

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2018-0521`

Innoprise Contract #: C18-0103

Year: 2018

Amount: \$170,152.06

Department: Parks - Gary Couch/Matt Creed

Contract Type: Small Construction and Installation

Contractors Name: Innovation Landscape Inc.

Contract Description: Brentwood Park Renovation

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
OrlandPark.org



TRUSTEES
Kathleen M. Fenton
James V. Dodge
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

August 23, 2018

Ms. Nataly Perez
Innovation Landscape Inc.
1481 Plainfield Road
Oswego, Illinois 60543

NOTICE TO PROCEED – Brentwood Park Renovation

Dear Ms. Perez:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, insurance documents and bonds in order for work to commence on the above stated project as of August 16, 2018. Please find enclosed, your bid bond, which is hereby released as we have received the payment and performance bonds.

Please contact Matt Creed at 708-403-6108 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract and it will be emailed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated August 8, 2018 in an amount not to exceed One Hundred Thirty Three Thousand Two Hundred Twenty One and 52/100 (\$133,221.52) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,



Denise Domalewski
Purchasing & Contract Administrator

Encl:

CC: Gary Couch
Matt Creed

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Meholek

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August 8, 2018

Ms. Nataly Perez
Innovation Landscape Inc.
1481 Plainfield Road
Oswego, Illinois 60543

NOTICE OF AWARD – Brentwood Park Renovation

Dear Ms. Perez:

This notification is to inform you that on August 6, 2018, the Village of Orland Park Board of Trustees approved awarding Innovation Landscape Inc. the contract in accordance with the bid you submitted dated July 25, 2018 for Brentwood Park Renovation for an amount not to exceed One Hundred Seventy Thousand One Hundred Fifty-Two and 06/100 (\$170,152.06) Dollars.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by August 22, 2018

- Attached is the Contract for Brentwood Park Renovation. Please sign and return directly to me. I will obtain signatures to fully execute the Contract and one fully executed Contract will be returned to you.
- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation
- Please submit Performance and Payment Bonds, dated August 8, 2018. Your Bid Bond will be returned upon receipt of the Performance and Payment Bonds.

Deliver this information directly to me, Denise Domalewski, Purchasing & Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements, and Performance & Payment Bonds are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,



Denise Domalewski
Purchasing & Contract Administrator

cc. Gary Couch
Matt Creed

 ORLAND PARK
Brentwood Park Renovation
(Contract for Small Construction or Installation Project)



This Contract is made this 8th day of August, 2018 by and between THE VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and INNOVATION LANDSCAPE, INC. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Contract

The Terms and General Conditions pertaining to the Contract

The VILLAGE'S Project Manual for the Work as described in Section 2 hereunder

- o The Invitation to Bid issued July 11, 2018
- o The Instructions to the Bidders ITB#18-034
- o Any addenda issued

The Bid Proposal dated July 25, 2018 as it is responsive to the VILLAGE's bid requirements

Certificate of Compliance

Certificates of Insurance

Performance and Payment Bonds required by the VILLAGE

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to perform the following:

The renovation of Brentwood Park, 8901 Pine Street, Orland Park, Illinois. The Village of Orland Park will be providing the new equipment for installation.

(hereinafter referred to as the "WORK") as described in the VILLAGE'S Project Manual (Bid Documents) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amounts for the WORK:

Base Bid	\$164,890.56
Alternate #1 Water Misters	\$ 8,400.00
Alternate #2 Bench at Playground	\$ 2,261.50
Alternate #3 Asphalt Removal by Village	(\$ 5,400.00)

TOTAL: an amount not to exceed One Hundred Seventy Thousand One Hundred Fifty-Two and 06/100 (\$170,152.06) Dollars

(hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

10% retention will be withheld for this project. When final acceptance is obtained the retention will be released in its entirety.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK except to the list of Subcontractors approved by the Village, which approval shall not be unreasonably withheld.

SECTION 4: TERM OF THE CONTRACT: The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by November 30, 2018, (hereinafter referred to as the "CONTRACT TIME"). Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify, defend, and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole

discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.)

SECTION 7: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 8: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, return receipt requested, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt only if the PARTIES agree separately to use e-mail for providing notice. Notice shall be sent to the following:

To the VILLAGE:

Denise Domalewski
Purchasing & Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orlandpark.org

To the CONTRACTOR:

Nataly Perez
President
Innovation Landscape Inc.
1481 Plainfield Road
Oswego, Illinois 60543
Telephone: 815-557-0473
Facsimile: 815-327-3689
e-mail: nataly@innovationlandscapeinc.com

or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.

SECTION 9: LAW AND VENUE: The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

SECTION 10: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 11: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: THE VILLAGE

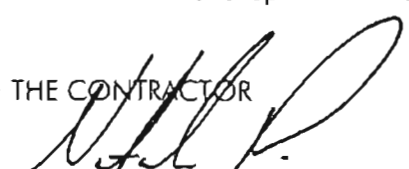
By: 

Print name: Joseph S. Lamoreaux

Title: Village Manager

Date: 8/21/18

FOR: THE CONTRACTOR

By: 

Print name: Nataly Perez

Title: President

Date: 8/8/18

ORLAND PARK
CONSTRUCTION CONTRACT
Terms and General Conditions

Terms and General Conditions for the CONTRACT between THE VILLAGE OF ORLAND PARK (the "VILLAGE") and INNOVATION LANDSCAPE INC. (the "CONTRACTOR") for Veterans Park Playground Renovation (the "WORK") dated August 8, 2018 (the "CONTRACT").

ARTICLE 1: DUTIES OF THE PARTIES

1.1. VILLAGE'S RIGHTS AND DUTIES

- 1.1.1. Upon request of CONTRACTOR the VILLAGE shall furnish in a timely and agreed upon schedule and manner, information relevant to the project or project site as requested by the CONTRACTOR and deemed by the CONTRACTOR and the Village to be necessary for the performance of the WORK of the CONTRACT.
- 1.1.2. The VILLAGE shall furnish access to its buildings and the site of the WORK, as is necessary and in the best interests of the VILLAGE, for the performance of the WORK and shall provide, at its own expense as needed, temporary or permanent easements, zoning and other remedy as may be requested by the CONTRACTOR to remove or reduce restrictions or limitations that negatively affect the CONTRACTOR'S ability to perform the WORK as outlined in the bidding documents and the CONTRACT.
- 1.1.3. The VILLAGE shall have the right to immediately stop the WORK by providing written notice to the CONTRACTOR should the CONTRACTOR fail to correct WORK not in accordance with the CONTRACT Documents which stoppage will remain in effect until the WORK is corrected without giving rise to any duty on the part of the VILLAGE to stop the WORK for the benefit of the CONTRACTOR or any other entity.
- 1.1.4. The VILLAGE may, at the CONTRACTOR'S expense, correct deficiencies in the WORK to make it conform to the CONTRACT.
- 1.1.5. If the CONTRACTOR does not correct or cure a default, with reasonable promptness after receiving a written notice from the VILLAGE, the VILLAGE may, at its option, correct the default and deduct the VILLAGE's cost of the correction or cure from the amounts owed to the CONTRACTOR.

1.2. CONTRACTOR'S RIGHTS AND DUTIES

- 1.2.1. The CONTRACTOR shall perform the WORK in accordance with the CONTRACT documents.
- 1.2.2. The CONTRACTOR shall examine existing conditions and take field measurements to facilitate the performance of the WORK throughout the duration of the CONTRACT and

shall report to the VILLAGE any errors, inconsistencies or omissions discovered during the performance of the CONTRACT.

