



# Business Entity Search

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## Entity Information

<b>Entity Name</b>	CITYESCAPE GARDEN & DESIGN LLC		
<b>Principal Address</b>	3022 W LAKE ST CHICAGO, IL 60612		
<b>File Number</b>	00865842	<b>Status</b>	ACTIVE on 01-23-2024
<b>Entity Type</b>	LLC	<b>Type of LLC</b>	Domestic
<b>Org. Date/Admission Date</b>	02-20-2003	<b>Jurisdiction</b>	IL
<b>Duration</b>	12-31-2029		
<b>Annual Report Filing Date</b>	00-00-0000	<b>Annual Report Year</b>	2025
<b>Agent Information</b>	LAWRENCE BECKER 1275 MILWAUKEE AVE STE 300 GLENVIEW, IL 60025-2448	<b>Agent Change Date</b>	02-09-2024

## Services and More Information

Choose a tab below to view services available to this business and more information about this business.

[Purchase Master Entity Certificate of Good Standing](#)

[File Annual Report](#)

[Articles of Amendment Effecting A Name Change](#)

[Adopting Assumed Name](#)

## Jones, Grant

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**From:** Connie Rivera <connie@cityescape.biz>  
**Sent:** Tuesday, December 17, 2024 10:10 AM  
**To:** Jones, Grant  
**Cc:** Becky Gonzalez-Ortiz; Rick Castle; Michael Elsen  
**Subject:** Seasonal Container Display and Maintenance Contract

Caution! This message was sent from outside your organization.

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Hello Grant,

Pursuant to the contract above; Section II “the Village will have the right to renew the contract for two (2) additional one (1) year terms with all terms and conditions, other than price, remaining the same. The Village will allow the Bidder to increase or decrease the contract price for each annual renewal”, CityEscape is requesting a renewal along with a price increase of 3.45% based on CPI. We appreciate your consideration of this request.

Please let me know if you have any questions or need additional information.

Thank you very much.

Connie Rivera




3022 W. Lake Street, Chicago IL 60612  
Tel 773.638.2000 Fax 773.638.2002  
www.cityescape.biz

*garden center & design studio*

# Databases, Tables & Calculators by Subject

 [Special Notices](#) 4/25/2024

Change Output Options:

From:  To:  

include graphs  include annual averages

[More Formatting Options](#) 

Data extracted on: October 23, 2024 (9:09:34 AM)

## Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W)

**Series Id:** CWURS23ASA0  
 Not Seasonally Adjusted  
**Series Title:** All items in Chicago-Naperville-Elgin, IL-IN-WI, urban wage earners and clerical workers, not seasonally adjusted  
**Area:** Chicago-Naperville-Elgin, IL-IN-WI  
**Item:** All items  
**Base Period:** 1982-84=100

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Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2014	219.141	220.255	223.246	224.478	224.077	224.993	223.959	223.857	224.059	222.849	220.870	219.627	222.618	222.698	222.537
2015	218.433	218.461	220.480	220.880	221.719	222.228	221.817	222.815	221.704	221.339	219.988	218.653	220.710	220.367	221.053
2016	219.547	218.650	219.769	221.206	221.720	222.599	220.867	221.501	222.358	222.400	222.530	222.650	221.316	220.582	222.051
2017	224.234	224.141	223.928	224.891	224.984	224.718	224.942	225.642	226.524	225.336	226.795	226.085	225.185	224.483	225.887
2018	227.744	227.717	227.716	229.533	230.648	230.393	229.810	230.087	230.882	230.836	228.942	227.944	229.354	228.959	229.750
2019	229.004	230.814	231.627	231.596	233.528	232.543	233.486	233.746	233.881	234.696	233.945	233.518	232.699	231.519	233.879
2020	235.518	235.557	234.250	231.572	233.741	234.874	235.750	236.287	237.410	237.251	236.382	236.096	235.391	234.252	236.529
2021	237.602	239.091	240.820	243.551	245.943	247.637	248.622	248.640	249.336	251.201	251.935	252.961	246.445	242.441	250.449
2022	255.254	257.086	261.303	262.064	267.450	271.652	271.059	270.486	270.384	270.626	269.083	266.022	266.039	262.468	269.610
2023	268.216	269.343	271.585	273.607	274.465	274.975	274.883	275.546	275.642	276.187	275.026	274.995	273.706	272.032	275.380
2024	277.524	279.146	281.252	283.067	284.445	284.349	286.230	286.784	287.531					281.631	

## 12-Month Percent Change

**Series Id:** CWURS23ASA0  
 Not Seasonally Adjusted  
**Series Title:** All items in Chicago-Naperville-Elgin, IL-IN-WI, urban wage earners and clerical workers, not seasonally adjusted  
**Area:** Chicago-Naperville-Elgin, IL-IN-WI  
**Item:** All items  
**Base Period:** 1982-84=100

Download:  [.xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2014	1.4	0.6	2.0	2.6	1.8	2.1	2.0	2.0	2.2	2.0	1.6	1.2	1.8	1.7	1.9
2015	-0.3	-0.8	-1.2	-1.6	-1.1	-1.2	-1.0	-0.5	-1.1	-0.7	-0.4	-0.4	-0.9	-1.0	-0.7
2016	0.5	0.1	-0.3	0.1	0.0	0.2	-0.4	-0.6	0.3	0.5	1.2	1.8	0.3	0.1	0.5
2017	2.1	2.5	1.9	1.7	1.5	1.0	1.8	1.9	1.9	1.3	1.9	1.5	1.7	1.8	1.7
2018	1.6	1.6	1.7	2.1	2.5	2.5	2.2	2.0	1.9	2.4	0.9	0.8	1.9	2.0	1.7
2019	0.6	1.4	1.7	0.9	1.2	0.9	1.6	1.6	1.3	1.7	2.2	2.4	1.5	1.1	1.8
2020	2.8	2.1	1.1	0.0	0.1	1.0	1.0	1.1	1.5	1.1	1.0	1.1	1.2	1.2	1.1
2021	0.9	1.5	2.8	5.2	5.2	5.4	5.5	5.2	5.0	5.9	6.6	7.1	4.7	3.5	5.9
2022	7.4	7.5	8.5	7.6	8.7	9.7	9.0	8.8	8.4	7.7	6.8	5.2	8.0	8.3	7.7
2023	5.1	4.8	3.9	4.4	2.6	1.2	1.4	1.9	1.9	2.1	2.2	3.4	2.9	3.6	2.1
2024	3.5	3.6	3.6	3.5	3.6	3.4	4.1	4.1	4.3					3.5	



## Agenda Item Summary

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**File #:** RES 24-001, **Version:** 1

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### **Submitted By**

Rob Sproule, Public Works Director

### **Reviewed By**

A.M. Zayyad, Deputy Village Manager

### **Agenda Item Title**

**A Resolution Approving an Independent Contractor Agreement with CityEscape Garden & Design LLC for Village-Wide Seasonal Container Display and Maintenance Services in 2024 in an Amount not to Exceed \$112,000.00 with an Option to Renew for One Additional One-Year Term and Authorizing its Execution**

### **Overview**

In September 2023, Village staff requested bids for seasonal container display and maintenance services. CityEscape Garden and Design LLC has previously performed this work for the Village and was the low-responsive bidder. The proposed agreement is for one year and provides for one possible one (1) year renewal. Staff recommends approving an agreement with CityEscape Garden and Design LLC for Fiscal Year 2024 seasonal container display and maintenance services.

### **Recommendation**

Adopt the Resolution.

### **Background**

The Village maintains the landscaping in multiple business districts across the Village. Village staff, business owners, and residents place high importance on the quality and cleanliness of their business districts. Part of providing a high-quality unified streetscape design across the Village is the installation and maintenance of plant material in approximately 530 above-ground, movable landscape containers.

In September 2023, Village staff requested bids for seasonal container display and maintenance services. CityEscape Garden & Design LLC of Chicago, IL was the low-responsive bidder and is recommended for seasonal container display and maintenance services. Staff recommends approval of a new agreement with CityEscape Garden and Design LLC for these services with one possible one (1) year renewal.

The Container Seasonal Display program work begins in May with cleanup and installation of perennial and annual planting materials in 530 containers across multiple business districts. Staff requests that the plants included in the containers are suitable to the location, are aesthetically pleasing, are native material when possible, and support pollinating insects. The containers are visited regularly to water the plants and maintain the containers. In the fall, a second installation occurs with material more appropriate to the season. Those plants are watered and maintained through November if weather permits.



The following is the proposed contract amount for this project:

- Base Installation and Maintenance: \$68,300.00
- Estimated 950 Hours of watering at \$40.00 per hour: \$38,000.00
- Plant additions, replacements, extra watering, or other required work: \$5,700.00

The total not to exceed amount for this contract is proposed to be \$112,000.00

**Fiscal Impact**

The Adopted Fiscal Year 2024 General Fund budget includes a total of \$305,000.00 for landscape maintenance and \$5,000.00 for private property landscape violation repairs within account # 1001-43800-101-530667 (Public Works, Forestry, External Support). This account includes the container seasonal display and maintenance services for a proposed not to exceed amount of \$112,000.00.

The remaining budgeted funds for landscape maintenance will be split between the Landscape Maintenance program (\$160,000.00) and a landscape maintenance agreement with Downtown Oak Park (\$37,166.12).

**DEI Impact**

N/A

**Alternatives**

The Village Board can delay action to gain additional information.

**Previous Board Action**

The Village Board has approved funding for the program as part of the Fiscal Year 2024 budget and has approved Independent Contractor Agreements for this type of work annually.]

**Citizen Advisory Commission Action**

N/A

**Anticipated Future Actions/Commitments**

It is anticipated that the Public Works Department will continue to request Village Board approval for contracts for seasonal container display and maintenance services in the future.

**Intergovernmental Cooperation Opportunities**

N/A

# ORIGINAL

## RESOLUTION

**A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT WITH CITYESCAPE GARDEN & DESIGN LLC FOR VILLAGE-WIDE SEASONAL CONTAINER DISPLAY AND MAINTNENANCE SERVICES IN 2024 IN AN AMOUNT NOT TO EXCEED \$112,000.00 WITH AN OPTION TO RENEW FOR ONE ADDITIONAL ONE-YEAR TERM AND AUTHORIZING ITS EXECUTION**

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Independent Contractor Agreement ("Agreement") with CityEscape Garden & Design LLC for Village-Wide Seasonal Container Display and Maintenance Services in 2024 is approved in an amount not to exceed \$112,000.00 with an option to renew for one (1) additional one-year term and the Village Manager is authorized to execute the Agreement in substantially the form attached.

**THIS RESOLUTION** shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 23<sup>rd</sup> day of January, 2024, pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Scaman	✓			
Trustee Buchanan	✓			
Trustee Enyia	✓			
Trustee Parakkat	✓			
Trustee Robinson	✓			
Trustee Straw	✓			
Trustee Wesley	✓			

**APPROVED** this 23<sup>rd</sup> day of January, 2024.

*Vicki Scaman*  
Vicki Scaman, Village President

**ATTEST**  
*Christina M. Waters*  
Christina M. Waters, Village Clerk



# ORIGINAL

## INDEPENDENT CONTRACTOR AGREEMENT

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (hereinafter referred to as the “Contract” or “Agreement”) is entered into on this 5<sup>th</sup> day of February, 2024, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and CityEscape Garden & Design LLC, an Illinois limited liability company (hereafter referred to as the “Contractor”). (The Village and the Contractor may, at times, be referred to collectively as the “Parties” or each individually as a “Party”).

### RECITALS

**WHEREAS**, the Contractor submitted a Bid dated September 18, 2023, a copy of which is attached hereto and incorporated herein by reference, to provide Village Wide Seasonal Container Display and Maintenance Services (hereinafter referred to as the “Work”) for the public ways in the Village (hereinafter referred to as the “Project”) pursuant to the Village’s Request for Bids dated September 6, 2023, incorporated herein by reference as though fully set forth; and

**WHEREAS**, the Contractor represented in said Bid that it has the necessary personnel, experience, and competence to promptly complete the Project and the Work required hereunder; and

**WHEREAS**, it is the intent of the Village and the Contractor that the Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

**NOW, THEREFORE**, in consideration of the terms herein and the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

#### 1. **RECITALS INCORPORATED**

The above recitals are incorporated herein as though fully set forth.

