT AS A RESULT OF A VIOLATION OF EITHER A BID RIGGING OR BID ROTATING CONVICTION AND FURTHER CERTIFIES THAT SAID INDIVIDUAL OR ENTITY OWES NO DELINQUENT TAXES ADMINISTERED BY THE DEPARTMENT OF REVENUE UNLESS THE INDIVIDUAL OR OTHER ENTITY IS CONTESTING, IN ACCORDANCE WITH THE PROCEDURES ESTABLISHED BY THE APPROPRIATE REVENUE ACT, ITS LIABILITY FOR THE TAX OR THE AMOUNT OF THE TAX.

SUBMITTED BY: the TLC Group II
STEPHEN GAY Director of Operation 630-789-8894
(Print Name) (Title) (Telephone)
P.O. Box 127 CLARENDON Hills IL 60514
(Address) (City) (State) (Zip)

Signature: [Signature] Date: 3-28-14

State of Illinois County of DuPage

Signed or attested before me on this 28th day of March, 2014

Diane H Gay
(Name of Person)

SEAL

[Signature]
(Signature of Notary Public)



REFERENCES

The CONTRACTOR shall provide the VILLAGE with a list of at least 3 municipalities where they have satisfactorily completed tree planting work in the Chicago area in yearly contract amounts in excess of \$10,000 for a two (2) year period.

Failure to complete will result in rejection of bid.

1. Municipality Highland Park Contact Person Joe

Phone # 847-432-0807 Number of Years serviced 2

2. Municipality City of Oak Brook Terrace Contact Person CRAIG WARD

Phone # 630-941-8310 Number of Years serviced 2

3. Municipality North Aurora Contact Person Mike Glock

Phone # 630-897-1457 Number of Years serviced 2

4. Municipality _____ Contact Person _____

Phone # _____ Number of Years serviced _____

EQUIPMENT

Please provide a list of types and numbers of equipment that is available for use.

TRUCKS and TRAILERS Yes

SKID STEERS Yes

OTHER SPECIALTY EQUIPMENT OWNED

Anything that is necessary for LANDSCAPE Related Jobs-
