



REQUEST FOR PROPOSALS (RFP)

LANDSCAPING MAINTENANCE

SERVICES

*Navy Pier is the People's Pier,
Chicago's lakefront treasure,
welcoming all and offering
dynamic and eclectic
experiences through
partnerships and programs
that inspire discovery and
wonder.*

1. Introduction

Navy Pier, Inc. (“NPI”) is an Illinois not-for-profit 501(c) (3) corporation responsible for the development, operation and maintenance of Chicago’s Navy Pier (“The Pier”), located at 600 E. Grand Avenue.

For more than a century, Navy Pier has been integral to the social, cultural and economic advancement of Chicago. It is guided by its newly defined mission: *Navy Pier is the People’s Pier, Chicago’s lakefront treasure, welcoming all and offering dynamic and eclectic experiences through partnerships and programs that inspire discovery and wonder.*

Providing an unparalleled guest experience is integral to the culture at Navy Pier. As a guest’s impression of the landscape and maintenance of the facility are critical in establishing the experience the guest has with Navy Pier, it is critical NPI find the right business partner to perform its landscaping maintenance services.

Navy Pier is dedicated to the establishment of dramatic and engaging public spaces, aspires to become a leading example of environmental sustainability, and proudly offers affordable, year-round arts & cultural public programming to more than nine million guests annually.

Located on Lake Michigan, Navy Pier is one of the top-attended nonprofit cultural destinations In the Midwest, stretching more than six city blocks. Originally opened in 1916 as a shipping and recreation facility, this Chicago landmark showcases more than 50 acres of parks, restaurants, attractions, retail shops, sightseeing and dining cruise boats, and exposition facilities. It is home to 13-acre Polk Bros Park, the 20-story Centennial Wheel, Aon Grand Ballroom, Chicago Shakespeare Theater, WBEZ, Chicago Children’s Museum, an upscale, 222-room hotel adjacent to Festival Hall, which include expansive views of the lake and skyline, a 30,000-square-foot rooftop restaurant and bar and much more.

Navy Pier operates 7 days per week, 363 days per year and is closed on Thanksgiving and Christmas day.

As a mission-driven nonprofit, Navy Pier is committed to its values of integrity, diversity, excellence and stewardship. Contributing to the community, creating meaningful partnerships, and providing unparalleled guest experiences is the core of the organization’s operations. As a nonprofit organization, Navy Pier seeks partners to enhance and support the hundreds of year-round, free public programs, classes, events and performances that make Navy Pier Chicago’s most unique cultural district.

1.1 REQUEST FOR PROPOSAL ANNOUNCEMENT

Navy Pier Inc. (NPI) is soliciting responses to this Request for Proposals (“RFP”) for the Landscaping Maintenance Services at Navy Pier Inc. Navy Pier is interested in selecting a third-party professional Contractor to manage and perform Landscaping Maintenance Services in a safe and cost efficient manner subject to the terms and conditions required by Navy Pier.

The successful proposer (Contractor) will be awarded an Agreement to provide Landscaping services for the Facilities for a term of five-(5) years.

The required Landscaping services will consist of providing day to day maintenance and tending of landscaped areas and associated labor services throughout the entire Navy Pier complex, as specified in this Request for Proposal (the “RFP”).

Navy Pier will not be responsible for any costs incurred in the preparation and submittal of proposals. Furthermore, all proposals and materials submitted will become property of Navy Pier and will not be returned. Navy Pier reserves the right to reject any and all proposals in whole or in part, to negotiate with all, some or none of the Contractors and award an agreement to the Contractor whose proposal is most advantageous to Navy Pier. All information and materials contained in this document or furnished by Navy Pier are provided without representation or warranty as to the accuracy, completeness or otherwise, and are provided to prospective Contractor without any recourse whatsoever. Each Contractor is responsible for independently substantiating any information to its own satisfaction.

All questions regarding the RFP must be submitted in writing via e-mail to: John Hannah, Navy Pier Director of Operations at Jhannah@navypier.org

Questions must be submitted by 12:00 p.m. (CST) on July 29th, 2024. Written answers to questions will be provided to the pre-qualified participants via email to all participants on July 31st, 2024.

1.2 BACKGROUND

Navy Pier Inc. (NPI) is soliciting responses to this Request for Proposals (“RFP”) for the Landscaping and Maintenance Services for Navy Pier Inc. Navy Pier is comprised of a variety of areas which will require contractor services on a regular and consistent basis. The Contractor’s primary scope of services at Navy Pier includes Landscaping and Maintenance services to all areas of the Pier complex, various facilities will be viewed, further detailed in the *Mandatory Site Tour*.

1.3 AGREEMENT – BASIC TERMS

The terms and conditions of the anticipated Landscaping Agreement (the “Agreement”) by and between Navy Pier and the Contractor are set forth as follow:

Term: An initial term of five (5)-years. Navy Pier will retain the right to extend the term of the Agreement for up to an additional five (5) year period. Navy Pier shall have the right to terminate this contract, for convenience, by providing the Contractor ninety (90) days written notice of termination.

Scope of Work: Contractor will provide all necessary materials, equipment, staff, expertise and services required to carry out the required Scope of Services outlined in this RFP and subsequent contract.

Compensation: As compensation for services rendered, Navy Pier will pay the Contractor grouped in two categories, Base Service Fee and Additional Services Fees. Base Services Fees is the specified monthly fee for services outlined in the Base contract, Additional Services Fee is based upon the labor and applicable materials for projects not covered in the scope of services in the Base contract.

Capital Projects: During the Term of the Agreement, certain capital improvement projects may occur, and the Contractor may be required to submit a proposal to accommodate these projects.

Diversity: NPI strives to provide opportunities to MBE/WBE/DBEs companies that have a diverse workforce and can supply products and services that will meet our business needs. For this contract our goal is to establish a diversity goal of a minimum of 26% MBE and 6% WBE participation. **Proposers are required to submit a Diversity Plan that will reflect the stated above goals.**

Labor neutrality and card check procedure agreement at Navy Pier: With respect to contractor’s employees assigned to work on Navy Pier and who are not otherwise members of an existing bargaining unit cognizable under the National Labor Relations Act, and where not otherwise prohibited by applicable law, the contractor shall negotiate in good faith, with any union that seeks to represent its employees, for a labor neutrality and card check procedure agreement. The agreement shall apply only to employees actually assigned to work at Navy Pier and shall have no applicability to employees not so assigned. The agreement shall contain provisions accomplishing the following objectives: resolution by a third party neutral of disagreements regarding bargaining unit scope, inclusions, and exclusions; determination of the existence of majority support for a bargaining agent by means of a card check procedure; employer neutrality; prohibition of coercion or intimidation of employees by either the employer or the union; and a prohibition on strikes, work stoppages, or picketing for the duration of the agreement.

2 RFP SCHEDULE

The following schedule is an anticipated timetable for implementation of the RFP (dates and times are approximate and subject to change).