#### 2. **SCOPE OF WORK**

The Contractor shall perform the Project in accordance with its Bid in an amount not to exceed \$112,000.00 (the “Contract Price”). The Contractor shall complete the Project in accordance with any applicable manufacturers’ warranties and in accordance with the Village’s Request for Bids, the Contractor’s Bid, and this Contract, all of which together shall constitute the “Contract Documents.” The Contractor hereby represents and warrants that it has the skill and experience necessary to complete this project in a good

and workmanlike manner. The Contractor further represents and warrants that the Project will be completed in a good and workmanlike manner in accordance with the Contract Documents, and that the Project will be free from defects.

### **3. DESIGNATED REPRESENTATIVES**

The Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices, and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Contractor and with the effect of binding the Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of the Contractor as having been properly and legally given by the Contractor. The Contractor shall have the right to change its designated representative by providing the Village with written notice of such change, which notice shall be sent in accordance with Section 13 of this Agreement.

The Public Works Director or the Director's designee shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices, and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. The Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Contractor with written notice of such change which notice shall be sent in accordance with Section 13 of this Agreement.

### **4. TERM OF CONTRACT, CONTRACT RENEWAL, AND RATE ADJUSTMENT**

The Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and shall expire on December 31, 2024. The Village will have the right to renew the contract for one (1) additional one (1) year term with all terms and conditions, other than price, remaining the same. The Village will allow the Contractor to increase or decrease the contract price for each annual renewal.

Upon written request from the Contractor, on or before October 20 of each year of the Agreement, the cost of the services provided under the Agreement may be adjusted as follows: The Contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the period October through September for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 =

100). Notwithstanding anything contained in this Agreement to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for services provided under this Agreement in any year. Any applicable adjustment shall take effect on January 1st.

## 5. PAYMENT SCHEDULE

The Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Work performed hereunder. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

- (i) the Contractor's sworn statement;
- (ii) the Contractor's partial or final waiver of lien;
- (iii) any subcontractor's sworn statement(s); and
- (iv) any subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the Work completed and the submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the Work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice submitted by the Contractor shall be made by the Village to the Contractor when the Contractor has fully performed the Work and the Work has been approved by the Village and submission of required waivers and paperwork by the Contractor. Approval of the Work and issuance of the final payment by the Village shall not constitute a waiver of, or release the Contractor from, any defects in the Work.

The Village shall have the right to withhold from any payment due hereunder such amounts as may reasonably appear necessary to compensate the Village for any actual or prospective losses due to Work which is defective or does not conform to the Contract Documents; damage for which the Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due the Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorneys' fees incurred, suffered, or sustained by the Village and chargeable to the Contractor.

## 6. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the Work pursuant to this Contract. The

Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 13 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to Contractor pursuant to the provisions of Section 13 below. In such event, the Village shall pay to the Contractor all amounts due for the Work performed up to the date of termination.

## **7. DEFAULT/THE VILLAGE'S REMEDIES**

If it should appear at any time prior to payment for the Work provided pursuant to this Contract that the Contractor has failed or refused to prosecute, is in default, or has delayed in the prosecution of, the Work to be provided pursuant to this Contract with diligence and at a rate that assures completion of the Work in full compliance with the requirements of this Contract, or has attempted to assign this Contract or the Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due (an "Event of Default"), and has failed to cure, or has not reasonably commenced to cure any such Event of Default within fifteen (15) business days after the Contractor's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(A) The Village may require the Contractor, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Work that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring the Contractor and the Work into compliance with this Contract;

(B) The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or any part thereof and make an equitable reduction;

(C) The Village may terminate this Contract without liability for further payment of amounts due or to become due under this Contract except for amounts due for Work properly performed prior to termination;

(D) The Village may withhold any payment from the Contractor, whether or not previously approved, or may recover from the Contractor any and all costs, including attorneys' fees and administrative expenses incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or



(E) The Village may recover any damages suffered by the Village as a result of the Contractor's Event of Default.

(F) In addition to the above, if the Contractor fails to complete any required Work pursuant to this Contract, the Village shall be entitled to liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day the Work remains uncompleted. This amount is not a penalty, and the Parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the required Work is not completed on time and in keeping with the terms of the Contract Documents.

## **8. COMPLIANCE WITH APPLICABLE LAWS**

The Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal, and/or other governmental unit or regulatory body now in effect during the performance of the Work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations, and rules with which the Contractor must comply: all forms of workers' compensation laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, any statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

## **9. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers, and agents from and against all claims, damages, losses, and expenses, including, but not limited to, legal fees (attorneys' and paralegals' fees, expert 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 is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the Work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it 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 to indemnity which the Village would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village, 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 the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages,

compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation, disability benefit, or employee benefit acts.

## 10. INSURANCE

The Contractor shall at the Contractor's expense secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. The Contractor shall furnish "Certificates of Insurance" to the Village before beginning the Work on the Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days' prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail thirty (30) days' written notice to the certificate holder named to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

### (A) Commercial General Liability:

- i. Coverage to include Broad Form Property Damage, Contractual, and Personal Injury.
- ii. Limits:
 

General Aggregate	\$2,000,000.00
Each Occurrence	\$1,000,000.00
Personal Injury	\$1,000,000.00
- iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

### (B) Workers' Compensation:

- i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if any Work is subcontracted pursuant to the provisions of this Contract, the Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Workers' Compensation Act, the Contractor shall provide, and shall cause each



subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

**(C) Comprehensive Automobile Liability:**

i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury, and property damage.

ii. Limits:  
Combined Single Limit \$1,000,000.00

**(D) Umbrella:**

i. Limits:  
Each Occurrence/Aggregate \$5,000,000.00

(E) The Village, its officers, officials, employees, agents, and volunteers shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, agents, and volunteers.

(F) The Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents, and volunteers as herein provided. The Contractor waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents, and volunteers.

**11. GUARANTY**

The Contractor warrants and guarantees that its Work provided for the Project to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. The Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

The Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not

be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

**12. AFFIDAVIT OR CERTIFICATE**

The Contractor shall furnish any affidavit or certificate in connection with the Work covered by this Contract as required by law.

**13. NOTICES**

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by email transmission to the persons and addresses indicated below or to such addresses and persons as either Party hereto shall notify the other Party of in writing pursuant to the provisions of this Section:

**To the Village:**  
Village Manager  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302-4272  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

**To Contractor:**  
Connie Rivera  
CityEscape Garden & Design LLC  
3022 W. Lake Street  
Chicago, Illinois 60612  
Email: [connie@cityescape.biz](mailto:connie@cityescape.biz)

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing. Notice by email transmission shall be effective as of date and time of transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

**14. AUTHORITY TO EXECUTE**

The individuals executing this Contract on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective Parties to the terms and conditions of this Contract.

**15. EFFECTIVE DATE**

The effective date of this Contract shall be the last date of its execution by one of the Parties as reflected below.

**16. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS**

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract between the Parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either Party without the prior written consent of the other Party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the Parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

**17. INDEPENDENT CONTRACTOR**

The Contractor shall have the full control of the ways and means of performing the Work referred to above and that the Contractor and its employees, representatives, or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits, and costs of supplying personnel for the Work.

**18. CONTRACT BOND**

Before commencing the Work on the Project, the Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount of \$25,000.00 as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of the Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award, or within such extended period as the Village may grant if the Contract Bond does not meet its approval, shall constitute a default and the Village may either award the Contract to the next lowest qualified bidder or re-advertise for bids. A charge against the Contractor may be made for the difference between the amount of the Contractor's Bid and the amount for which a contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

**19. GOVERNING LAW AND VENUE**

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

**20. AMENDMENTS AND MODIFICATIONS**

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing, duly authorized, and signed by the authorized representative of the Village and the authorized representative of the Contractor.

**21. NON-WAIVER OF RIGHTS**

No failure of either Party to exercise any power given to it hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

**22. CONFLICT**

In case of a conflict between any provision(s) of the Village's Request for Bids or the Contractor's Bid and this Contract, this Contract and the Village's Request for Bids shall control to the extent of such conflict.

**23. HEADINGS AND TITLES**

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

**24. COOPERATION OF THE PARTIES**

The Village and the Contractor shall cooperate in the provision of the Work to be provided by the Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. The Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

**25. COUNTERPARTS, FACSIMILE, OR PDF/EMAIL SIGNATURES**

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf/email copy of this Agreement and any signature(s) thereon will be considered for all purposes as an original.

**26. CERTIFIED PAYROLL**

The Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village's Director of Public Works or the Superintendent of Parks & Planning for the Park District at any time during the term of this Contract. The Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

**27. LIVING WAGE/MINIMUM WAGE**

The Contractor shall comply with the Village's living wage requirements as set forth in Section 2-6-20 ("Living Wage") of the Oak Park Village Code, as amended. The Contractor shall further comply with the Cook County Minimum Wage Ordinance, codified as Sections 42-7 through 42-19 of the Cook County Code, as amended, and the minimum wage requirements of the State of Illinois set forth in 820 ILCS 105/4, as amended. The Contractor shall pay its employees the greater of the Village's living wage, the minimum wage set forth in the Cook County Minimum Wage Ordinance, or the minimum wage set forth in 820 ILCS 150/4 as applicable during the term of this Contract. The Contractor shall provide any and all certified payroll records pursuant to Section 26 of this Contract above in order to determine whether the Contractor is meeting said requirement.

**28. EQUAL OPPORTUNITY EMPLOYER**

The Contractor is an equal opportunity employer and the requirements of Ill. Adm. Code 44, 750 App. A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein by reference.

The Contractor shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, order of protection status, or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Contractor shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

In the event of the Contractor's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act, or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

In all solicitations or advertisements for employees placed by it on its behalf, the Contractor shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, order of protection status, or physical or mental disabilities that do not impair ability to work.

**29. STANDARD OF CARE**

The Contractor shall endeavor to perform the Work with the same skill and judgment which can be reasonably expected from similarly situated firms or entities.

The Contractor shall endeavor to perform the Services with the same skill and judgment which can be reasonably expected from similarly situated firms or entities. The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement as applicable, including, but not limited to, Cook County's minimum wage and paid leave ordinances, respectively Cook County Ordinance Number 24-0583 and Cook County Ordinance Number 16-4229, and the Village's Living Wage Ordinance, Village of Oak Park Ordinance Number 16-093, codified as Section 2-6-20 of the Village Code, all as amended.

The Contractor shall ensure that the Work is provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, unfavorable discharge from military service, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.* and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.


**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK --  
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Renewal to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

CITYSCAPE GARDEN & DESIGN LLC

  
By: Kevin J. Jackson  
Its: Village Manager

  
By: Connie Rivera  
Its: Managing Member


Dated: January 20 2024

Dated: February 5, 2024

ATTEST

ATTEST

  
By: Christina M. Waters  
Its: Village Clerk

  
By: Becky Ortiz  
Its: Accounting Manager

Dated: Jan. 29, 2024

Dated: 2/5/, 2024

REVIEWED AND APPROVED  
AS TO FORM

  
JAN 23 2024  
LAW DEPARTMENT



Village of Oak Park

2024 Village Wide Seasonal Container Display and Maintenance

Summer Plant Schedule

Note: All flowering plants should be budding/newly flowering at time of planting.

