

**RESOLUTION NO 24-R-48**

**A RESOLUTION TO APPROVE SUTTER PLAYGROUND PIECE REPLACEMENT PROJECT INSTALLATION**

WHEREAS, the Tinley Park-Park District is located in Cook & Will Counties of Illinois; and

WHEREAS, we budgeted this year to have the Neos interactive playground piece replaced in Sutter Playground at Community Park. We had purchased and since received the new Movmnt piece; and

WHEREAS, work includes removing the Neos, filling and compacting footings, installing the new Movmnt part, and replacing the old, worn playground surfacing (by PerfectTurf); and

WHEREAS, staff recommends using GLI at a cost of \$25,973 to complete the work as the lowest proposal; and

WHEREAS, The Board of Commissioners of the Tinley Park-Park District finds that it is in the best interest of the District to approve Sutter Playground piece replacement project installation to GLI for \$25,973.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the TINLEY PARK-PARK DISTRICT as follows:

SECTION 1: The Preambles hereto are hereby made a part of, and an operative provision of, this Resolution as if fully restated herein.

SECTION 2: The Request attached hereto as Exhibit 1, and made a part hereof, is hereby approved.

SECTION 3: That this Resolution shall be in full force and effect on the date approved and passed by the Board of Commissioners of the TINLEY PARK-PARK DISTRICT.

Approved and passed this 17<sup>th</sup> day of July 2024.

AYES: 4

NAYS: 0

ABSENT: 1

ABSTAIN:

Ø

TINLEY PARK-PARK DISTRICT

Marie Ryan

President, Board of Park Commissioners

Attest:

Allyson

Secretary, Board of Park Commissioners

EXHIBIT 1 RESOLUTION NO 24-R-48

**Innovation Landscape, Inc**  
**P.O BOX 505 Plainfield, IL 60544**

Phone: 815-557-0473 - www.innovationlandscapeinc.com

**Customer Name:** Tinley Park - Park District  
**Address:** 8125 West 171th Street, Tinley Park, IL 60477  
**Job Name:** Sutter Playground  
**Contact Name:** Ryan Veldman  
**Contact #:** 708-342-4261

**Sutter Playground Replacement Piece Proposal**

Duration (Months):

We hereby submit specifications and estimates for:

Quantity:	Item	Contractor	Unit Price	Unit	total Bid
1	Remove existing play piece including footings	Innovation	\$3,600.00	L S	\$3,600.00
1	Install new movmnt inclusive play piece- provided by owner	Innovation	\$8,200.00	L S	\$8,200.00
1	Remove and replace turf surfacing- by perfect turf	Innovation/ Perfect Turf	\$16,800.00	L S	\$16,800.00
					0
					0
					0
	Sub-total Subcontractor Costs			0	28,600
	General Conditions-Supervision				
	General Conditions-Mat. & Equip.				0
	Allowances				
	Sub-total	\$	-	0	\$ 28,600.00
			OH	0.00%	\$ -
				Subtotal	\$ 28,600.00
				Profit	\$ -
				& Performance Bond, Insurance	\$ -
				Total Bid Amount	\$ 28,600.00
				Discount	\$ -
				<b>FINAL BID AMOUNT</b>	<b>\$ 28,600.00</b>

WE PROPOSE hereby to furnish all material and labor and necessary for completion of the above work to be performed in accordance with the specifications submitted and to be completed in a substantial worklike manner for the sum of: \_\_\_\_\_ Dollars

**Total**      \$      28,600.00

With payments to be made as follows: \_\_\_\_\_

Any alterations from the above specifications involving extra cost, will be executed only upon written orders, will become a extra charge over and above the estimate. All agreements contingent upon strikes, accidents delays beyond our control. Owner to carry all necessary insurance upon work.