	RFP Document Issued to Prospective Bidders	7/17/24
	Mandatory site tour	7/25/24
	Written Questions Due	7/29/24
	Answers to Questions (no later than)	7/31/24
	Proposals Due	8/9/24
	Oral Interviews by Short-listed Bidders	8/21/24
	Contract Award	TBD
	Commencement Date (tentative)	TBD

2.1. PRE-PROPOSAL CONFERENCE AND SITE TOUR

The pre-proposal site tour will be held at Navy Pier at 600 East Grand Avenue. The tour will begin in the Peoples energy pavilion , located at the most western point of the pier. Additional information regarding the time and other details will be provided in a separate email sent to all eligible proposers. The following list of items pertains to the site-tour criteria:

- ✓ The purpose of the tour is to discuss the requirements and objectives for the facilities as defined herein.
- ✓ Contractors are requested to submit a list of persons that will attend via e-mail to John Hannah Director of Operations at Jhannah@navypier.org In an effort to keep the number of attendees manageable, please limit the number of attendees from your company to four (4) individuals or fewer.
- ✓ Contractors are **required** to attend the pre-proposal site tour as a condition of submittal.
- ✓ Contractor should not rely solely upon oral statements made by Navy Pier's representative during the site tour.
- ✓ Questions that arise during the site tour should be submitted in writing via e-mail no later than 12:00 PM (CST) on July 29th ,2024 to Jhannah@navypier.org .
- ✓ Written answers to questions will be provided to the registered participants via email on July 31st , 2024.

3.1. REQUIREMENTS

This section provides a summary of the essential requirements for the Facilities, which will be further detailed in **Attachment A-C**. An agreement between the Contractor and Navy Pier Inc. will be entered into to further define the contract.

Navy Pier's prominence as a public gathering place requires that the highest standards of exterior landscaping be maintained at all times. The Contractor selected for this responsibility must possess the capacity for implementing a systematic service approach to a wide variety of unique facility needs, along with the resources to spontaneously respond to unforeseen operational circumstances. Careful attention and consideration must be given to the distinctive, multifarious nature of the Navy Pier facilities, as well as to the variety of their operational uses in different seasons.

The major components of the Navy Pier complex that will require contractor services are as follows **Exhibit A**:

Navy Pier outdoor locations that require Landscaping Services includes; Ogden Slip north, Ogden Slip south, Polk Bros Park (north, Welcome Pavilion, Performance Lawns), Admin building Entrance (area from Reunion to Giordano's), South Dock, North Dock, Beer Garden North & South Picnic Areas, East End and Pier Park.

The Landscaping Services includes but is not limited to all locations listed above. The proposal documents contain more detailed descriptions of the locations in other sections of the proposal.

When responding to the proposal, Contractor should note any recommendations for increased or decreased services deemed to be in the best interest and best value to Navy Pier.

Materials, Employees, Workmanship

Proposer is required to utilize best industry practices as they exist throughout the term of the Agreement. Unless otherwise specified, the Contractor must provide and pay for all materials, labor, tools, equipment, transportation and other facilities necessary for execution and completion of work.

Green Practices:

The Services performed under the Agreement shall use industry best practices that integrate green principles of sustainability and resource efficiency into all facets of operations. All contractors must provide evidence of an Illinois Department of Agriculture Pesticide Applicator License. Resource efficiency measures include but are not limited to the following:

- ✓ Contractor shall be responsible for all insecticide applications required for Horticulture related needs.
- ✓ Turf should be managed to reduce water usage, fertilizer, and herbicides.
- ✓ All Plant control and support materials used for landscaping maintenance should include recycled contents and composting when practical.
- ✓ Where practical and available use of environmentally sympathetic planting practices, fertilizers, and chemicals.
- ✓ A program for sustainability to minimize the environmental impact of the Contractor's day to day operations at Navy Pier.

Additional consideration will be given to organizations which can demonstrate green and sustainable practices throughout their organization.

Base Services and Additional Services

In general, Base Services are the normal and predictable landscape maintenance and services activity of Navy Pier and include all services, including labor, equipment and materials.

Additional Service, the item specifically and expressly excluded from Base Services under the Agreement. All Additional Services must be approved in advance by Navy Pier. The Additional Services shall be as follows:

- ✓ Except for plantings, including trees, installed by and still under warranty from or through the Contractor, replacement of plantings, including trees, sod and other vegetation, damaged or destroyed through no action or inaction of the Contractor. This shall include equipment, labor and material charges for such activities. This shall not include any planting installed by Contractor which fails during the season or warranty period as set forth in the Agreement.
- ✓ Labor, materials and equipment charges for any special projects approved by Navy Pier, such as special events.
- ✓ Labor, materials and equipment charges for new plantings approved by Navy Pier. Provided, new plantings shall not include the normal periodic replanting of seasonal materials.

Personnel

a) In General

The Contractor shall provide competent and approved management support, both on-site and off-site, sufficient to manage the services to be provided. Such services are substantial and should be expected to change.

b) Staffing Requirements

The staffing levels shall be satisfactory to Navy Pier, such that Landscaping maintenance is performed, at a minimum performance criteria. The Contractor must provide a designated on-site contact person who must be empowered to make decisions on behalf of the Contractor which include; making assignments, managing performance, changing staffing levels, and disciplining employees. The contact person must be on-site a minimum of 2 hours per day, Monday – Friday, May 1 to September 30. In addition, the Contractor must provide a native plant species professional who will provide a report 3 times per year on the current health of native plant material and recommendations as to the continued growth/maintenance. The Contractor shall be able to provide the staffing to perform additional or emergency services without affecting the quality of the base contract work.

Sub-Contractors

The Contractor shall be responsible for all acts or omissions of any Sub-Contractor under this Agreement. All transactions of Navy Pier will be with the Contractor; Sub-Contractors will be recognized only in the capacity as agents of the Contractor

Navy Pier shall have the right to approve all Sub-Contractors and the Contractor shall not make any substitution for a Sub-Contractor without the prior written approval of Navy Pier.

d) General Employee Expectations

The contractor understands that Navy Pier's facilities are visited by many guests each year and that a positive appearance and courteous staff is critical to the success of Navy Pier's operations. The Contractor's personnel will behave in a courteous manner to the public and exercise safe and sound business practices with the skill, care, and diligence normally shown by landscapers employed in the services required under this Agreement. Initially, and until otherwise changed by Navy Pier, the Contractor shall ensure conformance with the following employee expectations:

i) Training and Development

The Contractor shall implement and maintain comprehensive workforce development programs, subject to approval of Navy Pier. Navy Pier may require Contractors staff to attend Navy Pier training.

ii) Character of Workers

The Contractor shall employ only competent and efficient personnel. Contractor must perform background check on staff assigned to Navy Pier. Whenever, in the opinion of Navy Pier any employee is negligent, careless, belligerent, rude, incompetent, obstructs the progress of the Work, acts contrary to instructions or conducts themselves improperly, the Contractor shall, upon notice from Navy Pier, remove the employee from Navy Pier property and shall not employ the employee again for Services under this Agreement.

iii) Uniforms

The Contractors employees must wear uniforms consisting of coordinated pants, shirts, T-shirts, vests and/or hats. Uniform articles are to be provided by the Contractor at their own expense.