Num	Scientific Name	Size	# of Plants	Christy Webber Landscapes		City Escape	
				Unit Price	Total Price	Unit Price	Total Price
1	Alternanthera Ficoidea 'Red Threads'	4.5" pot	22	\$ 5.38	\$ 118.36	\$ 3.53	\$ 77.60
2	Archangel™ White Improved Angelonia	1 gal	153	\$ 16.14	\$ 2,469.42	\$ 6.04	\$ 923.93
3	Begonia l'CONIA® Upright White	6"	237	\$ 16.14	\$ 3,825.18	\$ 6.55	\$ 1,552.82
4	Begonia l'CONIA® Upright Sunshine	6"	268	\$ 16.14	\$ 4,325.52	\$ 6.55	\$ 1,755.94
5	Begonia l'Conia® Portofino Hot Coral	6"	345	\$ 16.14	\$ 5,568.30	\$ 6.55	\$ 2,260.44
6	Begonia 'Unbelievable Tweetie Pie'	6"	42	\$ 16.14	\$ 677.88	\$ 6.55	\$ 275.18
7	Canna 'Orange Beauty'	1 gallon	125	\$ 16.14	\$ 2,017.50	\$ 14.20	\$ 1,774.50
8	Calibrachoa Cabaret 'Bright White'	4.5"	240	\$ 5.38	\$ 1,291.20	\$ 3.53	\$ 846.52
9	Calibrachoa Hybrida MiniFamous 'Uno Yellow'	4.5"	45	\$ 5.38	\$ 242.10	\$ 3.53	\$ 158.72
10	Calibrachoa Hybrid 'Senorita Blanca'	1 gal	42	\$ 5.38	\$ 677.88	\$ 10.16	\$ 426.54
11	Cleome Hybrid 'Sonata 'Pink'	1 gal	12	\$ 16.14	\$ 193.68	\$ 6.04	\$ 72.47
12	Cosmos Bipinnatus Sonata 'Pink'	1 gal	19	\$ 16.14	\$ 306.66	\$ 17.04	\$ 323.67
13	Cyperus Papyrus 'Prince Tut'	4.5"	57	\$ 5.38	\$ 306.66	\$ 3.53	\$ 201.05
14	Dichondra Argentea 'Silver Falls'	4.5"	152	\$ 5.38	\$ 817.76	\$ 3.53	\$ 536.13
15	Evolvulus Hybrid 'Blue Daze'	4.5"	671	\$ 5.38	\$ 3,609.98	\$ 6.04	\$ 4,052.01
16	Gazania Kiss Orange Flame	4.5"	33	\$ 5.38	\$ 177.54	\$ 6.04	\$ 199.28
17	Gazania Kiss Rose	4.5"	174	\$ 5.38	\$ 2,808.36	\$ 6.04	\$ 1,050.74
18	Hedera Helix 'English Ivy'	6"	42	\$ 16.14	\$ 677.88	\$ 6.04	\$ 253.63
19	Ipomoea Batatas 'Solar Power Red Heart'	1 gal	101	\$ 16.14	\$ 1,630.14	\$ 6.04	\$ 609.91
20	Osteospermum Serenity™ Deep Yellow	1 gal	205	\$ 16.14	\$ 3,308.70	\$ 6.04	\$ 1,237.95
21	Osteospermum 'Margarita Orange Flare'	4.5"	85	\$ 5.38	\$ 457.30	\$ 3.53	\$ 299.81
22	Petunia Hybrida 'Sanguna Patio White'	4.5"	538	\$ 5.38	\$ 2,894.44	\$ 3.53	\$ 1,897.61
23	Petunia Hybrida 'Sanguna Rose'	4.5"	108	\$ 5.38	\$ 581.04	\$ 6.04	\$ 652.19
24	Scaevola hybrid 'Whirlwind® Blue'	4.5"	701	\$ 5.38	\$ 3,771.38	\$ 6.04	\$ 4,233.17
25	Blue Brilliance Scaevola	4.5"	384	\$ 5.38	\$ 2,065.92	\$ 6.04	\$ 2,318.88
26	SuperCal® Pink Improved Petchoa	4.5"	512	\$ 5.38	\$ 2,754.56	\$ 6.04	\$ 3,091.85
27	SuperCal® Premium Pearl White Petchoa	4.5"	33	\$ 5.38	\$ 177.54	\$ 6.04	\$ 199.28
28	SuperCal® Premium Purple Dawn Petchoa	4.5"	143	\$ 16.14	\$ 2,308.02	\$ 6.04	\$ 863.54
29	Salvia Cultivars 'Skyscraper Pink Salvia'	1 gal	190	\$ 16.14	\$ 3,066.60	\$ 6.04	\$ 1,147.36
30	Salvia farinacea 'Victoria Blue'	1 gal	9	\$ 16.14	\$ 145.26	\$ 6.04	\$ 54.35
31	Salvia x superba 'Bordeau™ Rose'	1 gal	42	\$ 5.38	\$ 225.96	\$ 6.04	\$ 253.63
	Sedum Spurium 'Spot on Deep Rose'	4.5"					



32	Sedum 'Lemon Coral'	4.5"	18	\$ 5.38	\$ 96.84	\$ 3.53	\$ 63.49
33	Setcreasea Pallida 'Purple Heart'	4.5"	62	\$ 5.38	\$ 333.56	\$ 3.53	\$ 218.68
34	Solenostemon Scutellarioides Colorblaze 'Sedona Sunset'	1 gal	136	\$ 16.14	\$ 2,195.04	\$ 6.04	\$ 821.27
35	Solenostemon Scutellarioides 'Chartres Street'	1 gal	252	\$ 16.14	\$ 4,067.28	\$ 6.04	\$ 1,521.77
36	Solenostemon Scutellarioides 'Wasabi'	1 gal	125	\$ 16.14	\$ 2,017.50	\$ 6.04	\$ 754.85
37	Zinnia Magellan 'Ivory'	1 gal	60	\$ 16.14	\$ 968.40	\$ 6.04	\$ 362.33
38	Zinnia Zahara 'Double Yellow'	1 gal	104	\$ 16.14	\$ 1,678.56	\$ 6.04	\$ 628.03
39	Zinnia Magellan Orange	1 gal	153	\$ 16.14	\$ 2,469.42	\$ 6.04	\$ 923.93
<b>Total Cost for Summer Installation:</b>							<b>\$ 67,325.32</b>

### Fall Plant Schedule

**Note: All flowering plants should be budding/newly flowering at time of planting.**

Num	Scientific Name	Size	# of Plants	Christy Webber Landscapes		City Escape	
				Unit Price	Total Price	Unit Price	Total Price
1	Aster 'Hazy'	1 gal	588	\$ 8.68	\$ 5,103.84	\$ 7.64	\$ 4,494.67
2	Aster 'Believer'	1 gal	266	\$ 8.68	\$ 2,308.88	\$ 7.64	\$ 2,033.30
3	Aster 'Henry Pink'	1 gal	36	\$ 8.68	\$ 312.48	\$ 7.64	\$ 275.18
4	Aster 'Pink Magic'	1 gal	16	\$ 8.68	\$ 138.88	\$ 7.64	\$ 122.30
5	Aster 'Wood Blue'	1 gal	25	\$ 8.68	\$ 217.00	\$ 7.64	\$ 191.10
6	Brassica oleracea 'Redbor'	1 gal	27	\$ 8.68	\$ 234.36	\$ 6.55	\$ 176.90
7	Brassica oleracea 'Nero di Toscana'	1 gal	156	\$ 8.68	\$ 1,354.08	\$ 6.55	\$ 1,022.11
8	Brassica juncea	1 gal	42	\$ 8.68	\$ 364.56	\$ 6.55	\$ 275.18
9	Brassica 'Savoy Alcosa'	1 gal	30	\$ 8.68	\$ 260.40	\$ 6.55	\$ 196.56
10	Chrysanthemum Bronze	1 gal	175	\$ 8.68	\$ 1,519.00	\$ 7.64	\$ 1,337.70
11	Chrysanthemum Wanda 'Lavender'	1 gal	83	\$ 8.68	\$ 720.44	\$ 7.64	\$ 634.45
12	Chrysanthemum Scarlet	1 gal	43	\$ 8.68	\$ 373.24	\$ 7.64	\$ 328.69
13	Chrysanthemum 'Aubrey Orange'	1 gal	389	\$ 8.68	\$ 3,376.52	\$ 7.64	\$ 2,973.52
14	Chrysanthemum 'White'	1 gal	5	\$ 8.68	\$ 43.40	\$ 7.64	\$ 38.22
15	Kale 'Coral Queen'	1 gal	22	\$ 8.68	\$ 190.96	\$ 6.55	\$ 144.14
16	Kale 'Nero di Toscano'	1 gal	258	\$ 8.68	\$ 2,239.44	\$ 6.55	\$ 1,690.42
17	Kale Pigeon Victoria Pink F1	1 gal	12	\$ 8.68	\$ 104.16	\$ 6.55	\$ 78.62
18	Cabbage Crane Bicolor	1 gal	100	\$ 8.68	\$ 868.00	\$ 6.55	\$ 655.20
19	Ruby Red Cabbage	1 gal	206	\$ 8.68	\$ 1,788.08	\$ 6.55	\$ 1,349.71
20	Plectranthus 'Mona Lavender'	1 gal	67	\$ 8.68	\$ 581.56	\$ 15.29	\$ 1,024.30
21	Pansy 'Matrix Yellow'	4" pot	459	\$ 5.38	\$ 2,469.42	\$ 4.37	\$ 2,004.91
22	Pansy 'Delta Pure Violet'	4" pot	854	\$ 5.38	\$ 4,594.52	\$ 4.37	\$ 3,730.27
23	Pansy 'Delta Deep Blue Blotch'	4" pot	316	\$ 5.38	\$ 1,700.08	\$ 4.37	\$ 1,380.29

24	Pansy 'Cool Wave White'	4" pot	442	\$	5.38	\$	2,377.96	\$	4.37	\$	1,930.66
25	Pansy 'Delta Penny Red Blotch'	4" pot	138	\$	5.38	\$	742.44	\$	4.37	\$	602.78
		<b>Total Cost for Fall Installation:</b>		<b>\$</b>		<b>\$</b>	<b>33,983.70</b>			<b>\$</b>	<b>28,691.21</b>

		Christy Webber Landscapes		City Escape	
		Unit Price	Total Price	Unit Price	Total Price
Total Maintenance per Month (7 Months)		\$ 5,120.27	\$ 35,841.89	\$ 100.00	\$ 700.00
Watering per Hour (950 hrs)		\$ 57.98	\$ 55,081.00	\$ 40.00	\$ 38,000.00
<b>Total Overall Cost (Installation Costs, 7 months Maintenance, 950 hours Watering)</b>		<b>\$</b>	<b>192,231.91</b>		<b>\$ 106,286.24</b>

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**SECTION I**  
**REQUEST FOR BIDS**  
**INSTRUCTIONS AND SPECIFICATIONS FOR:**

**Village of Oak Park 2024 Village Wide Seasonal Container Display and Maintenance**  
**Bid Number: 23-128**  
**Issuance Date: 09/06/2023**

The Village of Oak Park will receive Bids from qualified contractors to preform Village-wide seasonal landscape container displays and maintenance during the calendar year 2024 pursuant to this Request for Bids. Bids will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until **2:00 p.m. on Friday, September 22, 2023**. Bids will be reviewed and the results of the review will be presented to the Village Board of Trustees of the Village of Oak Park.

Specifications and bid forms may be obtained at <http://www.oak-park.us/bid> or at the Public Works Center at the address listed above or by calling 708-358-5700.

The Village Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid. Information is available from the Forestry Superintendent, Grant Jones at 708-358-5700 or [gjones@oak-park.us](mailto:gjones@oak-park.us).

Do not detach any portion of this document. Upon formal award to the successful Bidder, a written agreement will be executed for the Project in substantially the form attached.

**Submission of Bids**

The Bid shall be submitted on the Bid form included herewith. The Bid shall be submitted in a sealed envelope marked "BID: 23-128 Village Wide Seasonal Container Display and Maintenance", shall bear the return address of the bidder, and shall be addressed as follows:

TO: Grant Jones, Forestry Superintendent  
Department of Public Works  
201 South Blvd.  
Oak Park, IL 60302

**SECTION II**  
**BID INSTRUCTIONS, TERMS AND CONDITIONS**

**Preparation and Submission of Bid:**

All Bids must be delivered to the Public Works Center by the specific time indicated on the cover page. Bids arriving after the specified time will not be accepted. Mailed bids that are received by the Village after the specified hour will not be accepted regardless of the post-

marked time on the envelope. Bids must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company. Bids shall be sealed in an envelope and marked as stated on the cover page.