Submitted By: \_\_\_\_\_  
 Per: \_\_\_\_\_

**Note--** This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ Days

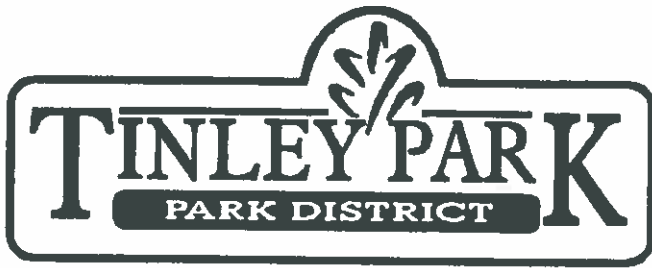
**Acceptance of Proposal**

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted by: \_\_\_\_\_  
 Date: \_\_\_\_\_

7/12/2024 0:00

Signature: \_\_\_\_\_  
 Signature: \_\_\_\_\_



May 20, 2024

### SUTTER PLAYGROUND REPLACEMENT PIECE

TPPD-24-SPRP

The Tinley Park-Park District is accepting proposals for the replacement of old NEOS playground piece and install of new MOVMT piece along with some synthetic turf safety surfacing.

- Remove Neos playground piece including footings. Fill and compact footing holes.
- Install new (by park district) Movmnt Inclusive by Burke. Contractor to work with Park District on field verified exact location.
- Remove and replace safety surfacing within the project area (approx. 484 SQFT (22x22)) by Perfect Turf. Contractor responsible to work with and provide material from Perfect Turf as part of this project. Contractor to work with Park District on color selection.
- Contractor responsible for all materials removed.

### PROJECT LOCATION

Community Park; Michael J Sutter Playground  
8125 W 171 Street, Tinley Park, IL 60477



If you have any questions, please contact me via email or at 342-4261 (office).

All proposals will be due on or before Monday July 8<sup>th</sup>, 2024.

Sincerely,

Ryan Veldman  
Superintendent of Parks  
[ryan.veldman@tinleyparkdistrict.org](mailto:ryan.veldman@tinleyparkdistrict.org)

8125 West 171<sup>st</sup> Street Tinley Park, Illinois 60477 708-342-4200

**INSTRUCTIONS TO BIDDERS**  
**TPPD-24-SPRP**

**RESPONSIBILITY:** The contractor is responsible for all damage done to existing areas by his crew. The cost of repair will be the contractor's responsibility. This includes, but is not limited to fencing, trees, bleachers, signs, shelter, play lot, turf, etc.

**LOCATION:** The contractor shall be responsible for locations of all underground utilities and will be liable for property damage done to utilities. i.e. J.U.L.I.E. per Illinois Underground Utility Facilities Damage Prevention Act

**INSPECTIONS:** All work to be inspected by Superintendent of Parks and Director of Parks and Recreation before payout is to be made by the Tinley Park-Park District. If inspections are not satisfactory, payout will not be made until corrected.

**STORAGE:** The contractor will be responsible for receiving, unloading and storing the necessary materials and equipment for this job. The location and manner in which any materials need to be left or stored on-site are to be determined by the Park District.

**INSTALLATION PROCEDURES:** Installation procedures shall be equal to or better than any and all specifications set forth in this bid.

**COMPLETION TIME:** This project is to be completed as soon as possible upon delivery of products.

**SUBCONTRACTING:** Items and work to be performed per this bid shall be carried out by the company or individual bidding such items, and not in any way or form be subcontracted. If at any time this would occur, the Tinley Park-Park District reserves the right to cancel the contract, with the contractor being disqualified from receiving any payouts pertaining to the project and forfeiture of bid security. Partnerships needed for *specialty* applications may be permitted only upon pre-approval by the District. Any partners are to be listed.

**GUARANTEE:** Contractor shall guarantee, in writing, that all materials and workmanship are free from defects and that any repairs to said work will be undertaken at the contractor's expense. This guarantee to cover a period of at least one year.