Supply and Equipment Requirements

e) In General

The Contractor shall provide all consumable supplies, fertilizers, insecticides, fuels, equipment maintenance, grub applications, chemicals, water, equipment, tools, materials, containers, vehicles, transportation, and labor. The cost of all supplies and equipment, required under this Agreement, are to be included in the Contractor's Base Price

Meetings

Contractor shall attend periodic meetings with Navy Pier personnel related to the Services provided under this Agreement and Contractor's performance including quality assurance, planning and review, landscape maintenance, and Key Performance Indicators (KPI's). An initial quality assurance meeting to discuss start-up issues and requirements will be scheduled prior to Agreement's execution.

Reports

f) Annual Plant Inventory Report

The Contractor shall submit a Plant Inventory Report, prior to the installation of plants, to Navy Pier for review and approval. The report shall include but is not necessarily limited to the following:

- ✓ A survey and inventory of plants to determine the quantity of dead and/or missing plants that should be replaced.
- ✓ A list of the locations, number, size and type (botanical and common names) of the dead and/or missing plants that are to be replaced.
- ✓ A proposal for the plant material to be replaced.

Annual/Seasonal Planting (Exhibit B) and Approval

The Contractor shall provide a landscape design for each facility that include pictures of the materials that are labeled with the type of flowers (annuals) and plants that details the height they will grow to and the fullness they will grow out to. The Contractor must make the seasonal planting presentation early enough (prior to January 1) to allow replacement plants to be grown upon the final approval for all proposed planting designs. The Contractor must provide a manifest that lists the type and quantity of all flowers and plants that will be planted in each location. If the proposed designs submitted is a cost increase or savings to Navy Pier from the base contract amount provided for seasonal plantings the Contractor must present the detailed costs in writing during the presentation to receive approval before proceeding with any changes. All plants must be selected or procured well in advance of the planting season in conjunction with the Using Department and Contractor. **Attachments A,B,and C are within this document as a reference point.** The attachments articulate the spirit in which the landscape was installed and how it has morphed through time into what we have today. As each space is reinstalled annually, the proposer should have an overarching theme that ties the individual gardens together and present this plan as a part of the proposal.

Service Days and Hours

g) Primary Workdays

All work will be performed Monday through Friday. Any weekend or second shift work will require prior approval by Navy Pier. Services under this Agreement will be primarily conducted Monday through Friday, during the hours of 6:00 a.m. through 12:00 p.m.

Note: Noisy work cannot occur in Polk Bros Park and or in Ogden Slip before 8:00 AM due to an agreement Navy Pier has with Lake Point Towers.

The Services to be performed on weekends, holidays or during non-daylight hours, that is part of the Routine Scheduled Monthly Maintenance, must be approved by Navy Pier, prior to the Services being performed and will be at no additional cost to Navy Pier.

Any Services to be performed on weekends, holidays or during non-daylight hours, that is **not** part of the Routine Monthly Maintenance, will be performed based on such schedule as may be approved by Navy Pier.

h) Minimum Site Visits

The Contractor's landscape crew must visit each location as needed to properly maintain the area according to the scope of the contract.

General Conformance with Applicable Law

The Contractor, its agents, employees, material suppliers and Sub-Contractors, will perform all work required in a safe and responsible manner. The Contractor, its agents, employees, material suppliers, and Sub-Contractors, are required to maintain compliance with applicable local, state, and federal regulatory requirements pertaining to the work being performed.

Public Convenience

To the extent practical, Services under this Agreement will be so conducted as to cause a minimum of dust, noise, and inconvenience to the normal activities of Navy Pier and the occupants of property and buildings in the vicinity of the Work. The Contractor is responsible for conducting operations in such a manner as to minimize debris left on the public way and must provide clean up as required by Navy Pier.

Additional Services

Any Services or site(s) not specifically listed herein may be added to this contract if they fall within the scope of services as indicated herein.

Reduced Services

Navy Pier will notify the Contractor in writing of the work site(s) which requires maintenance services and request a written price proposal for the additional Services. Such Services and work site(s) may be added to the contract only if the prices are approved by Navy Pier by the issuance of a purchase order for the Additional Services. Navy Pier reserves the right to seek competitive pricing information on said work site(s) from other suppliers and to procure comprehensive landscape services in a manner which serves the best interest of Navy Pier. Any services may be reduced or eliminated by Navy Pier. The Contractor agrees that any such

reduction shall entitle Navy Pier to a proportional reduction in fees under the Agreement. Navy Pier will notify the Contractor of the services to be reduced or eliminated and the parties agree to negotiate in good faith regarding an appropriate reduction in fees.

General Right to Enforce

Navy Pier shall have the right, but not the obligation, to monitor activities of the Contractor and to otherwise inspect services and enforce the provision of the Agreement. In particular, Navy Pier may cause work site to be inspected at any time to determine if Contractor is performing services in conformance with the provisions of this Agreement. In the event a deficiency is noted, Navy Pier shall provide the Contractor with notice. Contractor shall promptly, within 24 hours, institute steps to correct the deficiency as soon as practical. Contractor shall diligently work to correct the deficiency to the satisfaction of Navy Pier.

Detailed Services Description

Service specified under this section may or may not take place within the months specified. Weather conditions, Navy Pier events and other factors may delay certain aspects and may expedite others. The schedule shall be subject to approval of the Navy Pier and may change depending on weather conditions. The Contractor shall coordinate the services with Navy Pier.

i) Weeding

Control weeds in all areas by pulling entire plant and roots. Remove weeds as often as needed from all landscaped and hardscaped areas, around irrigation boxes, fire hydrants, light poles, traffic controllers, along curb lines (Curb line width will be defined as inside of curb to where the curb meets the road surface.). Remove weeds around planters in concrete seams, cracks, or in and around all hardscape elements.

j) Annuals

Deadhead, dead leaf, stake and pinch back plants as needed, or as directed by Navy Pier. Fertilize annuals as needed with a liquid fertilizer mixture, as recommended by the manufacturer. Apply a Bio-stimulant approved by Navy Pier twice per season as recommended by the manufacturer. Mulch all annuals once they have reached sufficient size.

k) Perennials

Routinely groom plants, deadhead spent flowers and remove browned leaves. Pinch back and stake plants as needed or as directed by Navy Pier. Do not allow seed heads to form unless as directed or for winter interest. Divide perennials and transplant at the direction of Navy Pier. Apply a Bio-stimulant approved by Navy Pier twice per season as recommended by the manufacturer.

l) Shrubs and Trees

Routinely remove fallen or discolored leaves from shrubs and pick up twigs, branches and debris. Inspect and trim trees and shrubs per the schedule incorporated within this specification unless otherwise directed by the Navy Pier. Remove all dead, diseased, or crossed branches from trees and prune shrubs at the appropriated time so as not to interfere with blooming periods of the current season and subsequent seasons. Root water all trees and shrubs as required by weather conditions.

m) Tree Pruning

This item of work consists of furnishing all labor, material and equipment required to provide complete tree pruning services for all trees located at various landscaped areas as designated by the Navy Pier. The work includes but not exclusive to pruning, thinning, and training, for appearance, health and safety of the trees.