1.2.3. CONTRACTOR shall pay for all material, labor and incidental costs necessary for the completion of the WORK.

1.2.4. CONTRACTOR warrants that the WORK performed/provided shall be fully compliant with the plans, specifications and bid documents for the WORK. The CONTRACTOR warrants that the WORK shall be free from defects for one (1) year after the final acceptance of the WORK by the VILLAGE, or the length of time guaranteed under the warranty provided by the manufacturer for materials used in the WORK, whichever is greater. Where there are defects and/or deficiencies, following notice of said defects or deficiencies provided to the CONTRACTOR by the VILLAGE, the CONTRACTOR agrees to promptly correct them to the VILLAGE's satisfaction. All manufacturers' guarantees and warranties shall be delivered without variance to the VILLAGE prior to final acceptance.

1.2.5. The CONTRACTOR shall perform the work per the terms of the approved schedule and complete the WORK within the terms and time limits of the CONTRACT.

1.2.6. The CONTRACTOR shall obtain and pay for all required permits, licenses, fees, inspections and certifications required of or by the WORK.

1.2.7. CONTRACTOR shall comply with all local, state and federal statutes, ordinances, codes, rules, and regulations governing the performance of the CONTRACTOR for the completion of the WORK, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) and the Illinois Human Rights Act (775 ILCS 5/1-01 et seq.) The CONTRACTOR shall obtain and preserve per the terms of the Document Retention Laws of the State of Illinois, certified payroll records for all work performed to complete the WORK, including that work performed by all those contractors subordinate to the CONTRACTOR or Subcontractor.

1.2.7.1. 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 "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>. All CONTRACTORS and Subcontractors rendering services under this CONTRACT must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. Each CONTRACTOR and Subcontractor participating on this project shall make and keep those records required under Section 5 of the Prevailing Wage Act (820 ILCS 130/5). In conformance with the Act, each CONTRACTOR and/or Subcontractor participating on this Project shall maintain records of all laborers, mechanics and other workers employed by them on this Project, including the following information on each worker: (1) name; (2) address; (3) telephone number when available; (4) social security number; (5) classification or classifications; (6) hourly wages paid in each pay period; (7) number of hours worked each day; and

(8) starting and ending times of each day. These records shall be kept by the participating CONTRACTOR and Subcontractor for a period of not less than three (3) years. Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the above-referenced information as well as a statement signed by the participating CONTRACTOR or Subcontractor that certifies: (a) the records are true and accurate; (b) the hourly rates paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act; and (c) the CONTRACTOR or Subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

1.2.7.2. Neither the CONTRACTOR nor its Subcontractors shall tolerate or engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. The CONTRACTOR shall maintain, and require that its Subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all Subcontractors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for work to be performed under the CONTRACT.

1.2.8. CONTRACTOR will not be relieved of any obligation to the VILLAGE under the CONTRACT due to failure to examine or receive documents, visit or become familiar with conditions or from facts of which CONTRACTOR should have been aware and VILLAGE, as existing law may allow, shall reject all claims related thereto.

ARTICLE 2: CONTRACT DOCUMENTS

2.1. The CONTRACT consists of the following documents and items:

- 2.1.1. Agreement between the parties
- 2.1.2. Terms and General Conditions to the Agreement
- 2.1.3. Special Conditions to the Agreement, if any
- 2.1.4. The Project Manual dated July 11, 2018 which includes
 - Invitation to Bid
 - Instructions to the Bidders
 - Specifications and Drawings, if any
 - Addenda, if any
- 2.1.5. Accepted Bid Proposal as it conforms to the bid requirements
- 2.1.6. Certificate of Compliance required by the VILLAGE
- 2.1.7. Required Certifications and documents as may be required by other project funding agencies
- 2.1.8. Required Certificates of Insurance
- 2.1.9. Performance and Payment Bonds

ARTICLE 3: PAYMENTS AND COMPLETION

- 3.1. The VILLAGE requires for each Request for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, supplier or other appropriate party included in that payment. For every party listed the CONTRACTOR shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the CONTRACTOR. The CONTRACTOR's partial or final waiver of lien must be included. Payments shall not be made by the VILLAGE without such lien waivers and contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements.
- 3.2. No certificate shall be issued in favor of the CONTRACTOR and no payment will be made by the VILLAGE for material not installed or built into the WORK without written authorization from the VILLAGE.
- 3.3. Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the requirements as referenced above in Section 1.2.7.1.
- 3.4. Upon satisfaction of the terms and conditions of the CONTRACT, the CONTRACTOR agrees to provide the VILLAGE with a final release and waiver of all liens covering all of the WORK performed under the CONTRACT relative to the project prior to issuance of final payment. Said final waiver of lien shall identify and state that all Subcontractors have been paid in full and there are no contract balances outstanding and owed to any Subcontractor.
- 3.5. All payments shall be made to Contractor by Village pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

ARTICLE 4: TAXES

- 4.1. The VILLAGE is a public body and is exempt from excise, sales and use taxes and will furnish CONTRACTOR with exemption numbers as required. This shall also apply to Subcontractors, and subcontractors of the Subcontractor. No Requests for Payments associated with the WORK may include any such taxes.

ARTICLE 5: INSPECTION OF MATERIALS

- 5.1. The VILLAGE shall have a right to inspect any materials, equipment or processes used during the performance of this CONTRACT. The CONTRACTOR shall be responsible for the Quality Assurance / Quality Control standards for all materials, equipment, components or completed WORK finished under this CONTRACT, including through the expiration of the warranty period. Materials, equipment, components or completed WORK not complying therewith may be rejected by the VILLAGE and shall be removed and replaced by the CONTRACTOR to the satisfaction of the VILLAGE, at no cost to the VILLAGE within the agreed-upon time period. All material replaced shall be fully warranted as new material.

ARTICLE 6: ASSIGNMENT

- 6.1. The CONTRACTOR's duties and obligations under the CONTRACT shall not be assigned without the express written consent of the VILLAGE.
- 6.2. WORK not performed by the CONTRACTOR with its own forces shall be performed by Subcontractors or Sub-subcontractors. The CONTRACTOR shall be responsible for management of the Subcontractors in the performance of their work.
- 6.3. The CONTRACTOR shall not contract with anyone for performance of the WORK hereunder to whom the VILLAGE has a reasonable objection.
- 6.4. The CONTRACTOR shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the VILLAGE's reasonable requirements or objections as to form and content.
- 6.5. By appropriate agreement, written where legally required for validity, the CONTRACTOR shall require each Subcontractor, to the extent of the WORK to be performed by the Subcontractor, to be bound to the CONTRACTOR by terms of the CONTRACT, and to assume toward the CONTRACTOR all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's work, which the CONTRACTOR, by these documents, assumes toward the VILLAGE. Each subcontract agreement shall preserve and protect the rights of the VILLAGE under the CONTRACT documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR, by the CONTRACT, has against the VILLAGE. Where appropriate, the CONTRACTOR shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The CONTRACTOR shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the contract to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the CONTRACT documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

ARTICLE 7: GUARANTEES AND WARRANTIES

- 7.1. All guarantees and warranties required shall be furnished by the CONTRACTOR and shall be delivered to the VILLAGE before the final payment or payment retention will be paid to the CONTRACTOR.
- 7.2. The CONTRACTOR shall supply the VILLAGE with "as-built" plans bearing the signature and seal or stamp, of an Illinois-licensed Professional Engineer prior to the VILLAGE making the final payment.

ARTICLE 8: DEFAULT

- 8.1. If the CONTRACTOR fails to begin the WORK under this CONTRACT within the time specified, or fails to perform the WORK in accordance with the terms of the approved schedule or performs the WORK in a manner unacceptable to the VILLAGE, or neglects or refuses to remove

materials or perform anew such WORK as has been rejected by the VILLAGE, or if the CONTRACTOR shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall fail to carry on the WORK in a manner required by the CONTRACT, the VILLAGE shall give notice as hereinafter provided to the CONTRACTOR and its surety in writing specifying such failure, delay, neglect, refusal or default, and if the CONTRACTOR, within a period of ten (10) calendar days after the giving of such notice, shall not proceed in accordance therewith, then the VILLAGE shall have full power and authority to declare this CONTRACT and the CONTRACTOR in default, and to forfeit the rights of the CONTRACTOR in this CONTRACT.