**LICENSING:** Where law mandates and is applicable, the contractor must provide proof with the submittal of bid documents that they are licensed in the State of Illinois to perform this project. When the winning contractor is awarded the bid, they must provide proof of licensing for work within the Village of Tinley Park as well.

**PAYOUTS:** There shall be one payout for this project. Once the contractor is completed, the Tinley Park-Park District will inspect all work. If everything is satisfactory, the contractor will submit to the Tinley Park-Park District a written request for this payout (invoice). The payout will occur in accordance with the Tinley Park-Park District payment procedures. All necessary paperwork must be submitted before payout can occur.

**DRUG FREE WORKPLACE:** The contractor is required to abide by and make known to their employees The Drug Free Workplace Act as required by Illinois State Law. Requirements for this act may be obtained through the Illinois Comptroller's Office, or at <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=551&ChapterID=7>.

**INSTRUCTIONS TO BIDDERS CONTINUED**  
**TPPD-24-SPRP**

**FOIA REQUIREMENTS:** By submitting a bid or otherwise responding in any way to this request for bids, the bidder acknowledges the following: This public body is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the bidder to this public body is subject to disclosure to third parties in accordance with FOIA. If the bidder intends for the public body to withhold the bidder's trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the bidder must include with its bid submittal a written notification specifically identifying such information, along with a statement that disclosure of such information will cause competitive harm to the bidder, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the bidder at the time of bid submittal will be presumed to be open to public inspection. The bidder may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from a bidder in accordance with Section 7(1)(g), the public body reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request.

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** The Contractor shall abide by and comply with all applicable local and State laws relating to fair employment practices and prohibiting discrimination in employment contracts involving public funds, the construction or development of public buildings, works or facilities. The Contractor certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

**PREVAILING WAGES:** The Contractor shall comply with and be bound by any applicable local and State laws in any manner pertaining or relating to wages and claims of laborers, mechanics and other workmen, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities. Compliance based on Illinois Department of Labor Prevailing Wage document. This is to be stated on the proposal. **Example: Prevailing wages will be paid per Illinois Law.** IDOL Certified Payroll Record Transcript receipts are to be submitted to the district monthly or as specified by the Illinois Department of Labor.

**ADA COMPLIANCE:** All construction and work on this or any work for the Tinley Park-Park District is to be done in strict accordance to the AMERICANS WITH DISABILITIES ACT; TITLE II of the 2010 STANDARD, as well as the Illinois Accessibility Code No allowances will be made for failure to do so and the contractor will be held accountable to right any variance. Standards available at [www.ada.gov](http://www.ada.gov) or <http://www2.illinois.gov/cdb/business/codes/Pages/IllinoisAccessibilityCode.aspx>

**DAMAGES AND INDEMNITY:** The Contractor covenants and agrees that he shall be solely responsible for and will pay for all injuries, deaths, losses, damages, claims, patent claims, suits liabilities, judgments, costs and expenses, which may in anywise accrue against the Tinley Park-Park District, its Commissioners, officers, agents and employees, arising out of or in consequence of the performance of this work by the Contractor, his agents, employees, or workman, or which may in anywise result therefrom. The Contractor hereby agrees to defend, indemnify and hold harmless the Tinley Park-Park District, its Commissioners, officers, agents and employees, against all injuries, death, losses, damages, claims, patent claims, suits against all injuries, death, losses, damages, claims, patent claims, suits liabilities, judgments, costs and expenses, which may in anywise accrue against the Tinley Park-Park District, its Commissioners, officers, agents and employees, arising out of or in consequence of the performance of this work by the Contractor, his agents, employees, or workmen, or which may in anywise result therefrom, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Tinley Park-Park District, its Commissioners, officers, agents and employees, in any such action, the Contractor shall at his own expense, satisfy and discharge the same. The

**INSTRUCTIONS TO BIDDERS CONTINUED**  
**TPPD-24-SPRP**

**DAMAGES AND INDEMNITY CONTINUED:** Contractor expressly understands and agrees that any performance bond or insurance protection required by its contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Tinley Park-Park District, its Commissioners, agents and employees, as herein provided. The Contractor further agrees that so much of the money due him under and by virtue of this Contract as shall be considered necessary by the Board of Commissioners of the District, may be retained by the Tinley Park-Park District to protect itself against loss until such claims, suits or judgments shall have been settled, and evidence to that effect shall have been furnished to the satisfaction of the Board of Commissioners of the Tinley Park-Park District.