This item is interchangeable with pruning required under monthly landscape maintenance. Rather this item also addresses pruning needs of established trees that have been in the ground over five (5) years and require extensive pruning. Casual pruning to remove a limited number of damaged limbs will be considered incidental to monthly maintenance.

The Navy Pier will review plantings with the Contractor monthly to determine the need for pruning. All pruning will be performed by trained staff and supervised by an Arborist.

All tree care including pruning, thinning, staking, and training, for appearance, health and safety will be provided by the Contractor's Arborist. Tree installation and removal will be supervised on site by the Arborist.

In addition, pruning will remove diseased branches and twigs, branches that present a hazard to vehicular traffic, deadwood, split limbs, crossing branches, suckers, water sprouts, stubs, and improper cuts from former pruning. All pruning will maintain the natural form and characteristics of each tree unless otherwise directed by the Navy Pier.

Any other tree care found to be necessary including but not limited to root pruning, spraying,

and injecting will be provided by the Contractor's Arborist and will be incidental to this Agreement. Pruning will continue throughout the season as directed by Navy Pier.

All tree pruning, which includes all labor, equipment and materials necessary to complete the work as described herein will be considered incidental to LANDSCAPE MAINTENANCE and shall be included in the base pricing.

n) Soil Moisture Monitoring of Landscaped Areas

The Contractor is responsible for monitoring moisture in all work sites in order to adjust irrigation and hand-watering needs. These beds include irrigated and non-irrigated landscaped areas. The Contractor shall be responsible for the scheduling of all landscaping watering.

Supplemental watering of newly installed plant material will be incidental to the cost of installing these materials. It is the responsibility of the Contractor to assure plant material is not lost due to lack of water. Any loss of existing or newly installed plant material due to lack of water will be the responsibility of the Contractor to replace at no additional cost to Navy Pier.

o) Watering Semi-Irrigated Landscaped Areas

Description

This service consists of supplying all equipment and labor necessary to apply water on landscaped areas and planters that have non-automated irrigation systems.

General Requirements

All watering will be based on monitoring soil moisture and plant needs. Any signs of stress exhibited by plant material will be given special consideration in determining water needs.

Water to insure that moisture penetrates throughout the root zone, including the surrounding soil, and only as frequently as necessary to maintain healthy growth.

It is the Contractor's responsibility to supply and/or obtain all equipment as necessary to access and apply water including quick coupler keys, hoses, nozzles etc.

It is the Contractor's responsibility to monitor the soil moisture content at all semi-irrigated and non-irrigated landscape work sites. **Monitoring of soil moisture and the act of watering semi-irrigated and non-irrigated landscaped areas or planters is to be included in the base contract.**

p) Watering Non-Irrigated Landscaped Areas

Description

This work consists of supplying and applying water within landscaped area, raised planters, planter or landscaped areas that does not have an automated irrigation system. Watering is to occur from April 1 to November 30 or as needed.

It is the Contractor's responsibility to monitor the soil moisture content at all semi-irrigated landscape locations. Monitoring of soil moisture shall be considered incidental to LANDSCAPE MAINTENANCE and is included in the base pricing.

It is the Contractors responsibility to monitor moisture conditions and to see that watering is performed as required.

Watering of non-irrigated landscaped areas shall be performed at a time agreed upon between Navy Pier and the contractor.

The Contractor shall water plants to promote healthy growth and ensure that the soil is saturated thoroughly to a minimum depth of twelve (12) inches unless monitoring indicates a need for more or less water.

q) Seasonal Services

The seasonal schedules listed below are a good faith estimate of services required and any services routinely provided for landscape and ground maintenance, and which are not individually listed shall be considered incidental to the Agreement and will not be considered as an Additional Services.

i) Spring Clean-Up (April 1 - May 1)

In early April remove all dead stems and leaves and other debris from perennials, vines, shrubs and ground covers. Trim dead tips of vines and ground covers. Cut back ornamental grasses. Cut down any perennials left up over the winter and remove any dead leaves around the crowns of the plants.

Rake beds free of accumulated debris, dead leaves, and other material, leaving mulch in place.

- ✓ Do site visits to determine tree pruning and spraying required for the upcoming year.
- ✓ Perform tree pruning in early April as required.
- ✓ Remove all dormant plant material, accumulated debris throughout all landscaped areas.
- ✓ Measure all turf areas damaged by the winter snow and present a proposal to re-sod all salt or snow plow damaged areas with contract rates. A separate purchase order will be issued when the proposal is accepted.
- ✓ Monitor and care for all planter beds planted with perennials.
- ✓ Mulching of all tree rings must be done. Spade the edging of bed liners and remove waste products.
- ✓ Start mowing turf when necessary and coordinate a fixed day schedule for mowing services. Mowing services include, but are not limited to: litter removal on landscaped grounds, weeding all beds including shrub beds, paved areas and edging of curbs as necessary at a minimum of once a month. Perform tilling of all annual beds, tulip beds and edging all bed lines.
- ✓ Perform all services required for performing manual watering for all landscaped areas and planter beds without irrigation systems as necessary.

ii) Summer Season (May 2 – October 14)

The Contractor is required to perform all seasonal plantings and maintenance required for all landscaped sections and planter beds located throughout the facilities as necessary. The Contractor shall be the sole party responsible for all plantings, maintenance, and watering to maintain all facilities with award winning standards.

- ✓ Perform all services required for performing all watering required for all landscaped areas and planter beds with or without irrigation systems as necessary.
- ✓ Perform weekly mowing services as required and maintain all turf and planter beds to be weed free.
- ✓ Complete all tilling of annual beds to have them ready for plantings.

- ✓ Installation of the summer annuals should begin approximately May 12th if the weather is favorable and should try to finish before Memorial Day weekend if possible
- ✓ Install a fertilizer and or weed control sometime in May.
- ✓ Monitor all turf and planter sections weekly for disease, insect and weed problems.
- ✓ The irrigation system(s) should be observed weekly for any problems and proposals should be submitted for large repairs required for the pumps, time clocks, controls, piping and sprinkler heads as necessary.
- ✓ Install a fertilizer and/or weed control sometime in July.
- ✓ Install a fertilizer and or weed control sometime in September.
- ✓ Starting in approximately October maintain all landscaped areas free of fallen leaves, debris and dormant plant materials on a weekly basis with the mowing schedule. On a weekly basis start monitoring the annuals. When large enough annual beds have been cleared, compost needs to be added to the beds as necessary. The Contractor must compost all fallen leaves and plant materials removed.
- ✓ Install grub applications to turf areas as necessary to ensure they will not be damaged.

iii) Fall Clean-Up (October 15 - November 15)

All clean-up work will start October 15 to depending upon weather conditions and condition of plant material. *All* work must be completed by the end of November 15, depending upon the weather conditions and the condition of plant material.