- 8.2. Upon declaration of CONTRACTOR's default, the VILLAGE may, at its option, call upon the surety to complete the WORK in accordance with the terms of this CONTRACT or may take over the WORK, including any materials on the WORK site as may be suitable and acceptable to the VILLAGE and may complete the WORK by its own forces or on its own account, or may enter into a new contract or contracts for the completion of the WORK, or may use such other methods as shall be required for the completion of the WORK in an acceptable manner as the VILLAGE may in its discretion determine.
- 8.3. All costs and charges incurred by the VILLAGE, together with the cost of completing the WORK shall be deducted from any moneys due or which may become due on this to the CONTRACTOR under this CONTRACT. Following any payment due and received by the VILLAGE from the CONTRACTOR's surety following default, if the expense so incurred by the VILLAGE is less than the sum paid to the Village by the surety under this CONTRACT for work remaining, the surety shall be entitled to receive the excess difference paid to the VILLAGE. When such CONTRACTOR default costs incurred by the VILLAGE exceeds the sum paid to the VILLAGE for the work remaining under the CONTRACT, the CONTRACTOR and the surety shall be liable and shall pay to the VILLAGE the full cost of such additional expenses.

ARTICLE 9: DISPUTES AND VENUE

- 9.1. Disputes between the VILLAGE and the CONTRACTOR shall be handled according to the terms of the CONTRACT (including all subsequent approved Change Orders) and applicable Law, with the final decision regarding disputes resting with the Village Manager or his or her designee. All disputes concerning a question of fact under the CONTRACT shall be expressed in writing by the parties and, if within seven (7) days after receipt of such notice the parties have not disposed of the dispute by agreement, the dispute, as it was expressed in writing by the parties, shall be subject to mediation under terms agreed to by the parties. Pending final decision of a dispute hereunder, the parties shall proceed diligently with the performance of the CONTRACT.
- 9.2. Any legal action taken by either party shall be decided based upon and governed by the laws of the State of Illinois and venue for such disputes shall be Cook County, Illinois.

ARTICLE 10: CONTRACT TIME

- 10.1. Time is of the essence with respect to all performance time schedules and timely completion of the WORK under the CONTRACT. VILLAGE shall not grant, and CONTRACTOR shall not seek damages for delays. However, VILLAGE shall review a CONTRACTOR's request for additional time, and may at VILLAGE's option and as conditions warrant, grant an increase in the CONTRACT time for delays beyond CONTRACTOR's control and not caused by

CONTRACTOR, its Subcontractors or others for whose actions CONTRACTOR is liable.

ARTICLE 11: INSURANCE AND INDEMNIFICATION

11.1. Insurance Requirements

11.1.1. The successful bidder shall, within ten (10) business days of said receipt of notice of award of the CONTRACT, furnish to the VILLAGE a certificate of insurance showing the VILLAGE, its trustees, officers, directors, agents, employees, representatives and assigns as additional insureds to the General Liability and Automobile Liability policies by appropriate endorsement. Such coverages shall be placed with a provider acceptable to the VILLAGE, which is licensed to do business in the State of Illinois, and that maintains a minimum A. M. Best rating of A VII. The insurance coverages afforded under the CONTRACTOR's General Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitees. A Waiver of Subrogation in favor of the Additional Insureds shall apply to General liability and Worker's Compensation. Certificates of insurance must state that the insurer shall provide the VILLAGE with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. All required insurance shall be maintained by the CONTRACTOR in full force and effect during the life of the CONTRACT, and until such time as all WORK has been approved and accepted by the VILLAGE. This provision constitutes the VILLAGE's continuing demand for such certificates and endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of the CONTRACT. Failure of the VILLAGE to request such certificates and endorsements shall not relieve the CONTRACTOR of these obligations to provide insurance.

11.1.2. The amounts and types of insurance required are defined in Exhibit A, a copy of which is attached hereto and made a part hereof.

11.1.3. CONTRACTOR shall cause each Subcontractor to maintain insurance of the type specified in Exhibit A. Prior to CONTRACT acceptance, and at any time when requested by the VILLAGE, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor and Sub-subcontractor.

11.2. Indemnification

11.2.1. The CONTRACTOR shall defend, indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their

assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

11.2.2. The CONTRACTOR shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the VILLAGE and any other indemnified party. The VILLAGE or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the CONTRACTOR shall promptly reimburse the VILLAGE or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the VILLAGE or other indemnified party in connection therewith.

ARTICLE 12: PERFORMANCE AND PAYMENT BONDS

12.1 The CONTRACTOR shall furnish Performance and Payment Bonds acceptable to the VILLAGE in the full amount of the CONTRACT. Bonds shall be from a surety licensed to do business in Illinois and said surety shall have a minimum A.M. Best rating of A-V. Each Bond shall require a time period during which the Bond can be called limited only to the extent required by Illinois law.

ARTICLE 13: EXECUTION OF CONTRACT

13.1 Execution of the CONTRACT between VILLAGE and CONTRACTOR is contingent upon receipt of required Certificates of Insurance, required signed certifications and required Performance and Payment Bonds.

ARTICLE 14: CHANGES IN THE WORK

14.1. All changes in the WORK must be requested by CONTRACTOR and approved by the VILLAGE via an Authorization to Proceed document bearing the signature of the Project Principle for VILLAGE. Any change order or series of change orders that increase or decrease the CONTRACT value by \$10,000 or more, or that increases or decreases the CONTRACT duration beyond the approved project schedule must be accompanied by a written request from CONTRACTOR justifying the additional cost or change in schedule. Within an agreed upon period of time, VILLAGE will provide a response to CONTRACTOR's Change Order or Time request by providing a determination signed by the VILLAGE or its designee finding that the change requested was not reasonably foreseeable at the time the CONTRACT was signed, the change is germane to the CONTRACT or the change is in the best interest of VILLAGE. Any change increasing the original CONTRACT value by fifty percent (50%) or more must be re-bid by VILLAGE as required by law.

ARTICLE 15: TERMINATION

15.1. VILLAGE may, at any time, terminate the CONTRACT for the VILLAGE's convenience and without cause upon written notice to the CONTRACTOR and payment for all WORK directed to be performed prior to the effective date of termination along with agreed upon reasonable overhead and profit.

EXHIBIT A

Insurance Requirements

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

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

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 - Each Occurrence \$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's.

"Original"

BIDDER SUMMARY SHEET

Bid #18-034 – Brentwood Park Renovation

Business Name: Innovation Landscape INC
Street Address: 1481 Plainfield Rd
City, State, Zip: OSwego IL 60543
Contact Name: Nataly Perez
Title: President
Phone: 815-557-0473 Fax: 815-327-3689
E-Mail address: nataly@innovationlandscapeinc.com

BID PROPOSAL

BASE BID:	\$ <u>164,890.56</u>
ALTERNATE #1: WATER MISTERS	\$ <u>8,400.00</u>
ALTERNATE #2: BENCH AT PLAYGROUND	\$ <u>2,261.50</u>
ALTERNATE #3: ASPHALT REMOVAL	(\$ <u>5,400.00</u>)
GRAND TOTAL BID PRICE	\$ <u>170,152.06</u>

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Nataly P.
Signature of Authorized Signee: Nataly Perez
Title: President Date: 7/25/18

CERTIFICATE OF COMPLIANCE

Bidders shall complete this Certificate of Compliance. Failure to comply with all submission requirements may result in a determination that the Bidder is not responsible.