**Bid Bond**

The Bidder shall provide a Bid Bond in the amount of ten percent (10%) of the total bid price. The attached form may be used or the bidder may provide cash or a certified check in the amount specified. Bid bond amounts shall be based on all proposed work where estimated amounts have been provided by the Village of Oak Park. Do not include unit price amounts where work is "On-Demand" or "As Required". The Bid Bonds, cash or checks will be returned once the selected bidder has entered into an Agreement for this work and provided the Contract Bond in an amount of twenty-five thousand dollars (\$25,000.00) for each contract awarded.

**Contract Term**

The initial contract term shall be from the date of award to December 31, 2024. The Village of Oak Park has the right to renew the contract on an annual basis for one (1) optional one-year terms (January 1 to December 31). The Bidder shall begin performing the services within fourteen (14) days of a notice to proceed from the Forestry Superintendent or his designee.

**Contract Renewal**

The Village will have the right to renew the contract for one (1) additional one (1) year term with all terms and conditions, other than price, remaining the same. The Village will allow the Bidder to increase or decrease the contract price for each annual renewal.

Upon written request from the Bidder, on or before October 20 of each year of the Agreement, the cost of the services provided under the Agreement may be adjusted as follows:

The contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the period October through September for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100).

Notwithstanding anything contained in this Request for Proposals to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for services provided under this Agreement in any year.

Any applicable adjustment shall take effect on January 1st.

**Notice to Proceed**

Work shall begin within fourteen (14) days from the **Notice to Proceed** from the Village's Forestry Superintendent, Grant Jones. All work shall be completed in accordance with the detailed specifications set forth herein, unless the Forestry Superintendent grants an extension.

**Recertification**

If the Village renews the contract for an additional one-year term, the Bidder will provide the Village with a renewed certification in the form in Section V indicating that it continues to be eligible to contract with units of local government. If a contractor or subcontractor is not able to certify that it continues to meet all requirements, it shall provide a detailed explanation of the circumstances leading to the change in certification status.

**Award of Agreement**

The Agreement will be awarded in whole or in part to the responsible Bidder or Bidders whose bids, conforming to the request for bids, will be most advantageous to the Village; price and other factors considered.

**Costs of Preparation**

The Village will not be responsible for any expenses incurred in preparing and submitting a Bid or entering into the applicable Agreement.

**Taxes not Applicable**

The Village of Oak Park as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E9998-1823-06). Contractors should exclude these taxes from their prices.

**Withdrawal of Bids:**

Any Contractor may withdraw its Bid at any time prior to the time specified in the advertisement as the closing time for the receipt of Bids, by signing a request therefore. No Contractor may withdraw or cancel its Bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of Bids. The successful Contractor may not withdraw or cancel its Bid after having been notified that the Bid was accepted by the Village Board of Trustees.

**Investigation of Contractors**

The Village will make such investigations as are necessary to determine the ability of the Contractor to fulfill Bid requirements. If requested, the Contractor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and Bids. In addition, the Contractor shall furnish the Village with any information the Village may request, and shall be prepared to show completed work of a similar nature to that included in its Bid. The Village reserves the right to visit and inspect the premises and operation of any Contractor.

**Rejection of Contractor**

The Village will reject any Bid from any person, firm or corporation that appears to be in default or arrears on any debt, agreement or the payment of any taxes. The Village will reject any Bid from a Contractor that failed to satisfactorily complete work for the Village under any previous agreement.



**Conditions**

Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have investigated the work site, conditions and scope of the work before submitting a Bid.

**Compliance with Applicable Laws**

The Bidder will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.

**Governing Law**

All agreements entered into by the Village of Oak Park are governed by the laws of the State of Illinois without regard to conflicts of law. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

**Subletting of Agreement**

No agreement awarded by the Village of Oak Park shall be assigned or any part sub-agreement without the written consent of the Village of Oak Park or as noted in the Contractor's Bid. In no case shall such consent relieve the Contractor from its obligations or change the terms of the Agreement.

**Interpretation of Agreement Documents:**

Any Contractor with a question about this Bid may request an interpretation thereof from the Village. If the Village changes the Bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective Contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the Contractor's responsibility to obtain all addenda issued. Contractors will provide written acknowledgment of receipt of each addendum issued with the Bid submission.

**Minority Business and Women Business Enterprise Requirements**

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of Contractors and subcontractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

**Licenses**

The Contractor shall be responsible for becoming a licensed Contractor in the Village.

**Agreement**

The selected bidder shall enter into an Agreement with the Village to complete the Project in a form substantially similar to the Agreement attached hereto. The Agreement shall be executed by the Contractor and returned, together with the Contract Bond within ten (10) calendar days

after the Agreement has been mailed to the Contractor. The Contractor shall execute three copies of the Agreement. One fully executed copy will be returned to the Contractor. See Section XIII for a sample copy of the agreement.

#### **Contract Bond**

The successful bidder shall, within ten (10) calendar days after award of the bid, furnish a Contract Bond in the amount of twenty-five thousand dollars (\$25,000.00) for each contract awarded. The bond shall insure faithful performance of the work, and the payment for materials, labor and of the subcontractors. The bond shall be with a surety or sureties with a rating of "A" or better by A.M. Best and Company and such sureties shall be approved by the Village. Bonds in the form of certified or cashier's check shall be made payable to the Village of Oak Park, Illinois. The Contract Bond shall be furnished in the same number of copies as the number of copies of the Agreement to be executed. See Section XII for a sample copy of the Contract Bond.

#### **Fees and Cost**

In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys' fees and costs.

#### **Dispute Resolution**

The Village of Oak Park does not agree to mandatory arbitration of any dispute.

#### **Village of Oak Park Logo or Likeness Use**

The official logo of the Village of Oak Park is not to be used in any form. Use of the Village logo is strictly prohibited by law and such use could subject the proposer to disqualification or termination of contract.

#### **Living Wage/Minimum Wage**

See Section XIII – Agreement.

#### **Hold Harmless**

See Section XIII - Agreement.

#### **Insurance**

See Section XIII - Agreement.

#### **Termination of Agreement**

See Section XIII - Agreement.

**SECTION III**  
**GENERAL SPECIFICATIONS**

**Scope of Work**

The Village is seeking Bids from qualified contractors for the Installation of Season Container Displays and Maintenance. Particular emphasis will be placed on high standards of quality and professionalism, including weed control, litter control, general container maintenance and watering. All sites must be visited weekly throughout the life of the contract. The successful bidder will have on staff a State of Illinois licensed Pesticide Applicator and licensed Pesticide Operators as needed.

**Responsibility of Contractor**

The selected contractor shall furnish all labor, supervision, tools, equipment, materials and supplies, and other means necessary for performing and completing the work, including debris hauling, and shall obtain and pay for any required permits.

**Extent of Services**

Contract season is weather dependent but expected to run from May 1<sup>st</sup> through November 30<sup>th</sup> (7 months). The Village reserves the right to award the contract to the lowest responsible bidder.

**Alterations, Omissions and Extra Work**

The Village of Oak Park reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

**Method of Payment**

The Village of Oak Park will pay monthly, all undisputed of invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%.

**Change Orders**

Change Orders: Changes in the Work may be agreed to after execution of the Agreement, and without invalidating the Agreement, if the Change Order is in writing and signed. Any changes to the scope of work which result in an increase in the agreement price will be subject to an agreement addendum which must be signed by both parties. Any such Change Order will be prepared by the Village. The Contractor may only proceed with the Change upon receipt of the written Change Order signed by the Village.

Emergency Changes: Contractor may perform work not included in the Scope of Work if necessary to remedy a condition that poses an immediate threat to persons or property. Work of this nature shall be carried out only to the extent of bringing the condition under control. The Village shall be notified immediately. A Change Order will then be negotiated and executed for the work performed, and for work remaining, if any.



**Minor Changes (Field Orders):** The Village may verbally authorize minor changes in the Scope of Work in order to prevent a delay in the progression of the Work. These field orders may not involve a change in the agreement price or be inconsistent with the Scope of Work.

**Changes Due to Unknown Conditions:** The Contractor is not responsible for Changes in the Work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the Contractor shall notify the Village and a Change Order will be negotiated.

Any Change which results in a total agreement price in excess of \$10,000 must be approved by the Village of Oak Park Board of Trustees.

**Correction of Work Prior To Final Payment**

The Village has the right to stop work if the Contractor fails to carry out the work in a manner acceptable to the Village. If the Village deems the Contractor's work unacceptable, at the Village's election, the Contractor shall do one of the following:

1. Promptly repair or replace the defective work, without expense to the Village, including costs associated with repairing any damage to property caused by the replacement work; or;
2. If the Village deems it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the agreement price shall be made based on the costs to the Village to have the work repaired. Such a deduction from the agreement price shall in no way affect the Village's other remedies or relieve the Contractor from responsibility for defects and related damage occurring as a result of defective or unacceptable work.

**Bidder's Representative**

The bidder shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the bidder, and to receive and execute orders from the Village Manager or appointed representative. Any instructions given to such superintendent or person executing work for the bidder shall be binding on the bidder as though given to him personally. Bidder's representative must be proficient in the use and interpretation of the English language.

**Workers**

The bidders shall employ competent laborers and shall replace, at the request of the Director of Public Works any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. Inappropriate behavior or examples of unproductive work effort will not be tolerated. The Village has the right to require a bidder's employee to be immediately removed from the work crew if the above behavior is exhibited.

**Time of Work**

Bidder shall only work on weekdays, (Monday through Friday), from 7:30 a.m. to 4:30 p.m. No work will be allowed on weekends or on legal holidays as recognized by the Village of Oak Park, except as authorized by the Director of Public Works.

**Dispute Resolution**

All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This agreement shall be interpreted in accordance with the laws of the State of Illinois. In any dispute resolution process, each party shall bear its own costs, including attorney's fees. Any purported agreement between the parties that states terms contrary to this paragraph will be deemed per se invalid.

**Reporting Requirements**

The following forms must be completed in their entirety, notarized and included as part of the Bid document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your Bid.

**Detail Specifications: All Contracts**

1. **Location of Landscape Maintenance Work**

The location of the work is known as: PUBLIC RIGHT-OF-WAY within the Village of Oak Park, Illinois, on right-of-way or on property furnished by the owner. All landscape maintenance work is to be done in accordance with the enclosed specifications.

2. **Commencement of Work**

For the Container Season Display contract, the summer rotation shall be planted no later than May 17, 2024, unless agreed upon by both parties based on weather condition. Work in all areas will then continue through the contract season until November 30th unless the Forestry Superintendent grants an extension or identifies an early termination date.

3. **Reporting**

The Bidder is responsible for keeping the Village updated on its work on a weekly basis. The Bidder will be required to provide the Village via email or in person a weekly report identifying the date and time each site was visited during the week. These reports are due before the close of business each Friday. Village staff will be spot checking locations each week. **Sites found to be neglected or missed during their weekly rotation will be deducted from the month bill amount. If the Village fails to receive a weekly report by the deadline the Village may withhold payment for the week's work.**

#### 4. Property Damage

The Bidder shall take great care to avoid damaging adjacent landscaping (trees, shrubs, turf, etc.). Bidder shall be held responsible for all damage to property including, but not limited to, existing landscaping including turf, planters, bicycle racks, litter containers, light and traffic signal poles, parking meters, fire hydrants, curbs, vehicles, buildings and structures, etc. All damage will be the responsibility of the Bidder to repair to its original condition and to the satisfaction of the Village.

#### 5. Idling of Equipment

The Department of Public Works has a "No Idling" policy. A copy of the policy is available from the Department of Public Works if needed. The bidder is expected to adhere to this policy as they are an extension of the Public Works Department staff.

#### 6. Leaf Blower Noise Restriction

The contractor shall use battery-powered leaf blowers and comply with the Village's leaf blower ordinance (Section 8-41-1). The contractor shall comply with the Village's noise ordinance (Section 17-1-30-H) which states leaf blowers must not exceed 65 decibels per the manufacturer's specifications. Contractor must meet all requirements outline within the Village Code. Copies of the code can be found on the Village Website or provided by the Department of Public Works.