- ✓ Shrub bed mulching will occur after the shrub beds are fertilized once in October and fallen leaves are hauled away from the shrub beds. Spring flowering shrubs will be pruned after they flower.
- ✓ Core aeration and seeding services must be performed in all turf areas each Fall Season.
- ✓ Install grub application to turf areas as necessary to ensure they will not be damaged.
- ✓ In the last week of October, the Contractor is required to turn off all irrigation system valves, time clocks and controls and purge all the zones, lines, and heads with compressed air as necessary.
- ✓ Maintain all landscaped areas free of fallen leaves, debris, dormant plant materials from all landscaped areas.
- ✓ Install the last application of fertilizer and/or weed control sometime in November.
- ✓ Continue pulling out all dead annuals (remove entire plant to include root and smooth soil to fill in holes) and replenishing beds with compost until all annuals beds are cleaned out and the materials are composted.
- ✓ Perform tree and shrub pruning as required.
- ✓ Cut back perennial plants as needed.
- ✓ Adjust and add mulch as needed to maintain a two (2") inch deep layer around all perennials.

r) Integrated Pest Management Inspections

Contractor's Horticulturist will inspect all plants and beds for pests and diseases on an as needed basis. Contractor shall identify and monitor pest and diseases levels and determine action required to maintain the good appearance, health and, top performance of all plant material.

s) Chemical Application

This work will consist of furnishing all materials, equipment and labor necessary to apply insecticide, herbicide, anti-desiccant, or to utilize other methods necessary to keep plant material in all landscaped areas and planters in a healthy and attractive condition. Integrated pest management will be practiced to minimize the need for chemical applications.

The Contractor's Horticulturist will inspect all plants and beds for pests and diseases on an as needed basis. Contractor shall identify and monitor pest and disease levels and determine action required to maintain all landscaped areas the good appearance, health and, top condition at all times.

All CHEMICAL APPLICATIONS, which includes all labor, equipment and materials necessary to complete the work as described herein will be considered incidental to LANDSCAPE MAINTENANCE and shall be included in the base pricing.

t) Fertilization Of Lawn & Landscaped Areas, Dry Herbicide And Tree Fertilization – Tree Spikes

This work consists of furnishing all labor, materials, and equipment required to fertilize lawn and landscaped areas identified in this document.

The fertilizer will be applied to lawn and landscaped areas only by mechanical means and only when the grass and landscape is dry. No hand spreading will be allowed.

Lawn and landscaped areas will be fertilized in early Spring (April or May) to help promote early green up. Other applications of fertilizers will be applied to turf in July, September, and in November. The Contractor Horticulturist should determine when grub control applications should be installed as needed at no additional cost to keep the turf strong and healthy.

All FERTILIZATION OF LAWN & LANDSCAPED AREAS, DRY HERBICIDE AND TREE FERTILIZATION – TREE SPIKES, which includes all labor, equipment and materials necessary to complete the work

as described herein will be considered incidental to LANDSCAPE MAINTENANCE and shall be included in the base pricing.

u) Mulch Supply and Maintenance

Mulch Maintenance described below will be performed at all work sites as directed by Navy Pier.

This item will consist of furnishing, transporting and placing shredded hardwood bark mulch in all planter bed areas and tree rings from April 1 to November 30 as described herein and per direction of Navy Pier.

The Contractor shall supply and install shredded hardwood bark mulch, as needed to supplement mulch around trees, shrubs, and herbaceous plants in landscaped areas.

In general, maintain the hardwood mulch layer around all plants. Perennials including perennials. bulbs. ground cover, vines and grasses. Annuals: Up to one inch (1") deep - spread lightly through annual plantings. Trees, shade and ornamental.

Contractor shall mulch planting areas as directed by Navy Pier.

The Contactor must install additional mulch material if necessary regardless of why it is missing to maintain protection specified for all locations at no additional cost.

All MULCH SUPPLY AND MAINTENANCE, which includes all labor, equipment and materials necessary to complete the work as described herein will be considered incidental to LANDSCAPE MAINTENANCE and shall be included in the base pricing.

v) Mowing Turf

Description

This item of work consists of furnishing all labor, material and equipment required to mow turf areas located within various work sites. The work includes preparing the turf surface for mowing by removing all litter, leaves, twigs, and debris and mowing the grass to achieve a uniform and finished appearance. The work also includes trimming, edging, and as necessary, filling holes, collecting and removing clumps of grass clippings from the lawn area. Edging will be performed as needed to maintain a clean edge.

General Requirements

Mowing operations will begin in April. Mowing will occur once every week per location or as frequently as required based upon weather conditions and turf growth rate.

Grass will not be cut to less than two inches (2").

Work will also include edging all plant beds adjacent to lawn areas as well as all curb lines and concrete traffic diverters. Edging will occur at the beginning & middle and end of the growing season.

Equipment will be adjusted and mowing will be achieved in such a manner that removal of grass clippings is not necessary. When clippings that fall back on the turf are matted and will cause injury to the turf, they must be removed. The direction of mowing will be alternated so the grass is not mowed in the same direction each time. All pavement areas will be left clean of all mowing debris.

All MOWING TURF AREAS REQUIREMENTS and trimming, edging and collection and removal of debris or mowing materials, which includes all labor, equipment and materials necessary to complete the work as described herein will be considered incidental to the cost of mowing and LANDSCAPE MAINTENANCE and shall be included in the base pricing.

w) Plant Material

Description

This work will consist of furnishing and installing plant material of the type and size of specified by Navy Pier. Plant material includes trees, shrubs, perennials, grasses, groundcovers, annuals, bulbs.

General Requirements

This work includes the furnishing and installation of new trees, shrubs, and other plant material as directed by Navy Pier.

x) Warranties

In addition to any other warranties required in the Agreement, the Contractor shall provide a two (2) year warranty for all trees and one (1) year warranty for all shrubs, perennials, bulbs, grasses, and ground covers furnished. The Contractor shall provide a one (1) season warranty

for all annual plants furnished. All warranties shall include labor, equipment and material charges.

y) Plant List

A plant list has been provided and may from time to time be updated by Navy Pier. The Contractor is to use this list to produce an aggregate price for the items categorized by type and size. The plant material contained in the list represents plantings which may be specified by Navy Pier. Navy Pier could specify a plant which does not appear on the list. Plants not listed will be paid for under the item which represents the plant's type and size.

All substitutions must be approved by Navy Pier in writing. If specified plants are found to be unavailable the Contractor must submit, to Navy Pier a list of proposed substitutions and their sources.

z) Transplanting/Removal

Transplant/dividing and removal of perennials and bulbs will be considered incidental to LANDSCAPE MAINTENANCE. The transplanting of shrubs and trees in order to make space for new plant material will be considered incidental to FURNISH AND INSTALL PLANTS.

aa) Determining Plant Furnish and Installation Needs

Upon direction of Navy Pier, The Contractor shall survey and inventory plantings within the desired landscaped area to determine the quantity of dead or missing plants.