The undersigned Nataly Perez
(Enter Name of Person Making Certification)

as President
(Enter Title of Person Making Certification)

and on behalf of Innovation Landscape INC
(Enter Name of Business Organization)

certifies that Bidder is:

1) A BUSINESS ORGANIZATION: Yes ☒ No ☐

Federal Employer I.D. #: 46-5209172
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Bidder is (check one):

- ☐ Sole Proprietor
☐ Independent Contractor (Individual)
☐ Partnership
☐ LLC
☒ Corporation

Illinois
(State of Incorporation)

03/2014
(Date of Incorporation)

2) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes ☒ No ☐

The Bidder is authorized to do business in the State of Illinois.

3) ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS: Yes ☒ No ☐

The Bidder is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

4) SEXUAL HARRASSMENT POLICY COMPLIANT: Yes ☒ No ☐

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment

policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and 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) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes ☒ No []

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Bidder shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Subcontract" means any agreement, arrangement or understanding, written or otherwise, between

the Bidder and any person under which any portion of the Bidder's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Bidder or other organization and its customers.

In the event of the Bidder's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Bidder may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

6) PREVAILING WAGE COMPLIANCE: Yes ☒ No ☐

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <https://www2.illinois.gov/idol/laws-rules/conmed/pages/prevailing-wage-rates.aspx>).

The undersigned Bidder further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

In accordance with Public Act 94-0515, the Bidder will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such

records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Bidder is aware that knowingly filing false records is a Class B Misdemeanor.

7) TAX COMPLIANT: Yes ☒ No ☐

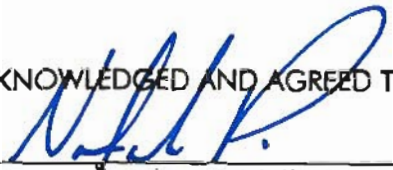
Bidder is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

Nataly Perez

Name of Authorized Officer

President

Title

7/25/18

Date

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

\$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the successful Bidder, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the successful Bidder, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the successful Bidder's obligation to provide all of the above insurance.

Bidders agree that if they are the successful Bidder, within ten (10) days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 25th DAY OF JULY, 2018

Signature

Nataly Perez President
Printed Name & Title

Authorized to execute agreements for:

Innovation Landscape Inc
Name of Company

REFERENCES

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: Innovation Landscape znc
(Enter Name of Business Organization)

1. ORGANIZATION _____
ADDRESS _____
PHONE NUMBER _____
CONTACT PERSON _____
YEAR OF PROJECT _____
2. ORGANIZATION _____
ADDRESS _____
PHONE NUMBER _____
CONTACT PERSON _____
YEAR OF PROJECT _____
3. ORGANIZATION _____
ADDRESS _____
PHONE NUMBER _____
CONTACT PERSON _____
YEAR OF PROJECT _____

See Attachment



ORLAND PARK

BIDDER UNIT PRICE SHEET (Revised) ITB #18-034 Brentwood Park Renovation

The undersigned bidder has carefully examined the plans and specifications for the Village of Orland Park, - Brentwood Park Renovation, in Orland Park, Illinois as prepared by Upland Design Ltd. and having carefully examined the site and completely familiarized him/herself with local conditions affecting the cost of the work: hereby states that he/she will provide all necessary labor, equipment, tools, machinery, apparatus and all other means of construction, do all the work and furnish all materials, called for by said plans and specifications in the manner prescribed by in accordance with the requirements of the contract, specification and drawings: and will accept as full and complete payment therefore the base bid amount which is the summation of the cost of the items of work and is equal to the summation of the extension of the unit prices.

BASE BID

No	Description	Quantity	Unit	Installed Unit Price	Item Total
1	Earthwork, Rough and Fine Grading, Supply of Pulverized Topsoil, and Removals, Complete	1	Lump Sum (L.S.)	28,500	\$ 28,500.00 -
2	Asphalt Paving - Trail	186	Square Yard (S.Y.)	37.98	\$ 7,064.84 -
3	Asphalt Paving - Court	504	Square Yard (S.Y.)	37.98	\$ 19,143.43 -
4	Asphalt Paving - Color Coat	1	L.S.	8,837.43	\$ 8,837.43 -
5	Concrete Paving	1273	Square Feet (S.F.)	6.00	\$ 7,638.00 -
6	Integral Curb at Walk	18	Linear Feet (L.F.)	25.00	\$ 450.00 -
7	Curb at Playground	235	L.F.	25.00	\$ 5,875.00 -
8	Engineered Wood Fiber Surfacing	4116	S.F.	1.90	\$ 7,820.00 -
9	Poured-in-Place Surfacing	1425	S.F.	20.56	\$ 29,301.56 -
10	4" Perf SDR26 Underdrainage	252	L.F.	20.00	\$ 5,040.00 -
11	4" Solid SDR26 Underdrainage	35	L.F.	20.00	\$ 700.00 -
12	Drain Cleanout - EWF	1	EACH	350.00	\$ 350.00 -
Play Equipment and Site Furniture shall be supplied by Owner and fully installed by Contractor.					
13	Install Picnic Shelter	1	EACH	5,816.25	\$ 5,816.25 -
14	Install Bench	3	EACH	353.40	\$ 1,060.20 -
15	Install 3 Seat ADA Table	3	EACH	425.25	\$ 1,275.75 -
16	Install 2-5 Play Structure	1	L.S.	3,194.10	\$ 3,194.10 -
17	Install 5-12 Play Structure	1	L.S.	19,904.50	\$ 19,904.50 -
18	Install Swings	1	L.S.	1,243.55	\$ 1,243.55 -
19	Install Mantis 20M Zipline	1	EACH	4,021.15	\$ 4,021.15 -
20	Install Gaga Ball	1	EACH	1,247.50	\$ 1,247.50 -
21	Install Basketball Goal, Rim, Backboard, Net	2	SET	528.50	\$ 1,057.00 -

22	Install Drinking Fountain	1	EACH	1,850.00	\$ 1,850.00	-
23	Lawn restoration and establishment including core aeration, seeding, fertilizing, and blanket cover at all disturbed areas.	1	L.S.	3,500	\$ 3,500.00	-

Base Bid Total

\$ 164,890.56

Base Bid in Writing:

one hundred sixty four thousand eight hundred ninety 56/100

ALTERNATE #1: Water Mistlers

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total	
Add A1-1	Purchase and Install Water Mistlers	2	EACH	4,200.00	\$ 8,400.00	-

Alternate Bid Total

\$ 8,400.00

Alternate Bid in Writing:

Eight thousand four hundred 00/100

ALTERNATE #2: Bench at Playground

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total	
Add A2-1	Concrete Paving	58	SF	8.00	\$ 464.00	-
Add A2-2	Integral Curb at Walk	18	LF	30.00	\$ 540.00	-
Add A2-3	Purchase and Install Bench	1	EACH	1,590.30	\$ 1,590.30	-
Deduct A2-4	Curb at Playground	-12	LF	20.00	\$ -240.00	-
Deduct A2-5	Engineered Wood Fiber	-58	SF	1.60	\$ -92.80	-

Alternate Bid Total

\$ 2,261.50

Alternate Bid in Writing:

Two thousand six hundred sixty one 50/100

ALTERNATE #3: Asphalt Removal

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Deduct A3-1	Remove and dispose of asphalt paving surface course, by Owner . Contractor may reuse base and shall remove and dispose of unused base course.	-1	LS	5,400.00	\$ - 5,400.00 -

Alternate Bid Total \$ _____ -

Alternate Bid in Writing: Five thousand four hundred 00/100

Please enter totals on Bidder Summary Sheet

Bidder/Contractor: Innovation Landscape INC. Nataly Perez

Firm Name: Innovation Landscape INC

Signed: Nataly Perez

Title: President

Dated: 7/25/18

"Original"



ORLAND PARK

ADDENDUM NO. 1

BID #18-034

Date: July 19, 2018
To: All Potential Bidders
From: Village of Orland Park
RE: Modification to plans

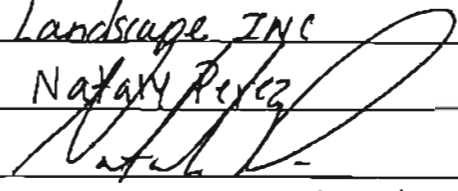
This Addendum No. 1 is being issued to provide revisions to plans and revised Unit Price Sheet (pages 19-20) for the above mentioned Project. All other provisions and requirements of the ITB shall remain in effect. All addenda must be acknowledged by signing the Addendum and including it with your submittal. Failure to include a signed formal Addendum with your submittal may deem the submittal non-responsive; provided, however, that the Village may waive this requirement if in its best interest.