#### 7. Pollinator Insects

The Village is committed to preserving pollinator insects. Whenever possible, container designs should include native plants and plants that are an important food-source for pollinator insects.

#### 8. Periodic Inspection

Upon Request the contractor must provide the location of crews working within the village. The Forestry Superintendent or his representative will periodically inspect the work and will always be available should any problems arise. The Forestry Superintendent can be contacted at 708-358-5700.

#### 9. Obstruction of Streets and Rights-of-Way

The bidder shall arrange to keep sidewalks open for traffic when possible, and to block portions of the streets only when deemed necessary to protect private property.

The bidder shall remove all surplus materials and debris from the streets as the work progresses so that the public may have the use of the streets a maximum amount of time. Bidder is to erect appropriate warning signs and furnish adequate barricades that identify the work zone for the motoring public and pedestrians.

#### 10. Accident Prevention

The bidder shall exercise every precaution at all times for the protection of the persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous in the opinion of the Forestry Superintendent or authorized representative shall be immediately

discontinued by the bidder upon their receipt of instructions from the Forestry Superintendent, or authorized representative, to discontinue such practice.

The bidder shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

**11. Motorized Equipment**

Under no circumstances shall any motorized equipment be permitted to be driven on the private property or driveways without prior authorization from the resident and the Forestry Superintendent while performing work under the provisions of this contract. Plywood or other support or protection must be placed on the parkway and/or private property prior to operating or parking vehicles or equipment on or over such property or other support or protection must be placed on the private property prior to operating or parking vehicles or equipment on or over private property.

**12. Parking**

No off-street parking for equipment shall be provided for by the Village of Oak Park on any of the Village's public properties except as may be designated by the Forestry Superintendent.

**13. Traffic Control Plan**

Bidder's item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during landscape maintenance operations.

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

The governing factor in the execution and staging of work for their contract is to provide the motoring public with the safest possible travel conditions near the work zone. The bidder shall arrange their operations to keep the closing of any traffic lane(s) of the roadway to a minimum.

**14. Pedestrian Traffic Control**

While landscape maintenance work is taking place, the bidder shall block off the sidewalk to pedestrian traffic immediately adjacent to the work site if there is a reasonable concern of harm to pedestrians.

**Detailed Specifications: Container Seasonal Display and Maintenance**

The Village has collaborated to install unified streetscape improvement on various business districts throughout the Village. That project was designed to include unified landscaping, including planters. The successful bidder is responsible for the installation and maintenance of plant material in approximately 440 above ground planters. **Bidding shall be based on the 2023 summer and fall design, plant sizes, and quantities to give bidders an understanding of scale.** Pricing for future designs will be based on plant size pricing provided on the including bidding sheet.

The successful bidder will modify the previous year's summer and fall rotations based upon plant availability, plant performance during the previous year, aesthetics, and providing a food source for pollinator insects. The cost of any modifications to the previous year's seasonal container design shall be included in the contract price and not as an add-on cost.

All planters in business areas and other locations shall be planted with both a summer and fall rotation. The successful bidder will present the design to the Village for review. Type, species, size, and quantity of plant material shall be approved by the Village prior to installation. The Village reserves the right to request the design be modified to fit the allocated budget for landscape containers.

Replacement of missing grasses, transplanting, replanting, and division and replanting of grasses/perennials shall be at the direction of the Forestry Superintendent as an approved extra, not as part of base bid.

A Landscape Consultant will supervise all work by the contractor for the entire duration of each rotation installation in addition to the transplanting, division, and replacement of existing plant material. It is required that the successful bidder work directly with the Landscape Consultant throughout this process. Both the Forestry Superintendent and Landscape Consultant should be included on all emails. A minimum of **48-hour notice** to the Forestry Superintendent and Landscape Consultant is required prior the starting the installation of the summer or fall rotation. Village Staff or the Landscape Consultant will also regularly inspect the condition of the containers across the Village.

Commencement of any work shall not be approved until the successful bidder supplies the soil mix sample, a list of procured plant material, and has obtained approval of the Landscape Consultant and the Village.

Historically the Downtown Oak Park (DTOP) commercial district has undertaken the installation and maintenance of plants into the Village's landscape containers located throughout the DTOP district. The Village then reimburses DTOP the cost the Village would pay the successful bidder to install and maintain plants in these containers. It is anticipated this arrangement will continue for the duration of this contract. The plants for the DTOP containers are not included in the plant list quantities in Section IV Bid Pricing or the container count. Should the arrangement with DTOP change, these plant totals may be added to the contract.

1. Summer Rotation Installation:

The summer rotation shall be planted no later than May 17, 2024 and be maintained through September 27, 2024, unless otherwise directed by the Forestry Superintendent or his/her designee.

It is the responsibility of the successful bidder to locate, deliver to the site, and keep in good health all plant material specified for each seasonal rotation. All flowering plants should be budding/newly flowering at time of planting. All work shall be completed as specified in a timely manner as proposed on the landscape plans.

Fill all planters with approved planting medium as required to a finished grade within one inch (1") of top of planter prior to plant installation. Clean up of spent plant material and cutting back of ornamental grasses shall be performed by contractor before the summer rotation installed and shall be incidental to the contract.

2. Fall Rotation Installation:

The fall rotation shall be planted no later than September 20, 2024, and maintained through November 30, 2024, at which time all seasonal plantings will be removed unless otherwise directed by the Forestry Superintendent or his/her designee.

It is the responsibility of the successful bidder to locate, deliver to the site, and keep in good health all plant material specified for each seasonal rotation. All flowering plants should be budding/newly flowering at time of planting. All work shall be completed as specified in a timely manner as proposed on the landscape plans.

Fill all planters with approved planting medium as required to a finished grade within one inch (1") of top of planter prior to plant installation. Clean up of spent plant material and cutting back of ornamental grasses shall be performed by contractor before the summer rotation installed and shall be incidental to the contract.

3. Replacement Material:

Replacement of missing grasses, transplanting, replanting, and division and replanting of grasses and perennials shall be at the direction of the Forestry Superintendent as an approved extra, not as part of base bid. Please note: materials lost due to poor maintenance will be replaced at the cost of the Bidder.

4. Maintenance:

All planters shall be weeded weekly and fertilized as needed to keep plantings vigorous and attractive. Particular emphasis will be placed on high standards of quality and professionalism, including weed control and litter control in areas immediately surrounding planters. The successful bidder is responsible for maintaining a two-foot (2') band around the base of the planter in a weed free condition. If not done manually, all weed control treatment applications must be in conformance with the Village's



Integrated Pest Management Plan. Apply **organic** non-selective weed control in parking, sidewalk, paved and paver areas as needed to keep these areas weed free with HOMEPLATE (EPA Reg. No. 67702-54-70051) or approved equivalent. Forestry Superintendent shall be notified prior to application of any control measures for material approval and scheduling. All applications are to be made by licensed personnel. The successful bidder will have on staff a State of Illinois licensed Pesticide Applicator and licensed Pesticide Operators as needed. Incidental to the planter program, the contractor shall fertilize planters as recommended by the fertilizer manufacturer to assist plants with vigorous and healthy growth throughout the growing season.

Maintenance work shall be paid for separately per month, and shall include final plant removal at the end of the rotation season as directed by Village staff, his designee, or Landscape Consultant.

5. Soil:

The Bidder shall supply the Forestry Superintendent with one-pound (1 lb) sample of proposed planting medium with breakdown of components for approval prior to the installation of the summer rotation.

The planting medium mix shall be:

Two (2) parts pulverized topsoil, one (1) part torpedo sand, one (1) part leaf compost, one (1) part pine bark fines. For each cubic yard of the mix, add six to seven pounds (6-7 lb) controlled release fertilizer (lasting 3-4 months), one-pound (1 lb) minor elements, and one-pound (1 lb) iron sulfate. The planting medium mix shall be supplied by or approved equal:

RR Landscape Supply, LLC  
Markham, IL 60428  
708-596-7200

6. Watering:

The contractor shall water all planters as needed at the unit price submitted to maintain plant health and attractive appearance throughout the year. Additional watering may be required by the Village during drought or exceptionally hot weather. Water shall be provided by the Village at no cost for this contract.

The contractor shall obtain water by filling their truck or trailer-mounted tank at the Public Works Facility filling station located outside the Public Works Facility, 201 South Boulevard, where a permanently installed 2-inch water meter and backflow prevention device is located. Filling of water tanks at other locations in town shall not be permitted.

Watering trucks or trailers shall be equipped with functional hazard warning lights and a triangular red and orange slow-moving vehicle emblem meeting Illinois DOT specifications. All employees shall wear IDOT approved high-visibility safety vests or T-shirts.

Payment for watering shall be made at the hourly rate for watering from a water truck. Unit prices for watering shall be for one employee and all ancillary equipment or items needed to complete the task. Plants that fail because of a lack of water will be required to be replaced at the Bidders expense.

7. Locations and Quantities of Work

The quantities indicated on the table below are estimated quantities. The Village of Oak Park reserves the right to vary from estimated quantities based on possible inclusion of areas not listed or exclusion listed areas.

<b>Village of Oak Park Planter Locations and Quantities</b>	
<b>District Location</b>	<b>Approximate Quantity</b>
Zone 1: North Ave.	74
Zone 2: Chicago / Harlem	24
Zone 4: Lake Street/Oak Park	84
Zone 5: S. Marion	38
Zone 6: Madison St.	64
Zone 6a: Madison St. Medians	2
Zone 7: Harlem / Garfield	7
Zone 8: Southtown	24
Zone 9: Harrison St	60
Zone 10: Roosevelt	23
Zone 11: Chicago / Austin	28
Zone 12: Downtown Oak Park (91 containers in the DTOP district have been removed from total)	5



**SECTION IV**  
**BID FORM (Pricing)**

The undersigned bidder agrees to all terms and conditions of the preceding specifications for Village Wide Seasonal Container Display and Maintenance and will furnish all the insurance documents and security deposits as stipulated. The unit prices listed below should be for 2024 only. The contract would include quantities estimated below in 2025. Bid bond amount should be 10% of the sum of "Total Overall Cost" amount listed below.

Please provide pricing for the specified cultivars listed. If the bidder has knowledge of an appropriate substitution of equal color, size, and quality at lower cost, please list it at the bottom of the form and provide a price. Staff will take these substitutions under consideration during the bidding process.