The plants inventory will list the number and type of plants required by location and planter.

Contractor shall submit the inventory and a replacement plant list for approval by the Navy Pier. See work site planting plans and plant lists for plant material.

bb) General Plant Requirements

Plants will meet all requirements of Federal, State, and local laws with respect to plant type, labeling, nursery or plant inspection, disease, insect, and other pest infestation, and any other requirements.

cc) General Installation Requirements

All plant material on the job site will be protected by means of shade cloths, and will be adequately watered.

The Contractor shall provide all material, labor, and equipment to complete the installation in a timely manner.

The Contractor shall take all precautions necessary to avoid damage to roots of both new and existing plant material.

Immediately following installation, plants will be watered to a depth of twelve inches (12"). In irrigated or semi-irrigated landscaped areas use quick couplers and hoses to tap into existing water supply. Re-adjust irrigation system as necessary. Hardwood mulch will be returned to the area, or added as necessary, and smoothed out so that it is consistent in appearance with adjacent areas.

The Contractor shall be responsible for the restoration of soil, surrounding grade, and hardwood mulch. The Contractor shall be responsible for protecting the irrigation system and damages will be repaired immediately at the Contractor's expense regardless of the cause.

Additional quantities of Planter Soil Mix that is necessary for the completion of FURNISH AND INSTALL PLANTS will be incidental to this pay item.

Maintenance of plantings will begin immediately after installation.

In general, planting times are as follows:

<u>Shrubs:</u>	May 1 – July 15 and September 1 – November 15
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<u>Annuals early</u>	April 15 – May 1
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<u>Annuals, others:</u>	May 15 – July 15 and September 1 – November 15
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<u>Perennials, Grasses:</u>	May 15 – July 15 and
<u>Groundcovers</u>	September 1 – November 15

<u>Bulbs, spring:</u>	September 15 – October 31
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3.2 QUALIFICATIONS

Submittal Requirements

This section of the proposal should demonstrate that the Respondent has the expertise, experience and capacity necessary to successfully provide the services requested.

Minimum Qualifications:

Each Respondent must meet the following minimum qualifications:

- Respondent must have had a minimum 5 years in business.
- Respondent must currently be executing a minimum of two (2) landscape maintenance agreements with an average annual value of \$200,000.

Each Respondent must include all the following information:

- An operational plan of the service it is offering including the following information:
 - **Describe your firm** and its capabilities for the services sought:
 - . Number of years in business.
 - . Number of employees.
 - . Experience your firm has had within the past five (5) years providing landscape maintenance
 - **Provide the information on your three (3) largest landscape maintenance contracts:**
 - . Name and contact information for facility.
 - . Annual value of contract.
 - . Number of continuous years contracted with each facility.
 - . Brief overview of services provided to each facility.
 - **Provide Diversity Utilization Plan:** Contractor shall describe in detail its plan to meet NPI's Diversity aggregate goal of a minimum of 26% MBE and 6% WBE participation.
 - **Provide a Sustainability Plan:** NPI is committed to making sustainability a priority throughout its operations. Efforts around sustainability include a 20% diversion rate over the next 5 years.
 - **Proposed Pricing and Fee Structure:** A Proposed Pricing Structure and Fee Structure sheet is included under Exhibit A Proposed Pricing/Fee Structure. The categories are broken down as noted below.
- **Proposer should note any increase in fees anticipated**

- **Insurance Requirements:** The selected Contractor will be required to meet the Insurance requirements set forth in Form C.

EVALUATION CRITERIA

When evaluating Proposals, NPI will consider such criteria as NPI deems, in NPI's sole and absolute discretion, to be in the best interests of NPI, including but not limited to the relative strength of the respondents in the following areas:

- . Compliance with RFP submittal requirements
- . Experience and qualifications of the responding firm
- . Previous experience and capabilities of the responding firm
- . Proposed pricing structure
- . Sustainability Plan
- . Diversity Utilization Plan
- . Insurance Requirements
- . Any other relevant factors listed as Requirements in this RFP

Exhibits

Exhibit A: Navy Pier Service Area (3 site plans)

Exhibit B: Navy Pier Annual Planting Schedule

Exhibit C: Annual Plantings Scope of Work

Required Forms

Form A: Proposed Pricing Structure

Form B: Recommendations for Scope Reductions

Form C: Insurance requirements

Attachments

Attachment A: Pier Park

Attachment B: Polk Brothers Park

Attachment C: South dock



North PBP

Polk
Brothers
park

Welcome
pavilion

South PBP /
performance lawn

Ogden slip

Ogden Slip

Chicago River

This exhibit is used as a reference only, please submit your own recommendations

Annual Plant schedule

Bed Number		Beer Garden Area							South Dock	Pier Park				East End		North Dock						
	Quantity Ordered	Beer Garden beds by consessions (10) 240 sqft	Beer Garden beds along wall across from hut (4) 96 sqft	Beer Garden grey planters (2 round) 15 sqft	Beer Garden Concrete beds (6) 420 sqft	Beer Garden Terra Cotta Planters (23) 92 sqft	Beer Garden Concrete Planters by Hut	Beer Garden Terra Cotta planters by Hut (6 round, 9 square) 135 sqft	Planter Shakespeare stairs (1) 7 sqft	Knot garden beds 2400 sqft	Carousel In Pier Park	Merry go terracotta planters round (14) 42 sqft	Round bed at top of Staircase on North Side 39 sqft	East end Round Concrete planters (8) 157 sqft	Grey planters by flag pole (12) 108 sqft	North Dock Round Terra Cotta 36" (9) 64 sqft	North Dock Round Terra Cotta 24" (5) 15 sqft	North Dock Square Terra Cotta (5) 2x2 20 sqft	North Dock Square Terra Cotta (2) 3x3 18 sqft	3 North Dock Wooden Planters at base of Main Stairs 96 sqft	3 Wooden Planters North Dock at West Garage Entrance 75 sqft	240 Concrete Planters North Dock
TYPES OF FLOWERS																						
Alocasia Portora	18						18															
Angelonia Archangel Raspberry	50											50										
Angelonia Archangel White	720	110	80		120		180													150	80	
Begonia Whopper Red bronze leaf	500	90	60										90	60	50					90	60	
Begonia Whopper Rose bronze leaf	840						180			0	640							20				
Canna Cannova Mango	45											45										
Canna Cannova Rose	75				45		30															
Canna Cannova Yellow	105				45	30	30															
Cleome Seniorita Rosalita	670	40	10		90	30	120				340									30	10	
Cleome Seniorita Blanca	20												20									
Coleus Campfire	50											50										
Coleus Chipolte Salsa Verde (lime)	120						120															
Coleus Indian Summer	110													60	50							
Coleus Glennis	100													60		20	10	10				
Coleus Red Head	150	90			60																	
Coleus Roaring Fire	80		20	10					5											25	20	
Coleus Rustic Orange	590	90	20	10	60	30	180		5		150									25	20	
Coleus Henna	190					40					150											
Cuphea Vermillionaire	70													60		10						
Geraniums Caliente Lavender *	120						120															
Grass pennisetum Princess - gal	36			2					1				12			9	5	5	2			
Grass pennisetum Rubrum - 1 gal	30		6												12					6	6	
Grass pennisetum Sky Rocket- 1 gal	120						30				66			24								
Grass pennisetum setaceum 1801	486																					486
Plecanthus	290	100	30											40	50					40	30	
Lantana Lucky Sunrise Imp.	960																					960
Lantana Samantha	180						180															
Lobularia Snow Princess	1800	110			90	30	120					50		40	50	20	30	30		30		1200
Imp Sunpatien Hot Coral	40															10	10	20				
Imp Sunpatien Lilac	40															10	10	20				
Imp Sunpatien White	40															10	10	20				
Marigold Durango Orange	140						120			0								20				
Marigold Durango Yellow	90				90																	
Petunia Cascadia Indian Summer	80													80								
Petunia Supertunia Bordeaux	1510			10	100	30	165		5													1200
Rudbeckia Prairie Sun	210				90		120															
Salvia Rockin Deep Purple	100										100											
Salvia Evolution Deep Violet	125	90		10					5	0										20		
Salvia Wendy's Wish	70	60															10					
Zinnia Uproar Rose	250				90	40	120															
TOTALS	11202	780	226	42	880	230	1815	0	21	0	1446	195	122	424	212	89	75	115	42	416	226	3846