1. Plan Revisions (see RFP 18-034 Addendum 1 revised plans)
 - a. Sheet L3.0 Layout Plan
 - Site amenity schedule updated to show different Gaga Ball Pit manufacturer.
 - Layout plan updated to show updated Gaga Ball Pit information. Number of post footings to remain the same.
 - b. Sheet L4.0 Dimension Plan – Dimension plan updated to show new center of Gaga Ball Pit.
 - c. Sheet L6.1, Detail #3 – Gaga Ball Post Footing detail updated to reflect dimensions for new Gaga Ball Pit brackets and footing requirements.
2. Bid Form (see RFP 18-034 Addendum 1 Unit Price Sheet revised)
 - a. Bid Form updated to include bid items for Asphalt Trail, Asphalt Court, and Asphalt Color Coat.
 - b. Replace page 19-20 with revised Unit Price Sheet pages 19-21.
 - c. Replace EXCEL version of Unit Price Sheet with RFP 18-034 Unit Price Sheet Revised.

The question and answer period for this bid is closed. **The bid submission deadline remains July 26, 2018 not later than 11:00 A.M.**

Addendum No. 1, dated July 19, 2018
ITB #18-034

I read and hereby acknowledge this addendum as of the date shown below.

Business Name: Innovation Landscape INC
Name of Authorized Signee: Nataly Perez
Signature of Authorized Signee: 
Title: President Date: 7/25/18

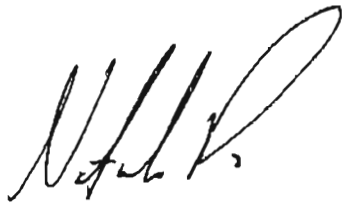
Addendum #2

Questions & Answers - 1

Project ITB 18-034 - Brentwood Park Renovation
Buying Organization Village of Orland Park

No	Question/Answer	Question Date
Q1	Question: Asphalt Work On the plans it specifies for color coating/asphalt work but there is no bid item for this on the bid form. Please clarify.	07/15/2018

Answer: The Unit Price Sheet has been revised. Please see addendum.

A handwritten signature in black ink, appearing to be 'N. H. R.', is located in the lower-left quadrant of the page.



"Original"
COPY

Bond Number BD149718

BID BOND

KNOW ALL BY THESE PRESENTS, that we, INNOVATION LANDSCAPE INC. of PO BOX 505 PLAINFIELD, IL 60544-0505 (hereinafter called the Principal), as Principal, and Auto-Owners Insurance Company (hereinafter called the Surety), as Surety, are held and firmly bound unto VILLAGE OF ORLAND PARK 14700 S RAVINIA AVE, ORLAND PARK IL 60462-3134 (hereinafter called the Obligee), in the penal sum of Ten Percent of bid Dollars (10% of Attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for BRENTWOOD PARK RENOVATION BID #18-034

NOW, THEREFORE, if the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 19TH day of JULY, 2018.

Rene Pers

Witness

[Signature]

Principal

president

Title

Auto-Owners Insurance Company



Susan E. Theisen

Susan E. Theisen

Witness

Paul D. Oppenlander

Paul D. Oppenlander

Attorney-in-Fact



Bond Number BD149718

ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this 19TH day of JULY, 2018, before me personally appeared Paul D. Oppenlander, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Susan E. Theisen

Notary Public in the State of Michigan
County of Kent

SUSAN E. THEISEN
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF KENT
My Commission Expires March 10, 2022
Acting in the County of Eaton



INNOLAN-01

PZITKUS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/25/2018

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

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

PRODUCER A.M. Insurance Group, Inc. 75 N. Market Street Ste. 26 Elgin, IL 60123	CONTACT NAME:	
	PHONE (A/C, No, Ext): (847) 888-9820	FAX (A/C, No): (847) 888-9832
	E-MAIL ADDRESS: Kimberly@AMInsuranceGroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Liberty Mutual Ins Co	23043
INSURED Innovation Landscape, Inc. PO Box 505 Plainfield, IL 60544	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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 SUBR INSR 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:		BKS57603473	11/19/2017	11/19/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		BAA57603473	01/29/2018	01/29/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		USO57603473	11/19/2017	11/19/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	XWS57603473	11/19/2017	11/19/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Equipment Floater		BKS57603473	11/19/2017	11/19/2018	LEASED/RENTED EQ 70,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT: BRENTWOOD PARK RENOVATION, BID #18-034

CERTIFICATE HOLDER

CANCELLATION

VILLAGE OF ORLAND PARK
14700 RAVINIA AVE
Orland Park, IL 60462

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



Landscape Design – Installation- Commercial Landscaping Maintenance
Brick Pavers- Natural Stone Specialist – Retaining Walls

COMPLETED PROJECTS

PROJECT NAME: CDBG PARK PROJECTS

PROJECT CONTRACT: \$770,176.00

OWNER'S NAME: CITY OF ELGIN

CONTACT PERSON: DANIEL D. DALZIEL (3D Design Studio)

RANDY REOPELLE (CITY OF ELGIN)

PHONE: 847-223-1891

PHONE: 847-931-6127 (RANDY)

EMAIL: DDalziel@3ddesignstudio.com

EMAIL: reopelle_r@cityofelgin.org

PROJECT NAME: WALDEN SCHOOL (EAST PLAYGROUND) & BRIARWOOD PARK

PROJECT CONTRACT: \$242,758.00

OWNER'S NAME: DEERFIELD PARK DISTRICT

CONTACT PERSON: JAY ZAHN

PHONE: 847-572-2670

EMAIL: jay@deerfieldparks.org

Mailing Address: P.O Box 505 Plainfield, IL 60544

Office: 815-557-0473

Website: www.innovationlandscapeinc.com



Landscape Design – Installation- Commercial Landscaping Maintenance
Brick Pavers- Natural Stone Specialist – Retaining Walls

PROJECT NAME: FERSON CREEK PARK

PROJECT CONTRACT: \$458,497.23

OWNER'S NAME: ST CHARLES PARK DISTRICT

CONTACT PERSON: LAURA RUDOW & JOHN WESSEL

PHONE: 630-513-4373

EMAIL: jwessel@stcparks.org

EMAIL: lrudow@stcparks.org

PROJECT NAME: 2017 PEMBROKE COMMONS PLAYGROUND RENOVATION

PROJECT CONTRACT: \$132,680.72

OWNER'S NAME: NAPERVILLE PARK DISTRICT

CONTACT PERSON: JESSICA BURGDORF

PHONE: 630-864-3944

EMAIL: Jburgdorf@napervilleparks.org

PROJECT NAME: INSTALLATION OF PLAYGROUND EQUIPMENT AT VICTORIA, COLONY
AND SEASCAPE PARKS; CONCRETE WORK AT VICTORIA, COLONY SEASCAPE, HASSEL RD
MAINTENANCE AND EVERGREEN; LANDSCAPE RESTORATION WORK AT VICTORIA,
COLONY, EVERGREEN AND WESTBURY