**Container Seasonal Display and Maintenance Quantities**

<b>Summer Plant Schedule</b>					
<b>Note: All flowering plants should be budding/newly flowering at time of planting.</b>					
<b>Num</b>	<b>Scientific Name</b>	<b>Size</b>	<b># of Plants</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Alternanthera Ficoidea 'Red Threads'	4.5" pot	22	\$ 3.53	\$ 77.60
2	Archangel™ White Improved Angelonia	1 gal	153	\$ 6.04	\$ 923. <sup>93</sup>
3	Begonia l'CONIA® Upright White	6"	237	\$ 6.55	\$ 1,552. <sup>82</sup>
4	Begonia l'CONIA® Upright Sunshine	6"	268	\$ 6.55	\$ 1,755. <sup>94</sup>
5	Begonia l'Conia® Portofino Hot Coral	6"	345	\$ 6.55	\$ 2,260. <sup>44</sup>
6	Begonia 'Unbelievable Tweetie Pie'	6"	42	\$ 6.55	\$ 275. <sup>18</sup>
7	Canna 'Orange Beauty'	1 gallon	125	\$ 14. <sup>20</sup>	\$ 1,774. <sup>50</sup>
8	Calibrachoa Cabaret 'Bright White'	4.5"	240	\$ 3.53	\$ 846. <sup>52</sup>
9	Calibrachoa Hybrida MiniFamous 'Uno Yellow'	4.5"	45	\$ 3.53	\$ 158. <sup>72</sup>
10	Cleome Hybrid 'Senorita Blanca'	1 gal	42	\$ 10. <sup>16</sup>	\$ 426. <sup>54</sup>

11	Cosmos Bipinnatus Sonata 'Pink'	1 gal	12	\$ 6.04	\$ 72.47
12	Cyperus Papyrus 'Prince Tut'	1 gal	19	\$ 17.04	\$ 323.67
13	Dichondra Argentea 'Silver Falls'	4.5"	57	\$ 3.53	\$ 201.05
14	Evolvulus Hybrid 'Blue Daze'	4.5"	152	\$ 3.53	\$ 536.13
15	Gazania Kiss Orange Flame	4.5"	671	\$ 6.04	\$ 4,052.01
16	Gazania Kiss Rose	4.5"	33	\$ 6.04	\$ 199.28
17	Hedera Helix 'English Ivy'	6"	174	\$ 6.04	\$ 1,050.44
18	Ipomoea Batatas 'Solar Power Red Heart'	1 gal	42	\$ 6.04	\$ 253.63
19	Osteospermum Serenity™ Deep Yellow	1 gal	101	\$ 6.04	\$ 609.91
20	Osteospermum 'Margarita Orange Flare'	1 gal	205	\$ 6.04	\$ 1,237.95
21	Petunia Hybrida 'Sanguna Patio White'	4.5"	85	\$ 3.53	\$ 299.81
22	Petunia Hybrida 'Sanguna Rose'	4.5"	538	\$ 3.53	\$ 1,897.61
23	Scaevola hybrid 'Whirlwind® Blue'	4.5"	108	\$ 6.04	\$ 652.19
24	Blue Brilliance Scaevola	4.5"	701	\$ 6.04	\$ 4,233.17
25	SuperCal® Pink Improved Petchoa	4.5"	384	\$ 6.04	\$ 2,318.88
26	SuperCal® Premium Pearl White Petchoa	4.5"	512	\$ 6.04	\$ 3,091.85
27	SuperCal® Premium Purple Dawn Petchoa	4.5"	33	\$ 6.04	\$ 199.28
28	Salvia Cultivars 'Skyscraper Pink Salvia'	1 gal	143	\$ 6.04	\$ 863.64
29	Salvia farinacea 'Victoria Blue'	1 gal	190	\$ 6.04	\$ 1,147.36

30	Salvia x superba 'Bordeau™ Rose	1 gal	9	\$ 6.04	\$ 54.35
31	Sedum Spurium 'Spot on Deep Rose'	4.5"	42	\$ 6.04	\$ 253.63
32	Sedum 'Lemon Coral'	4.5"	18	\$ 3.53	\$ 63.49
33	Setcreasea Pallida 'Purple Heart'	4.5"	62	\$ 3.53	\$ 218.68
34	Solenostemon Scutellarioides Colorblaze 'Sedona Sunset'	1 gal	136	\$ 6.04	\$ 821.27
35	Solenostemon Scutellarioides 'Chartres Street'	1 gal	252	\$ 6.04	\$ 1,521.77
36	Solenostemon Scutellarioides 'Wasabi'	1 gal	125	\$ 6.04	\$ 754.85
37	Zinnia Magellan 'Ivory'	1 gal	60	\$ 6.04	\$ 362.33
38	Zinnia Zahara 'Double Yellow'	1 gal	104	\$ 6.04	\$ 628.03
39	Zinnia Magellan Orange	1 gal	153	\$ 6.04	\$ 923.93
<b>Total Cost for Summer Installation:</b>					<b>\$ 38,895.03</b>

Fall Plant Schedule					
Note: All flowering plants should be budding/newly flowering at time of planting.					
Num	Scientific Name	Size	# of Plants	Unit Price	Total Price
1	Aster 'Hazy'	1 gal	588	\$ 7.64	\$ 4,494.67
2	Aster 'Believer'	1 gal	266	\$ 7.64	\$ 2,033.30
3	Aster 'Henry Pink'	1 gal	36	\$ 7.64	\$ 275.18
4	Aster 'Pink Magic'	1 gal	16	\$ 7.64	\$ 122.30
5	Aster 'Wood Blue'	1 gal	25	\$ 7.64	\$ 191.10

6	Brassica oleracea 'Redbor'	1 gal	27	\$ 6.55	\$ 176.90
7	Brassica oleracea 'Nero di Toscana'	1 gal	156	\$ 6.55	\$ 1,022.11
8	Brassica juncea	1 gal	42	\$ 6.55	\$ 275.18
9	Brassica 'Savoy Alcosa'	1 gal	30	\$ 6.55	\$ 196.56
10	Chrysanthemum Bronze	1 gal	175	\$ 7.64	\$ 1,337.70
11	Chrysanthemum Wanda 'Lavender'	1 gal	83	\$ 7.64	\$ 634.45
12	Chrysanthemum Scarlet	1 gal	43	\$ 7.64	\$ 328.69
13	Chrysanthemum 'Aubrey Orange'	1 gal	389	\$ 7.64	\$ 2,973.52
14	Chrysanthemum 'White'	1 gal	5	\$ 7.64	\$ 38.22
15	Kale 'Coral Queen'	1 gal	22	\$ 6.55	\$ 144.14
16	Kale 'Nero di Toscano'	1 gal	258	\$ 6.55	\$ 1,690.40
17	Kale Pigeon Victoria Pink F1	1 gal	12	\$ 6.55	\$ 78.62
18	Cabbage Crane Bicolor	1 gal	100	\$ 6.55	\$ 655.20
19	Ruby Red Cabbage	1 gal	206	\$ 6.55	\$ 1,349.71
20	Plectranthus 'Mona Lavender'	1 gal	67	\$ 15.29	\$ 1,024.30
21	Pansy 'Matrix Yellow'	4" pot	459	\$ 4.37	\$ 2,004.91
22	Pansy 'Delta Pure Violet'	4" pot	854	\$ 4.37	\$ 3,730.27
23	Pansy 'Delta Deep Blue Blotch'	4" pot	316	\$ 4.37	\$ 1,380.29
24	Pansy 'Cool Wave White'	4" pot	442	\$ 4.37	\$ 1,930.66

25	Pansy 'Delta Penny Red Blotch'	4" pot	138	\$ 4,37	\$ 602,78
<b>Total Cost for Fall Installation:</b>					\$28,691.21

**Total Maintenance per Month:**  $\$100.00 \times 7 = 700$

**Watering per Hour:**  $\$40.00 \times 950 =$

**Total Overall Cost (Installation Cost, 7 Months Maintenance, 950 hrs. Watering):**  $\$106,286.21$

**BID FORM CONTINUED – PROPOSAL SIGNATURE SHEET**

Proposal Signature: Connie Rivera

State of Illinois ) County of Cook )

Connie Rivera  
(Type Name of Individual Signing)

being first duly sworn on oath deposes and says that the bidder on the above Bid is organized as indicated below and that all statements herein made on behalf of such bidder and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their Bid from the Agreement Specifications and has checked the same in detail before submitting this Bid; that the statements contained herein are true and correct.

Signature of bidder authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of bidder shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated: Sept 18 /2023 City Escape Gardens & Design, LLC  
Organization Name (Seal - If Corporation)

By: Connie Rivera 3022 W. Lake St. Chicago, IL 60612  
Authorized Signature Address

773-638-2000  
Telephone

Subscribed and sworn to before me this 18<sup>th</sup> day of Sept 2023.

[Signature] in the State of Ill. My Commission  
Notary Public

Expires on 11, 3, 26





**BID FORM CONTINUED**

Complete Applicable Paragraph Below

(a) Corporation LLC  
The bidder is a ~~corporation~~, which operates under the legal name of City Escape  
Garden & Design, LLC and is organized and existing under the laws of the State of  
Illinois. The full names of its Officers are:

~~President~~ Managing Member - Connie Rivera

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

The corporation does have a corporate seal. (In the event that this Bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

(b) Partnership  
Names, Signatures, and Addresses of all Partners

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The partnership does business under the legal name of \_\_\_\_\_, which name is registered with the office of \_\_\_\_\_ in the county of \_\_\_\_\_.

(c) Sole Proprietor  
The bidder is a Sole Proprietor whose full name is \_\_\_\_\_. If the bidder is operating under a trade name, said trade name is \_\_\_\_\_, which name is registered with the office of \_\_\_\_\_ in the county of \_\_\_\_\_.

Signed: \_\_\_\_\_  
Sole Proprietor

In compliance with the above, the undersigned offers and agrees, if his/her Bid is accepted within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

**SECTION V**  
**BIDDER CERTIFICATION**

City Escape Garden & Design, LLC as part of its Bid on an agreement for 2024 Village Wide Seasonal Container Display and Maintenance for the Village of Oak Park, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.

Connie Rivera  
(Authorized Agent of bidder selected)

Subscribed and sworn to before me this 18<sup>th</sup> day of Sept, 2023.

[Signature]  
Notary Public's Signature

- Notary Public Seal -



**MUNICIPAL QUALIFICATION REFERENCE SHEET**

Bidders shall furnish a minimum of four (4) references from projects similar in scope within the last two (2) years.

MUNICIPALITY Village of Oak Park  
ADDRESS Public Works Center 201 South Blvd.  
Oak Park, IL 60302  
CONTACT Grant Jones  
PHONE 708-358-5700  
WORK Seasonal Rotations, Landscape  
PERFORMED Maintenance & Installation

MUNICIPALITY City of Chicago - Dept of Aviation  
ADDRESS H&R Plant O'Hare Airport  
Chicago, IL 60666  
CONTACT Dorothy Izewski  
PHONE 773-686-7271  
WORK Seasonal Rotations, Landscape  
PERFORMED Maintenance & Installation

MUNICIPALITY Chicago Loop Alliance  
ADDRESS 55 W. Monroe Suite 2660  
Chicago, IL 60603  
CONTACT Michael Edwards  
PHONE 312-782-9160  
WORK Seasonal Rotations, Landscape  
PERFORMED Maintenance & Installation

MUNICIPALITY Village of Buffalo Grove  
ADDRESS 50 Raupp Blvd.  
Buffalo Grove, IL 60089  
CONTACT Tom Milas  
PHONE 847-459-2545  
WORK Landscape Maintenance &  
PERFORMED Installation

**SECTION VI**  
**TAX COMPLIANCE AFFIDAVIT**

Connie Rivera, being first duly sworn, deposes and says:

that he/she is Managing Member of  
(partner, officer, owner, etc.)

City Escape Garden & Design, LLC  
(bidder selected)

The individual or entity making the foregoing Bid or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the Bid or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

Connie Rivera

By:

Its: Managing Member

City Escape Garden & Design, LLC

(name of bidder if the bidder is an individual)

(name of partner if the bidder is a partnership)

(name of officer if the bidder is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this

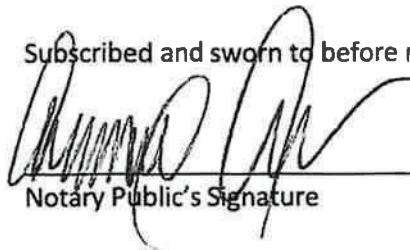
18<sup>th</sup>

day of

Sept

2023

2020.

  
\_\_\_\_\_  
Notary Public's Signature

- Notary Public Seal -



**SECTION VII**  
**ORGANIZATION OF BIDDING FIRM**

Please fill out the applicable section:

**A. Corporation:** LLC

The Contractor is a corporation, legally named City Escape Gardens Design LLC and is organized and existing in good standing under the laws of the State of Illinois. The full names of its Officers are:

President Managing Member: Connie Rivera

Secretary \_\_\_\_\_  
Treasurer \_\_\_\_\_

Registered Agent Name and Address: Barry C. Kessler & Associates  
1275 Milwaukee Ave. Suite 300  
Glenview, IL 60025

The corporation has a corporate seal. (In the event that this Bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

**B. Sole Proprietor:**

The Contractor is a Sole Proprietor. If the Contractor does business under an Assumed Name, the Assumed Name is \_\_\_\_\_, which is registered with the Cook County Clerk. The Contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**C. Partnership:**

The Contractor is a Partnership which operates under the name \_\_\_\_\_  
The following are the names, addresses and signatures of all partners:

Signature	Signature

(Attach additional sheets if necessary.) If so, check here \_\_\_\_\_.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**D. Affiliates:** The name and address of any affiliated entity of the business, including a description of the affiliation: \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner

**SECTION VIII**  
**BID BOND**

WE City Escape Garden and Design, LLC

as PRINCIPAL, and Cincinnati Insurance Company  
as SURETY, are held and firmly bound unto the Village of Oak Park, Illinois (hereafter referred to as "VOP") in the penal sum of Ten Percent (10%) of the total bid price, as specified in the invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VOP this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written bid to the VOP acting through its awarding authority for the completion of the work designated as the above section.