EXHIBIT C

Annual Plantings

Scope of Work and Performance Specifications

I. General Scope & Specifications

The Contractor will be responsible for providing all plant care, grounds keeping, landscaping, horticultural maintenance, and associated labor services throughout the Navy Pier complex in accordance with the schedules and performance criteria outlined herein. The schedules and procedures for services listed herein are outlined by specific facility, location, and area within the Navy Pier complex. These schedules and work procedures are based solely upon Navy Pier's staff "best projection" of the appropriate services required. It is expected that the contractor will conduct their own strategic assessment and recommendations for appropriate landscaping, plant care and grounds maintenance techniques for each facility, location, and area of the Navy Pier complex. This assessment should give full consideration to the information contained in this document, as well as the professional expertise of the Contractor in suggesting service delivery options. **The Contractor's proposal should clearly identify any additional recommendations for appropriate maintenance services which are not represented within the following list, or recommend any changes in schedule or procedure which they deem appropriate.**

The Contractor is expected to maintain all internal building landscaping and plants (exclusive of those areas occupied by tenant lessees) in a professional and aesthetically pleasing condition at all times. The Contractor will also maintain all exterior landscaping and grounds of the Navy Pier complex, including the Pier Park, Polk Bros Park, Ogden Slip, the North and south Dock as well as the east end in a professional, and aesthetically pleasing condition.

II. Interior Landscaping, Plants and Grounds Maintenance Services

The following is a listing of horticulture/landscape requirements for each designated facility on Navy Pier. It should be noted that these requirements address only internal facility maintenance issues

The plants in the Crystal Garden, and office must be maintained year round by the Contractor.

North Dock

All plantings shall be monitored on a daily basis with water and fertilizer being provided as required to assure peak condition. All plantings shall be groomed as required to assure optimal esthetics appearance.

Beer Garden North & South / East End

- a. All plant material shall be monitored on a daily basis to assure it is watered as required in order to assure peak condition. All watering systems used for this purpose shall be monitored and maintained as needed by the contractor. All plant material shall be fertilized as frequently as required to assure peak condition. All plant material shall be pruned and or groomed to remove any dead, diseased, as well as, spent flowers and dying foliage.
- b. All planters shall be watered as often as required to assure peak condition. They shall be fertilized as frequently as needed to assure peak condition. All plants shall be groomed and pruned as required to assure a high quality appearance. Any dead and or dying plant material shall be replaced as immediately and replaced by the contractor. All work shall be performed prior to and completed by 10:00 A.M.

Navy Pier Interior and Exterior Display Requirements

External Seasonal Floral Display – The base contract includes one (1) summer seasonal planting (from May through October) in existing planting beds of varying sizes throughout the Navy Pier complex **Exhibit C**. Approximately 17,000 six-inch annuals are required to be planted in this summer rotation. Planting must be coordinated with Navy Pier management to avoid interference with Pier operations. It should be noted that there are no storage or staging areas available on the Pier, requiring a strategic delivery/installation plan by the contractor for the annual planting.

The contractor must give a presentation and submit an annual summer planting plan to Navy Pier management that contains options with written estimates of any cost increases or savings from the base price for each proposed option to review and approve by December of each year. The contractor is responsible for providing all appropriate planting bed preparation at the beginning of the season using mushroom compost or another appropriate fertilizer. Regular maintenance includes, but is not limited to the watering of all flowers beds on a daily basis, pinching of flowers to promote growth throughout the season, weeding, spraying, and any other appropriate horticulture measures to ensure the healthy and full growth of planted materials throughout the summer season from May through October. The contractor is also required in the base contract to promptly replace any planted material during the summer season which dies due to physical damage, climatic, pathogenic, or insect related causes as part of the base contract. A minimum 10% replacement inventory of planted material is required as part of the base contract. All planted areas must be thoroughly cleaned of seasonal planted material at the end of each season.

Form A - Proposed Pricing Structure							
ALL COSTS FOR LABOR MUST BE INCLUDED IN THE BASE RATE							
Service Locations		BASE YEAR	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR	TOTAL
Ogden Slip North and South							
Polk Bros Park: Performance Lawns, Fountain, North.							
On Pier Exterior Locations: Pier Park, North Dock, South Dock, East End, Beer Garden, Headhouse Entrance. Excluding Polk Bros Park and Ogden Slip							
Total Cost							

Form B - Recommendations for Scope Reductions

[illegible]

INSURANCE REQUIREMENTS

The Contractor/Vendor must procure and maintain, at its own expense, for as long as the Agreement is in effect, the insurance coverages set forth below, in amounts specified by Navy Pier's Risk Manager, and must provide Company with certificates evidencing such coverage prior to performing any services:

Certificate Holder

Metropolitan Pier & Exposition Authority &
Navy Pier Incorporated
600 E. Grand Avenue
Chicago, IL 60611

Commercial General Liability

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$2,000,000
Products Liability/Completed - Opps. Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Damage to Premises Rented to you	\$1,000,000

If Commercial General Liability or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required "per-occurrence" limit. Aggregate limits of liability must apply on a "per-location" or "per-project" basis, as the case may be. The general liability coverage must provide that Metropolitan Pier & Exposition Authority and Navy Pier Incorporated be covered as Additional Insureds using ISO Forms CG 20 10 10 01 and CG 20 37 10 01 (or equivalents acceptable to us) on a primary and noncontributory basis, with rights of subrogation waived in favor of the Additional Insureds. In the event that Contractor or Vendor carry higher limits than those required in this Insurance Requirements Exhibit, then those higher limits are to apply in favor of the Additional Insureds.