PROJECT CONTRACT: \$166,650.42

OWNER'S NAME: HOFFMAN ESTATES PARK DISTRICT

CONTACT PERSON: GARY BUCZKOWSKI

PHONE: 847-310-3606

EMAIL: gbuczowski@heparks.org

Mailing Address: P.O Box 505 Plainfield, IL 60544

Office: 815-557-0473

Website: www.innovationlandscapeinc.com



Landscape Design – Installation- Commercial Landscaping Maintenance
Brick Pavers- Natural Stone Specialist – Retaining Walls

PROJECT NAME: SUMMERFIELD PARK RENOVATION

PROJECT CONTRACT: \$152,897.33

OWNER'S NAME: NAPERVILLE PARK DISTRICT

CONTACT PERSON: JESSICA BURGDOFT

PHONE: 630-864-3944

EMAIL: jburgdof@napervilleparks.org

PROJECT NAME: TOOTERVILLE PARK PLAYGROUND RENOVATION

PROJECT CONTRACT: \$57,344.10

OWNER'S NAME: GRAYSLAKE COMMUNITY PARK DISTRICT

CONTACT PERSON: JOE VOCKE

PHONE: 847-223-7529

EMAIL: glpdmaint@att.net

PROJECT NAME: DEARBORN AND WEST STREET PARK DEVELOPMENT

PROJECT CONTRACT: \$79,610.00

OWNER'S NAME: CITY OF PLANO

CONTACT PERSON: THOMAS J. KAPUS

PHONE: 630-552-8425

bpz@comcast.net

Mailing Address: P.O Box 505 Plainfield, IL 60544

Office: 815-557-0473

Website: www.innovationlandscapeinc.com



Landscape Design – Installation- Commercial Landscaping Maintenance
Brick Pavers- Natural Stone Specialist – Retaining Walls

PROJECT NAME: ATWATER PARK RENOVATION

PROJECT CONTRACT: \$157,627.07

OWNER'S NAME: NAPERVILLE PARK DISTRICT

CONTACT PERSON: JESSICA BURGDOFT

PHONE: 630-864-3944

EMAIL: Jburgdof@napervilleparks.org

PROJECT NAME: COUNTRY LAKES PARK 2017 PLAYGROUND RENOVATION

PROJECT CONTRACT: \$93,580.79

OWNER'S NAME: NAPERVILLE PARK DISTRICT

CONTACT PERSON: JESSICA BURGDORF

PHONE: 630-864-3944

EMAIL: Jburgdorf@napervilleparks.org

PROJECT NAME: COLUMBIA ESTATES PARK PLAYGROUND RENOVATION

PROJECT CONTRACT: \$148,113.08

OWNER'S NAME: NAPERVILLE PARK DISTRICT

CONTACT PERSON: JESSICA BURGDORF

PHONE: 630-864-3944

EMAIL: Jburgdorf@napervilleparks.org

Mailing Address: P.O Box 505 Plainfield, IL 60544

Office: 815-557-0473

Website: www.innovationlandscapeinc.com



Landscape Design – Installation- Commercial Landscaping Maintenance
Brick Pavers- Natural Stone Specialist – Retaining Walls

PROJECT NAME: WESTFIELD PARK RENOVATION

PROJECT CONTRACT: \$96,090.18

OWNER'S NAME: BUTTERFIELD PARK DISTRICT

CONTACT PERSON: LARRY REINER

PHONE: 630-858-2229

Email: Larry@butterfieldPD.com

PROJECT NAME: GLEN BRIAR PLAYGROUND MAINTENANCE

PROJECT CONTRACT: \$53,368.25

OWNER'S NAME: BUTTERFIELD PARK DISTRICT

CONTACT PERSON: LARRY REINER

PHONE: 630-858-2229

Email: Larry@butterfieldPD.com

PROJECT NAME: CRAIG MANOR PARK RENOVATION

PROJECT CONTRACT: \$55,986.50

OWNER'S NAME: DES PLAINES PARK DISTRICT

CONTACT PERSON: PAUL CATHEY

PHONE: 847-391-5088

EMAIL: PaulC@dpparks.org

Mailing Address: P.O Box 505 Plainfield, IL 60544

Office: 815-557-0473

Website: www.innovationlandscapeinc.com



Landscape Design – Installation- Commercial Landscaping Maintenance
Brick Pavers- Natural Stone Specialist – Retaining Walls

PROJECT NAME: COMMUNITY PARK SPORTS PLAZA

PROJECT CONTRACT: \$139,693.09

OWNER'S NAME: CITY OF PALOS HEIGHTS

CONTACT PERSON: MIKE LEONARD

PHONE: 708-480-3050

EMAIL: mike@palosheights.org

PROJECT NAME: COMMONS PARK PLAYGROUND REDEVELOPEMENT

PROJECT CONTRACT: \$173,252.14

OWNER'S NAME: VILLAGE OF HILLSIDE

CONTACT PERSON: DANIEL D. DALZIEL (3D Design Studio)

PHONE: 847-223-1891

EMAIL: DDalziel@3ddesignstudio.com

PROJECT NAME: 2017 VAN HORN WOODS PARK PLAYGROUND IMPROVEMENTS

PROJECT CONTRACT: \$181,487.13

OWNER'S NAME: PLAINFIELD PARK DISTRICT

CONTACT PERSON: JENNIFER ROOKS-LOPEZ

PHONE: 815-254-6180

EMAIL: rooks-lopez@plainfieldparkdistrict.com

Mailing Address: P.O Box 505 Plainfield, IL 60544

Office: 815-557-0473

Website: www.innovationlandscapeinc.com



Landscape Design – Installation- Commercial Landscaping Maintenance
Brick Pavers- Natural Stone Specialist – Retaining Walls

Mailing Address: P.O Box 505 Plainfield, IL 60544
Office: 815-557-0473
Website: www.innovationlandscapeinc.com



INNOVATION LANDSCAPE, INC SUBSTANCE ABUSE PROGRAM

I. STATEMENT OF POLICY

In a commitment to safeguard the health of our employees and to provide a safe environment for everyone, Innovation Landscape, Inc has established a drug-free workplace policy.

The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive, drug-free environment. We would like to encourage those who use illegal drugs or abuse alcohol to seek help in overcoming their problem. Employees who do so will be able to retain their job position in good standing.

While this company understands that employees and applicants under a physician's care are required to use prescription drugs, abuse of prescribed medications will be dealt with in the same manner as the abuse of illegal substances.

Employees are given notice as of the above date that it is a condition of employment to refrain from reporting to work, or working with the presence of drugs or alcohol in his or her body. Employees are subject to drug testing under the standards of this policy on _____, which is 60 days from the above date.

This policy is implemented pursuant to the drug-free workplace program requirements under Florida Statute 440.102 and Administrative Rule 59A-24 of the State of Florida Agency for Health Care Administration.

II. DEFINITIONS

- A. "Legal Drug"** - Prescribed drug or over-the-counter drug which has been legally obtained and is being used solely for the purpose for which it was prescribed or manufactured.
- B. "Illegal Drug"** - Any drug (a) which is not legally obtainable, (b) which may be legally obtainable but has not been legally obtained, or (c) which is being used in a manner or for a purpose other than as prescribed.

III. POLICY AND WORK RULE

The policy of Innovation Landscape, Inc is to employ a work force free from use of illegal drugs and abuse of alcohol, either on or off the job. Any employee determined to be in violation of this policy is subject to disciplinary action, which may include termination, even for the first offense.

It is a standard of conduct for employees of the company that no employee shall report to work or work with the presence of illegal drugs or alcohol in his or her body. In order to maintain this standard, the company shall establish and maintain the programs and rules set forth below.