THEREFORE if the bid is accepted and an agreement awarded to the PRINCIPAL by the VOP for the above-designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal agreement, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in Specifications then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the VOP determines the PRINCIPAL has failed to enter into a formal agreement in compliance with any requirements set forth in the preceding paragraph, then the VOP acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 19 day of  
September A.D. 2023.

PRINCIPAL  
CITY ESCAPE GARDEN & DESIGN LLC  
(Company Name) (Company Name)

By: Lonnie Riviere By: \_\_\_\_\_  
(Signature & Title) (Signature & Title)

9/21/23 Managing Member

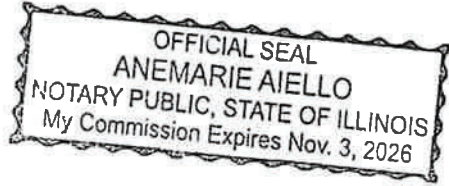
(If PRINCIPAL is a joint venture of two or more Contractors, the company names, and authorized signatures of each Contractor must be affixed)



**BID BOND CONTINUED**

Subscribed to and Sworn before me on the

1st day of Sept, 2023.  
[Signature]  
Notary Public



**NAME OF SURETY**

By: [Signature]  
Signature of Attorney-in-Fact



Subscribed to and Sworn before me on the

19 day of September, 2023.  
[Signature]  
Notary Public



THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

John P. Brandl; Samuel P. Brandl and/or Jennifer Angell

of Mundelein, Illinois their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to  
Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile in any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO )SS:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

*Stephen A. Ventre*

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



*Keith Cogliati*

Keith Cogliati, Attorney at Law  
Notary Public - State of Ohio

My commission has no expiration date.  
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_



*Ed H.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/31/2023

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

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

<b>PRODUCER</b> Oaklane Insurance Agency 333 E. Route 83, Suite 200 Mundelein, IL 60060 John Brandl, CIC	847-393-7922		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 847-393-7922		FAX (A/C, No): 847-393-7798	
	<b>E-MAIL ADDRESS:</b>					
				<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
				<b>INSURER A : Secura Insurance, A Mutual</b>		22543
				<b>INSURER B : WESTCHESTER</b>		
				<b>INSURER C : Cincinnati Insurance Company</b>		10677
				<b>INSURER D :</b>		
				<b>INSURER E :</b>		
				<b>INSURER F :</b>		


<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
------------------	----------------------------	-------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> E & O  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	X	CP3385210 CP3385210	04/01/2023 04/01/2023	04/01/2024 04/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 E&O/ Prof \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CA3385208	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU3385210	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC3385209	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	POLLUTION			G28295078001	04/13/2023	04/13/2024	POLLUTION 2,000,000
A	Inland Marine			CP3385210	04/01/2023	04/01/2024	L&R Equip 80,000

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

Add instds are added to the GL & Auto primary/noncontributory per w/respect to work prfmd by the named instd as required by signed written contract: The Village and its officers, officials, employees, agents, and volunteer. Waiver of subrogation applies to GL, Auto & WC in favor of the addl instds. Umbrella follows form.

<b>CERTIFICATE HOLDER</b>  VILLAGO  Village of Oak Park 123 Madison St. Oak Park, IL 60302	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



# Business Entity Search

## Entity Information

**Entity Name** CITYESCAPE GARDEN & DESIGN LLC

**Principal Address** 3022 W LAKE ST  
CHICAGO, IL 60612

**File Number** 00865842

**Status** ACTIVE on 01-19-2023

**Entity Type** LLC

**Type of LLC** Domestic

**Org. Date/Admission Date** 02-20-2003

**Jurisdiction** IL

**Duration** 12-31-2029

**Annual Report Filing Date** 00-00-0000

**Annual Report Year** 2024

**Agent Information** BARRY C. KESSLER  
1275 MILWAUKEE AVE STE 300  
GLENVIEW, IL 60025-2448

**Agent Change Date** 01-31-2013

## Services and More Information

Choose a tab below to view services available to this business and more information about this business.

[Purchase Master Entity Certificate of Good Standing](#)

[File Annual Report](#)

[Articles of Amendment Effecting A Name Change](#)

[Adopting Assumed Name](#)

[Change of Registered Agent and/or Registered Office](#)



**SECTION IX**  
**COMPLIANCE AFFIDAVIT**

I, Connie Rivera, (Print Name) being first duly sworn on oath depose and state:

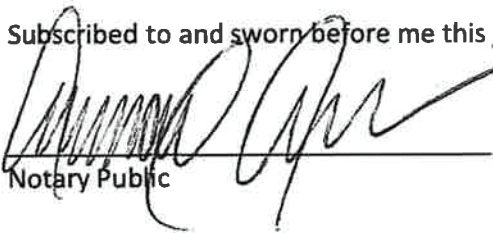
1. I am the (title) Managing Member of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Bid based on the request and have verified the facts contained in the Bid in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates<sup>1</sup> are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Bid rigging and Bid rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates is barred from agreementing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the Contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: Connie Rivera

Name and address of Business: City Escape Garden & Design, LLC 3022 W. Lake St.  
Chicago, IL 60612

Telephone 773-638-2000 E-Mail connie@cityescape.biz

Subscribed to and sworn before me this 18<sup>th</sup> day of Sept, 2023.

  
\_\_\_\_\_  
Notary Public

- Notary Public Seal -



1 Affiliates means: (i) any subsidiary or parent of the agreementing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreementing business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the agreementing business entity.



**SECTION X**  
**M/W/DBE STATUS AND EEO REPORT**

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Contractor Name: City Escape Garden & Design, LLC

2. Check here if your firm is:

- Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
- None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?

72            Number of full-time employees  
4             Number of part-time employees

4. Similar information will be requested of all subcontractors working on this agreement. Forms will be furnished to the lowest responsible Contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: Donnie Powers

Date: 9/27/2023





**DEPARTMENT OF PROCUREMENT SERVICES**

**CITY OF CHICAGO**

**JAN 23 2019**

Connie L. Rivera  
**City Escape Garden & Design, LLC**  
3022 W. Lake Street  
Chicago, Illinois 60612

Dear Ms. Rivera:

We are pleased to inform you that **City Escape Garden & Design, LLC** is recertified as a **Woman-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **12/16/2023**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **12/15/2019, 12/15/2020, 12/15/2021, and 12/15/2022**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **12/15/2023**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **10/15/2023**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

2/3

- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Codes:**

**424930 – Flower, Nursery Stock, and Florists' Supplies Merchant Wholesalers**

**444220 – Garden Centers**

**541320 – Landscape Architectural Services**

**561730 – Landscaping Services (except planning)**

**561790 – Snow Plowing Driveways and Parking Lot**

Your firm's participation on City contracts will be credited only toward **WBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your area of specialty; credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Shannon E. Andrews  
Chief Procurement Officer

SEA/vlw

N/A

**SECTION XI**  
**NO BID EXPLANATION**

If your firm does not wish to propose on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a Bid.

**Bid Name: Project No. 23-128; Village of Oak Park Seasonal Container Display and Maintenance**

Comments:

Signed: \_\_\_\_\_

Phone: \_\_\_\_\_

**SECTION XII**  
**CONTRACT BOND**  
**(For Reference – Do Not Fill Out)**

**Contract Bond**

\_\_\_\_\_, as PRINCIPAL, and  
\_\_\_\_\_ as SURETY, are held and firmly bound unto the  
Village of Oak Park (hereafter referred to as "Village") in the penal sum of  
\_\_\_\_\_, well and truly to be paid to the  
Village, for the payment of which its heirs, executors, administrators, successors and assigns,  
are bound jointly to pay to the Village under the conditions of this instrument.

**WHEREAS**, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

**NOW THEREFORE**, if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect



**CONTRACT BOND CONTINUED**

whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

**IN WITNESS WHEREOF**, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_ day of \_\_\_\_\_, 2023.

**NAME OF PRINCIPAL**

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

By: \_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

Subscribed to and Sworn before me on the  
\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

**NAME OF SURETY**

By: \_\_\_\_\_  
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the  
\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

**SECTION XIII**  
**AGREEMENT**

**(For Reference – Do Not Fill Out)**

**INDEPENDENT CONTRACTOR AGREEMENT**

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (“Contract”) is entered into on the \_\_\_\_ day of \_\_\_\_\_ 2023, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the “Village”), and \_\_\_\_\_, a \_\_\_\_\_ (hereafter the “Contractor”).

**RECITALS**

**WHEREAS**, the Contractor submitted a Bid to perform Seasonal Container Display Installation and Maintenance services at all Village facilities (hereinafter referred to as the “Work”), pursuant to the Village’s Request for Bids dated \_\_\_\_\_, \_\_\_\_\_, attached hereto and incorporated herein by reference as though fully set forth; and

**WHEREAS**, the Contractor represented in said Bid that it has the necessary personnel, experience, and competence to promptly complete the Work and the work required hereunder; and

**WHEREAS**, the Contractor’s Bid is attached hereto and incorporated herein by reference into this Agreement; and

**WHEREAS**, the Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

**1. RECITALS INCORPORATED**

The above recitals are incorporated herein as though fully set forth.

**2. SCOPE OF WORK**

The Contractor shall perform the Project in accordance with its Bid in an amount not to exceed \$\_\_\_\_\_ (“Contract Price”). The Contractor shall complete the Project in accordance with any applicable manufacturers’ warranties and in accordance with the Village’s Request for Bids, the Contractor’s Bid and this Contract, all of which together shall constitute the Contract Documents. The Contractor hereby represents and warrants

that it has the skill and experience necessary to complete this project in a good and workmanlike manner. The Contractor further represents and warrants that the Project will be completed in a good and workmanlike manner in accordance with the Contract Documents, and that the Project will be free from defects.

The Contractor shall achieve completion of all work required pursuant to the Contract Documents ("Contract Time"). The Contract Time is of the essence. In the event the Contractor fails to complete the Project on or before said date, the Village shall be entitled to liquidated damages in the amount of \$500.00 per day for each day the work remains uncompleted beyond the completion date set forth above. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Project is not completed on time. The Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site.

### **3. DESIGNATED REPRESENTATIVES**

Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of Contractor as having been properly and legally given by Contractor. Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 13 of this Agreement.

The Village's Public Works Director or the Director's designee shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 13 of this Agreement.

**4. TERM OF CONTRACT, CONTRACT RENEWAL, AND RATE ADJUSTMENT**

The Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and shall expire on December 31, 2024.

The Village will have the right to renew the contract for one (1) additional one (1) year terms with all terms and conditions, other than price, remaining the same. The Village will allow the Bidder to increase or decrease the contract price for each annual renewal.

Upon written request from the Bidder, on or before October 20 of each year of the Agreement, the cost of the services provided under the Agreement may be adjusted as follows:

The contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the period October through September for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100).

Notwithstanding anything contained in this Request for Bids to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for services provided under this Agreement in any year.

Any applicable adjustment shall take effect on January 1st.

**5. PAYMENT SCHEDULE**

Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material and the absence of any interest whether in the nature of a lien or otherwise of any party in any property, work, or fund with respect to the Work performed hereunder. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

- (i) Contractor's sworn statement;
- (ii) Contractor's partial or final waiver of lien;
- (iii) Subcontractor's sworn statement(s); and
- (iv) Subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the Work completed and submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the work. All payments shall be made in accordance with the Illinois Local Government

Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice by Contractor shall be made by the Village to the Contractor when Contractor has fully performed the work and the work has been approved by the Village and submission of required waivers and paperwork by Contractor. Approval of the work and issuance of the final payment by the Village shall not constitute a waiver of, or release Contractor from, any defects in the work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to Contractor.