Workers' Compensation and Employer's Liability

<u>Coverage</u>	<u>Limit</u>
Workers' Compensation	Statutory
<u>Employer's Liability</u>	
Each Accident	\$1,000,000
Per Employee - Disease	\$1,000,000
Annual Aggregate - Disease	\$1,000,000

Coverage in accordance with the applicable State of Illinois laws covering all the contractor's employees.

Automobile Liability

<u>Coverage</u>	<u>Limit</u>
Bodily Injury and Property Damage Combined - Single Limits	\$1,000,000
Uninsured/Underinsured Motorist - Occurrence	\$1,000,000

Such insurance shall include coverage for loading and unloading hazards. This policy must provide coverage for all owned, non-owned, and hired autos.

INSURANCE REQUIREMENTS

Umbrella Liability

Coverage

Per Occurrence
General Aggregate

Limit

\$5,000,000
\$5,000,000

Coverage must be in excess of Commercial General Liability, Auto Liability and Employers Liability. It must be no more restrictive than the primary coverage. Such Umbrella Liability insurance shall also provide coverage for the Additional Insureds (as indicated above with respect to Commercial General Liability insurance) using equivalent ISO Forms, with such coverage explicitly excess to and noncontributory with the Additional Insured's liability insurance (primary, umbrella, and excess), with subrogation waived in favor of the Additional Insureds.

Professional Liability Coverage

Coverage

Per Wrongful Act
Annual Policy Aggregate

Limit

\$5,000,000
\$5,000,000

Definition of Professional Services must encompass all professional services associated with this agreement and the policy definition of professional service should require Company written approval and authorization.

All Risk Property (if applicable)

General Requirements Applicable to All Insurance

- Such insurance shall include coverage for Bodily Injury and Property Damage resulting from an error and/or omission in the performance of services outlined within the agreement. Also, the definition of Professional Services must encompass all professional services associated with this agreement and the policy definition of professional service should require Company written approval and authorization.
- All insurance companies must be rated A-VIII or better by the A. M. Best Company or equivalent rating agency.
- Contractor's/Vendor's assumption of liability is independent from, and not limited in any manner by, the Contractor's/Vendor's insurance coverage obtained pursuant to this Agreement, or otherwise. All amounts owed by Contractor to Company as a result of the liability provisions of the Contractor shall be paid on demand.
- None of the requirements contained herein as to types and limits or Company approval of insurance, coverage to be maintained by the Contractor/Vendor are intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by Contractor under the Agreement and any other agreement with Company or otherwise provided by law.
- Contractor/Vendor expressly understands and agrees that any insurance or self-insurance programs maintained by Company shall apply in excess of and not contribute with insurance provided by Contractor/Vendor under the Agreement. All of Contractor's/Vendor's insurance, whether primary, umbrella, or excess, is and shall be primary to and noncontributory with Company's insurance.

INSURANCE REQUIREMENTS

- Contractor/Vendor shall provide to Company no less than ten (10) days prior to commencement of the work to which this Agreement applies Certificates of Insurance showing full compliance with these Insurance Requirements, including the status of Metropolitan Pier & Exposition Authority and Navy Pier Incorporated as Additional Insureds on a primary and noncontributory basis, with subrogation waived in favor of the Additional Insureds, and that insurers shall be required to provide the Certificate Holders with notice of cancellation or nonrenewal no less than thirty (30) days prior to such cancellation or nonrenewal (except for cancellation due to nonpayment of premium, in which case such notice must be provided to the Certificate Holders no less than ten (10) days prior to such cancellation). Such notice of cancellation or nonrenewal must be delivered to Certificate Holders via overnight service such as FedEx.
- Such Certificates of Insurance shall disclose the deductibles or retentions applicable to each such insurance policy. Acceptability of such deductibles or retentions shall be in the sole discretion of the Certificate Holders.
- Companies issuing the insurance policies shall have no recourse against Company for payment of any premiums or assessments for any deductibles or retentions, all of which are and shall be the sole responsibility and risk of Contractor/Vendor.
- All policies should be written on an occurrence basis, except for Professional Liability insurance, which may be written on a claims-made basis if no such insurance is reasonably and commercially available on an occurrence basis. With respect to any insurance provided pursuant to these Insurance Requirements that is provided on a claims-made basis, Contractor/Vendor shall be required to maintain such insurance on a continuous and uninterrupted basis for a minimum of three (3) years following the conclusion of the work performed or provided pursuant to this Agreement.
- All policies, except for workers' compensation and professional liability policies must amend the other insurance clause to be **Primary and Non-Contributory** for any liability arising directly or indirectly from the Services.
- Contractor agrees to require its subcontractors to comply with the insurance provisions required of Contractor pursuant to this Agreement unless Contractor and Company mutually agree to modify these requirements for subcontractors whose work is of relatively small scope. Contractor agrees that it will contractually obligate its subcontractors to promptly advise Contractor of any changes or lapses of the requisite insurance coverage and Contractor agrees to promptly advise Company of any such notices Contractor receives from its subcontractors. Contractor agrees that it will contractually obligate its subcontractors to indemnify and hold harmless Company, Metropolitan Pier, and Exposition Authority, Navy Pier Incorporated, its facilities, agents, officers, board members and employees to the same extent that Contractor is required to do so as provided in this Agreement. Contractor assumes all responsibility for monitoring subcontractors' contracts and insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of services. As an alternative, Contractor may include its subcontractors as additional insured on its own coverage as prescribed under these requirements. If the subcontractors are included as additional insureds, Contractor agrees to provide workers' compensation coverage for contractors and their employees.

INSURANCE REQUIREMENTS

- Failure to obtain and maintain required insurance shall constitute a breach of the Agreement and the Contractor will be liable for all costs, liabilities, damages, and penalties resulting to Company from such breach, unless a written waiver of the specific insurance requirement is provided to the Contractor by Company. Company reserves the right, at their option and in their sole discretion, to procure any required insurance and to deduct from or charge to the Contractor/Vendor the cost of such insurance.
- Contractor/Vendor shall promptly provide a certified copy of any insurance policy procured and maintained pursuant to this Insurance Requirements upon Company's demand.
- In no event shall any failure of Company to receive certificates of insurance required hereunder, or to receive them by the date(s) required hereunder, be construed as a waiver of the selected Contractor's obligation to obtain (or cause to be obtained) insurance coverage required by the terms of this Agreement. Failure of Company to demand any certificate of insurance or other evidence of full compliance with the insurance requirements set forth in this Exhibit, or failure of Company to identify a deficiency in the evidence provided, shall not be construed as a waiver of the Contractor's obligation to maintain (or cause to be maintained) the insurance required hereunder. The acceptance of delivery by Company of any certificate of insurance evidencing required coverage and limits does not constitute approval or agreement by Company that the insurance requirements have been met or that the insurance policies referenced in the certificates of insurance are in compliance with such requirements.