A. Drug Testing of Applicants

All job applicants at this company will undergo screening for the presence of illegal drugs as a condition for employment.

Any applicant with a positive test result will be denied employment at that time but may initiate another inquiry with the company after six months.

B. Drug Testing of Employees

This company will maintain screening practices to identify employees who use illegal drugs or abuse alcohol, either on or off the job. It shall be a condition of continued employment for all employees to submit to a drug screen:

1. **When there is a reasonable suspicion** to believe that an employee is using or has used illegal drugs or is abusing or has abused alcohol;

Circumstances that could be indicators of a substance-abuse problem and considered reasonably suspicious are as follows:

- **Information that an employee has caused, or contributed to, an accident while at work.** "Accident" includes injury to person(s) and/or damage to equipment or property.
- Observable phenomena while at work - such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- A report of drug use provided by a reliable and credible source and independently corroborated.
- Evidence that an individual has tampered with a drug test during his employment with the current employer.
- Evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery or equipment.

Whenever possible, the supervisor should have the employee observed by a second supervisor or manager before requiring testing. Employees who refuse substance testing under these circumstances will be terminated and forfeit workers' compensation medical and indemnity benefits.

2. **As a follow-up to Employee Assistance.**

If the employee, in the course of employment, enters an Employee Assistance Program or a drug rehabilitation program, the employer must require the employee to submit to a drug test as a follow-up to such program, unless the employee voluntarily entered the

program. In that case, follow-up testing is optional. If follow-up testing is required, it must be conducted at least once a year for a two-year period after completion of the program. Advance notice of a follow-up testing date will not be given to the employee.

3. **When the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination** that is part of the employer's established policy or that is scheduled routinely for all members of an employment classification or group.
4. **At other times and under such circumstances as deemed appropriate** by company management and current state and/or federal standards. Employees will be given adequate notice of any addition/change/deletion in the company's drug testing requirements.

C. Employee Assistance Program

This company does not maintain an Employee Assistance Program (EAP). The purpose of an EAP is to provide help to employees and their families who suffer from alcohol, drug abuse or other problems. We do, however, maintain a list of local providers of employee assistance, drug and alcohol treatment and family services that employees may access without company involvement.

It is the responsibility of an employee to seek assistance from an EAP **before** alcohol and drug problems lead to disciplinary actions. Once a violation of this policy occurs, subsequently using an EAP on a voluntary basis will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.

An EAP will provide appropriate assessment, evaluation and counseling and/or referral for treatment of drug and alcohol abuse. Such employees may be granted leave with a conditional return to work, depending on successful completion of the agreed-upon appropriate treatment regimen, which may include follow-up testing.

The cost of seeking assistance from an EAP or other provider will be the responsibility of the **employee** and is subject to provisions of the company's health insurance plan, if any. Please consult the provider for specifics concerning this issue.

D. Grounds for Termination or Discipline

1. Illegal Drug Use

The following are considered violations of the Innovation Landscape, Inc drug-free workplace policy and are subject to discipline, including discharge or suspension from employment without pay and loss of Workers' Compensation benefits, even for the first offense:

- Refusing to take a company-required drug test
- Failing a company-required drug test (a *positive* test result)
- An employee bringing illegal drugs onto the company's premises or property (including company vehicles)
- Possession of illegal drugs or drug paraphernalia on the employee's person
- Using, consuming, transferring, selling or attempting to sell or transfer any form of illegal drug (as previously defined) while on company business or at any time during the hours between the beginning and ending of the employee's workday, whether on company property or not.

2. Alcohol Abuse

The following are considered violations of Innovation Landscape, Inc. drug-free workplace policy and are subject to discipline, including discharge or suspension from employment without pay and loss of Workers' Compensation benefits, even for the first offense:

- Refusing to take a company-required alcohol test
- Failing a company-required alcohol test
- An employee who is under the influence of alcoholic beverages at any time while on company business or at any time during the hours between the beginning and ending of the employee's workday, whether on company property or not (including company vehicles)

An employee shall be determined to be under the influence of alcohol if -

- a. the employee's normal faculties are impaired due to consumption of alcohol
- or if
- b. the employee has a blood-alcohol level of .04 or higher.

E. Confidentiality

1. All information, interviews, reports, statement memoranda, and drug-test results, written or otherwise, received by the employer through a drug-testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this section or in determining compensability under this chapter 440, F.S (Workers' Compensation).
2. This subsection (confidentiality) does not prohibit an employer, agent of an employer, or laboratory conducting a drug test from having access to employee drug-test information or using such information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to its defense in a civil or administrative matter.

F. Medication Reporting Procedure

Employees or job applicants may confidentially report to the company's medical review officer (MRO) the use of prescription or nonprescription medications both before and after being tested. Additionally, employees and job applicants shall receive notice of the most common drugs or medications - by brand name or common name, as applicable, as well as by chemical name - which may alter or affect a drug test. (A listing of these is attached.)

G. Reporting of Test Results

Employees or job applicants who receive a positive confirmed test result may contest or explain the result to the medical review officer within 5 working days after receiving written notification of the test result. If the employee's or job applicant's explanation or challenge is unsatisfactory to the medical review officer, the medical review officer shall report a positive test result back to the employer. Employees and job applicants also may contest the drug test result pursuant to law or to rules adopted by the Agency for Health Care Administration (AHCA), as outlined below.

H. Challenges to Test Results

1. A requirement of a drug-free workplace program is that within five working days after receiving the notice of a positive confirmed test result, an employee or job applicant may submit information to the employer explaining or contesting the test result, and why the result does not constitute a violation of the employer's policy. If the employee's or job applicant's explanation or challenge of the positive test result is unsatisfactory to the employer, a written response as to why the employee's or job applicant's explanation is unsatisfactory, along with the report of positive result, shall be provided by the employer to the employee or job applicant; and all such documentation shall be kept confidential by the employer pursuant to confidentiality provisions outlined above, and shall be retained by the employer for at least 1 year.
2. An employee or job applicant may undertake an administrative challenge by filing a claim for benefits with a Judge of Compensation Claims pursuant to Chapter 440, Florida Statutes, or, if no workplace injury has occurred, the person must challenge the test result in a court of competent jurisdiction. When an employee undertakes a challenge to the result of a test, it shall be the employee's responsibility to notify the laboratory, and the sample shall be retained by the laboratory until the case is settled.

I. Drugs To Test For

The company may test for any or all of the following substances:

Drugs	Trade or Common Name
Alcohol	Liquor, Beer, Booze
Amphetamines	Biphetamine, Desoxyn, Dexedrine
Cannabinoids	Marijuana, Pot, Grass
Cocaine	Coke, Flake, Snow, Crack
Phencyclidine HCl	PCP, Angel Dust
Methaqualone HCl	Quaalude
Opiates	Paregoric, Morphine, Tylenol with Codeine
Barbiturates	Phenobarbital, Amytal, Nembutal, Seconal
Benzodiazepines	Librium, Valium, Halcion, Restoril
Synthetic Narcotics	Methadone-Polophine, Methadose Propoxyphene-Darvocet, Darvon-N, Dolene

J. Collective Bargaining

This company has no collective bargaining agreement.

K. Consultation Rights

Employees and applicants have the right to consult the company's Medical Review Officer (MRO) for technical information regarding prescription and nonprescription medications.

L. Medical Review Officer

The company's Medical Review Officer is

Telephone # _____.

DRUG-FREE WORKPLACE POLICY ACKNOWLEDGEMENT

I hereby acknowledge that I have received and read the Innovation Landscape, Inc . Drug-Free Workplace Policy, a summary of the drugs which may alter or affect a drug test and a list of local Employee Assistance Programs and drug and alcohol treatment programs. I have had an opportunity to have all aspects of this material fully explained. I also understand that I must abide by the policy as a condition of initial and/or continued employment, and any violation may result in disciplinary action up to and including discharge.