**INSURANCE:** Contractor shall obtain insurance of the types and in the amounts listed below. Certificate of Insurance must be provided with bid proposal documents. Certificate of Insurance is to name the Tinley Park-Park District as an additional insured.

A. **Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. Any insurance or self-insurance maintained by Owner shall be excess of the Contractor's insurance and shall not contribute with it. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. **Continuing Completed Operations Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the work. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

C. **Business Auto and Umbrella Liability Insurance**

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to



provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

## INSTRUCTIONS TO BIDDERS CONTINUED

### TPPD-24-SPRP

**D. Workers Compensation Insurance**

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

**E. General Insurance Provisions**

**1. Evidence of Insurance**

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested. Contractor shall provide certified copies of all insurance policies required above within 10 days of Owners written request for said copies.

**2. Acceptability of Insurers**

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

**3. Cross-Liability Coverage**

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

**4. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

**5. Subcontractors**

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

**INSTRUCTIONS TO BIDDERS CONTINUED**  
**TPPD-24-SPRP**

**F. Indemnification**

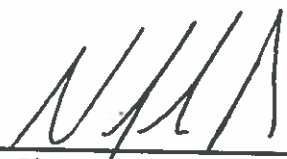
To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

**PROPOSALS: PROPOSALS SHOULD BE SENT ON OR BEFORE JULY 8<sup>TH</sup> TO...**

[RYAN.VELDMAN@TINLEYPARKDISTRICT.ORG](mailto:RYAN.VELDMAN@TINLEYPARKDISTRICT.ORG)

**This signed document to be included with the submitted proposal documents.**

**By signing this document, the contractor understands and agrees to the above  
Instructions to Bidders.**

 _____ Sign Name	<i>Nataly Diaz</i> _____ Print Name	<i>7/12/2024</i> _____ Date
<i>Innovation Landscape INC</i> _____ Company Name		



**QUOTE**

17840 Grove Road, Minooka, IL, 60447.  
 Phone: 815-577-0851/815-782-6493  
[hacienda1911@gmail.com](mailto:hacienda1911@gmail.com)

DATE: 07/08/2024  
 EXPIRATION DATE 08/08/2024

To:  
 Ryan Veldman; CPRP, CPO  
 Superintendent of Parks  
 Tinley Park-Park District

For:  
 Sutter Playground Replacement Piece

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
		Due on receipt	

ITEM	DESCRIPTION	UNIT	QTY	LINE TOTAL
1	Remove Neos playground piece including footings. Fill and compact footing holes.	LS	1	\$2,000
2	Install new (by park district) Movmnt Inclusive by Burke. Contractor to work with Park District on field verified exact location.	LS	1	\$7,900
3	Remove and replace safety surfacing within the project area (approx. 484 SQFT (22x22)) by Perfect Turf. Contractor responsible to work with and provide material from Perfect Turf as part of this project. Contractor to work with Park District on color selection.	LS	1	\$17,200
	Contractor responsible for all materials removed.			
	We will pay prevailing wages			
Subtotal				
Sales Tax				
Total				<b>\$27,100</b>

Quotation prepared by: Maria Guzman

This is a quotation on the goods named, subject to the conditions noted below: Any additions not included in this quote will be extra charge.  
 Please call us if you have any questions about this quote.

To accept this quotation, sign here and return: \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**