Further, I understand that during my employment I may be required to submit to testing for the presence of drugs or alcohol. I understand that submission to such testing is a condition of employment with the Company and disciplinary action up to and including discharge may result if:

- 1) I refuse to consent to such testing
- 2) I refuse to execute all forms of consent and release of liability as are usually and reasonably attendant to such examinations
- 3) I refuse to authorize release of the test results to the Company
- 4) The tests establish a violation of the Company's Drug-Free Workplace Policy
- 5) I otherwise violate the policy.

I also understand that if I am injured in the course and scope of my employment and test positive or refuse to be tested, I forfeit my eligibility for medical and indemnity benefits under the Workers' Compensation Act upon exhaustion of the remedies provided in Florida Statute 440.102(5).

I ALSO UNDERSTAND THAT THE DRUG-FREE WORKPLACE POLICY AND RELATED DOCUMENTS ARE NOT INTENDED TO CONSTITUTE A CONTRACT BETWEEN THE COMPANY AND ME.

THE UNDERSIGNED FURTHER STATES THAT HE OR SHE HAS READ THE FOREGOING ACKNOWLEDGEMENT AND KNOWS THE CONTENTS THEREOF AND SIGNS THE SAME OF HIS OR HER OWN FREE WILL.

SIGNATURE

DATE

WITNESS

DATE



Landscape Design – Installation- Commercial Landscaping Maintenance
Brick Pavers- Natural Stone Specialist – Retaining Walls

SEXUAL HARASSMENT POLICY

It is the policy of Innovation Landscape Inc, that all employees are responsible for ensuring that the workplace is free from sexual harassment. Innovation Landscape, Inc strongly disapproves of offensive or inappropriate sexual behavior at work, all employees must avoid any action or conduct which could be viewed as sexual harassment.

Sexual harassment includes unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexually harassment nature, when (1) submission to the harassment is made either explicitly or implicitly a term or condition of employment; (2) submission to or rejection of the harassment is used as the basis for employment decisions affecting the individual; or (3) the harassment has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Any employee who has a complaint of sexual harassment at work by anyone, including supervisors, co-workers or visitors, should first clearly inform the harasser that his/her behavior is offensive or unwelcome and request that the behavior stop. If the behavior continues, the employee must immediately bring the matter to the attention of his/her supervisor. If the immediate supervisor is involved in the harassing activity the violation should be reported to that supervisor's immediate supervisor, the department personnel officer, or the employee relations coordinator, who can be reached at (815) 557-0473.

If a supervisor or personnel office knows of an incident of sexual harassment, they shall take appropriate remedial action immediately. If the alleged harassment involves any types of threats of physical harm to the victim, the alleged harasser may be suspended with pay. During such suspension, an investigation will be conducted by Innovation Landscape, Inc. If the investigation supports charges of sexual harassment, disciplinary action against the alleged harasser will take place and may include termination if the investigation reveals that the charges were brought falsely and with malicious intent, the charging party may be subject to disciplinary action, including termination.



INNOLAN-01

LMACCHIONE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/08/2018

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

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

PRODUCER A.M. Insurance Group, Inc. 75 N. Market Street Ste. 26 Elgin, IL 60123	CONTACT NAME:	
	PHONE (A/C, No, Ext): (847) 888-9820	FAX (A/C, No): (847) 888-9832
	E-MAIL ADDRESS: Kimberly@AMInsuranceGroup.com	
INSURED Innovation Landscape, Inc. PO Box 505 Plainfield, IL 60544	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Liberty Mutual Ins Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC # 23043	

COVERAGES

CERTIFICATE NUMBER:

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.

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A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAA57603473	01/29/2018	01/29/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			USO57603473	11/19/2017	11/19/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	XWS57603473	11/19/2017	11/19/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Equipment Floater			BKS57603473	11/19/2017	11/19/2018	LEASED/RENTED EQ 70,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Brentwood Park Renovation, Bid #18-034

The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured

CERTIFICATE HOLDER

CANCELLATION

Village of Orland Park
14700 S Ravinia Ave
Orland Park, IL 60462

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



COPY

Bond Number 66274870

PAYMENT OR LABOR AND MATERIAL BOND

KNOW ALL BY THESE PRESENTS, that we, INNOVATION LANDSCAPE INC. of PO BOX 505 PLAINFIELD, IL 60544-0505 (hereinafter called the Principal), as Principal, and Auto-Owners Insurance Company a corporation organized and existing under the laws of the State of Michigan and duly authorized to transact business in the State of ILLINOIS, (hereinafter called the Surety), are held and firmly bound unto VILLAGE OF ORLAND PARK, 14700 S RAVINIA AVE, ORLAND PARK IL 60462-3134 (hereinafter called the Obligee), in the full and just sum of one hundred seventy thousand one hundred fifty two and 06 /100 dollars (\$170,152.06) lawful money of the United States of America, to be paid to the said Obligee to which payment well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has entered into a contract with the said Obligee, dated the 8th day of August, 2018 for BRENTWOOD PARK which contract is herein referred to and made a part of as fully and to the same extent as if the same were entirely written herein and

WHEREAS, it was one of the conditions of the award of the said Obligee, pursuant to which said contract was entered into, that these presents should be executed.

AND THE SAID SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

NOW, THEREFORE, if the above Principal shall in all accordance with applicable Statutes, promptly have made payment to all persons supplying labor and material in the prosecution of the work provided for in said contract that may hereinafter be made, notice of which modifications to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

Signed and sealed this 8TH day of AUGUST, 2018.

Rene Parr

Witness

[Signature]

Principal

president

Title

Auto-Owners Insurance Company



Susan E. Theisen

Susan E. Theisen

Witness

Paul D. Oppenlander

Paul D. Oppenlander

Attorney-in-Fact



Bond Number 66274870

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS, that we, INNOVATION LANDSCAPE INC. of PO BOX 505 PLAINFIELD, IL 60544-0505 (hereinafter called the Principal), as Principal, and Auto-Owners Insurance Company a corporation organized and existing under the laws of the State of Michigan and duly authorized to transact business in the State of ILLINOIS, (hereinafter called the Surety), are held and firmly bound unto VILLAGE OF ORLAND PARK, 14700 S RAVINIA AVE, ORLAND PARK IL 60462-3134 (hereinafter called the Obligee), in the full and just sum of one hundred seventy thousand one hundred fifty two and 06 /100 dollars (\$170,152.06) lawful money of the United States of America, to be paid to the said Obligee to which payment well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has entered into a contract with the said Obligee, dated the 8th day of August, 2018 for BRENTWOOD PARK which contract is herein referred to and made a part of as fully and to the same extent as if the same were entirely written herein and

WHEREAS, it was one of the conditions of the award of the said Obligee, pursuant to which said contract was entered into, that these presents should be executed.

AND THE SAID SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

NOW, THEREFORE, if the above Principal shall in all respects comply with the terms and conditions of said contract, and their obligation thereunder, including the specifications therein referred to and made a part thereof, and such alteration as may be made in such specifications, as herein or therein provided for, then this obligation to be void, or otherwise to be and remain in full force, effect and virtue.

Signed and sealed this 8TH day of AUGUST, 2018.

Gene Pica

Witness

Nathan R.

Principal

president

Title

Auto-Owners Insurance Company



Susan E. Thelsen

Susan E. Thelsen

Witness

Paul D. Oppenlander

Paul D. Oppenlander

Attorney-in-Fact



Bond Number 66274870

ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this 8TH day of AUGUST, 2018, before me personally appeared Paul D. Oppenlander, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Susan E. Theisen

Notary Public in the State of Michigan
County of Kent

SUSAN E. THEISEN
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF KENT
My Commission Expires March 10, 2022
Acting in the County of Eaton