## **6. TERMINATION**

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 13 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to the Contractor pursuant to the provisions of Section 13 below. In such event, the Village shall pay to the Contractor all amounts due for the work performed up to the date of termination.

## **7. DEFAULT/THE VILLAGE'S REMEDIES.**

If it should appear at any time prior to payment for the Work provided pursuant to this Contract that the Contractor has failed or refused to prosecute, and is in default, or has delayed in the prosecution of, the Work to be provided pursuant to this Contract with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract, or has attempted to assign this Contract or the Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after Contractor's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(A) The Village may require Contractor, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Work that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Contractor and the Work into compliance with this Contract;

(B) The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction;

(C) The Village may terminate this Contract without liability for further payment of amounts due or to become due under this Contract except for amounts due for Services properly performed prior to termination;

(D) The Village may withhold any payment from Contractor, whether or not previously approved, or may recover from Contractor any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

(E) The Village may recover any damages suffered by the Village as a result of Contractor's Event of Default.

(F) In addition to the above, if Contractor fails to complete any required Work pursuant to this Contract, the Village shall be entitled to liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day the Services remains uncompleted. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the required Work is not completed on time.

## **8. COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the performance of the work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and rules with which the Contractor must comply: all forms of workers' compensation Laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

## **9. INDEMNIFICATION**

Contractor shall comply with all applicable laws, regulations, and rules promulgated by



any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the performance of the work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and rules with which the Contractor must comply: all forms of workers' compensation Laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

**10. INSURANCE**

Contractor shall at Contractor's expense secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. Contractor shall furnish "Certificates of Insurance" to the Village before beginning work on the Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen thirty (30) days written notice to the certificate holder named to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

**(A) Commercial General Liability:**

i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00

iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

**(B) Workers' Compensation:**

i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if work is subcontracted pursuant to the provisions of this Contract, Contractor shall require each subcontractor similarly to provide

workers' compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Workers' Compensation Act, Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

**(C) Comprehensive Automobile Liability:**

i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:  
Combined Single Limit \$1,000,000.00

**(D) Umbrella:**

i. Limits:  
Each Occurrence/Aggregate \$5,000,000.00

(E) The Village, its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, agents, and volunteers.

(F) Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided.

**11. GUARANTY**

Contractor warrants and guarantees that its Work provided for the Project to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

**12. AFFIDAVIT OR CERTIFICATE**

The Contractor shall furnish any affidavit or certificate in connection with the work covered by this Contract as required by law.

**13. NOTICES**

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by email or facsimile transmission to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

**To the Village:**  
Village Manager  
Village of Oak Park  
123 Madison St.  
Oak Park, Illinois 60302-4272  
708-358-5770  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

**To Contractor:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing. Notice by email transmission shall be effective as of date and time of transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

**14. AUTHORITY TO EXECUTE**

The individuals executing this Contract on behalf of Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Contract.

**15. EFFECTIVE DATE**

The effective date of this Contract as reflected above and below shall be the date that the Village Manager executes this Contract on behalf of the Village.

**16. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS**

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract between the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

**17. INDEPENDENT CONTRACTOR**

Contractor shall have the full control of the ways and means of performing the Work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Work.

**18. CONTRACT BOND**

Before commencing the work on the Project, Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount of \$25,000.00 as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest qualified bidder or re-advertise for bids. A charge against Contractor may be made for the difference between the amount of Contractor's Bid and the amount for which a contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

**19. GOVERNING LAW AND VENUE**

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

**20. AMENDMENTS AND MODIFICATIONS**

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

**21. NON-WAIVER OF RIGHTS**

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**22. CONFLICT**

In case of a conflict between any provision(s) of the Village's Request for Bids or the Contractor's Bid and this Contract, this Contract and the Village's Request for Bids shall control to the extent of such conflict.

**23. HEADINGS AND TITLES**

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

**24. COOPERATION OF THE PARTIES**

The Village and Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

**25. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES**

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf copy of this Agreement and any signature(s) thereon will be considered for all purposes as an original.

**26. CERTIFIED PAYROLL**

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village's Director of Public Works at any time during the term of this Contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

**27. LIVING WAGE/MINIMUM WAGE**

The Contractor shall comply with the Village's living wage requirements as set forth in Section 2-6-20 ("Living Wage") of the Oak Park Village Code, as amended. The Contractor shall further comply with the Cook County Minimum Wage Ordinance, codified as Sections 42-7 through 42-19 of the Cook County Code, as amended, and the minimum wage requirements of the State of Illinois set forth in 820 ILCS 105/4, as amended. The Contractor shall pay its employees the greater of the Village's living wage, the minimum wage set forth in the Cook County Minimum Wage Ordinance or the minimum wage set forth in 820 ILCS 150/4 as applicable during the term of this Contract. The Contractor shall provide any and all certified payroll records pursuant to Section 26 of this Contract above in order to determine whether the Contractor is meeting said requirement.

**28. EQUAL OPPORTUNITY EMPLOYER**

Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein by reference.

The Contractor shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Contractor shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

In the event of the Contractor's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.



In all solicitations or advertisements for employees placed by it on its behalf, the Contractor shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

**29. STANDARD OF CARE**

The Contractor shall endeavor to perform the Services with the same skill and judgment which can be reasonably expected from similarly situated firms or entities.

The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement as applicable, including, but not limited to, Cook County's minimum wage and sick leave ordinances, respectively Cook County Ordinance Number 16-5768 and Cook County Ordinance Number 16-4229, and the Village's Living Wage Ordinance, Village of Oak Park Ordinance Number 16-093, codified as Section 2-6-20 of the Village Code, all as amended.

The Contractor shall ensure that the Services are provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -  
SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the dates set forth below.

**VILLAGE OF OAK PARK**

\_\_\_\_\_  
By: Kevin J. Jackson  
Its: Village Manager

Date: \_\_\_\_\_, 2023

**ATTEST**

\_\_\_\_\_  
By: Christina M. Walters  
Its: Village Clerk

Date: \_\_\_\_\_, 2023

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, \_\_\_\_\_



CITY-C1

OP ID: ACCT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Oaklane Insurance Agency, 333 E. Route 83, Suite 200, Mundelein, IL 60060, John Brandl, CIC. CONTACT NAME: Secura Insurance, A Mutual. INSURER A: Secura Insurance, A Mutual. INSURER B: WESTCHESTER. INSURER C: Cincinnati Insurance Company. INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, Pollution, and Inland Marine.

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

Add insds are added to the GL & Auto primary/noncontributory per w/respect to work prfmd by the named insd as required by signed written contract: The Village and its officers, officials, employees, agents, and volunteer. Waiver of subrogation applies to GL, Auto & WC in favor of the addl insds. Umbrella follows form.

CERTIFICATE HOLDER: VILLAGO, Village of Oak Park, 123 Madison St., Oak Park, IL 60302. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: John P. Bull

# THE CINCINNATI INSURANCE COMPANY

## Payment Bond

**CONTRACTOR** (Name, legal status and address):

City Escape Garden & Design LLC  
3022 West Lake Street  
Chicago, IL 60612

**SURETY** (Name, legal status and principal place of business):

**THE CINCINNATI INSURANCE COMPANY**  
**6200 S. GILMORE ROAD**  
**FAIRFIELD, OHIO 45014-5141**

**OWNER** (Name, legal status and address):

Village of Oak Park  
201 South Boulevard  
Oak Park, IL 60302

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

### CONSTRUCTION CONTRACT

Date: January 23, 2024

Amount: \$112,000

Description (Name and location):

Village Wide Seasonal Container Display and Maintenance Services

### BOND

Date (Not earlier than Construction Contract Date): January 23, 2024

Amount: \$25,000

Modifications to this Bond:

None

See Section 18

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)  
City Escape Garden & Design LLC

Signature: Connie Rivera

Name and Title: Connie Rivera  
Managing Member

(Any additional signatures appear on the last page of this Payment Bond.)

### SURETY

Company: (Corporate Seal)  
**THE CINCINNATI INSURANCE COMPANY**

Signature: Jennifer Angell

Name and Title: Jennifer Angell, Attorney-in-Fact



(FOR INFORMATION ONLY - Name, address and telephone)

### AGENT or BROKER:

Oaklens Insurance Agency (847)383-7922, 333 IL Route 83 Suite 200, Mundelein IL 60060

**OWNER'S REPRESENTATIVE** (Architect, Engineer or other party):



**1** The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**5.1** Claimants, who do not have a direct contract with the Contractor,

**.1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

**.2** have sent a Claim to the Surety (at the address described in Section 13).

**5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**7.2** Pay or arrange for payment of any undisputed amounts.

**7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 16 Definitions

16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.3 **Construction Contract.** The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.



**16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**18** Modifications to this bond are as follows:

This bond is for an annual term beginning 1/1/2024 ending 12/31/2024

This bond may be extended for additional renewal terms at the option of the Surety, by continuation certificate or new bond of the Surety.

In the event of default by the Principal in performance of the contract during the term of this bond, the Surety shall be liable only for the loss to the Obligee due to the actual excess of costs of performance of the contract up to the termination of the term of this bond.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

City Escape Garden & Design LLC

Signature: Connie Rivere

Name and Title:

Address:

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Cincinnati Insurance Company

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

Name and Title:

Jennifer Angell, Attorney-in-Fact

Address:

333 IL Route 83 Suite 200, Mundelein, IL 60060



The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 Edition.

**S-2150-AIA-A312 (11/10) PAYMENT BOND**

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

John P. Brandt; Samuel P. Brandt and/or Jennifer Angell

of Mundelein, Illinois their true and legal Attorney(s)-In-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like Instruments, as follows:

Any such obligations in the United States, up to Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-In-Fact of the Company to execute any and all bonds, policies, undertakings, or other like Instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-In-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-In-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO )SS:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

*Stephen A. Justice*

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



*Kelli W. Cullitt*

Kelli Cullitt, Attorney at Law  
Notary Public - State of Ohio

My commission has no expiration date.  
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this day of



*Ed H.*

# THE CINCINNATI INSURANCE COMPANY

## Performance Bond

**CONTRACTOR** (Name, legal status and address):

City Escape Garden & Design LLC  
3022 West Lake Street  
Chicago, IL 60612

**SURETY** (Name, legal status and principal place of business):

**THE CINCINNATI INSURANCE COMPANY**  
6200 S. GILMORE ROAD  
FAIRFIELD, OHIO 45014-5141

**OWNER** (Name, legal status and address):

Village of Oak Park  
201 South Boulevard  
Oak Park, IL 60302

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

### CONSTRUCTION CONTRACT

Date: January 23, 2024

Amount: \$112,000

Description (Name and location):

Village Wide Seasonal Container Display and Maintenance Services

### BOND

Date (Not earlier than Construction Contract Date): January 23, 2024

Amount: \$25,000

Modifications to this Bond:

None

See Section 16

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)  
City Escape Garden & Design LLC

Signature: Connie Rivera

Name and Title: Connie Rivera  
Managing Member

(Any additional signatures appear on the last page of this Performance Bond.)

### SURETY

Company: (Corporate Seal)  
**THE CINCINNATI INSURANCE COMPANY**

Signature: [Signature]

Name and Title: Jennifer Angell, Attorney-in-Fact



(FOR INFORMATION ONLY - Name, address and telephone)

### AGENT or BROKER:

Oaklana Insurance Agency (847)393-7922, 333 IL Route 83 Suite 200, Mundelein IL 60060

**OWNER'S REPRESENTATIVE** (Architect, Engineer or other party):

1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

- 5.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract;
- 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
  - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.



7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which the signature appears.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14 Definitions

**14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**14.2 Construction Contract.** The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16 Modifications to this bond are as follows:

This bond is for an annual term beginning on 1/1/2024 ending 12/31/2024

The bond may be extended for additional renewal terms at the option of the surety, by continuation certificate or new bond by the surety in the event of default by the principal in performance of the contract during the term of this bond, the surety shall be liable only for the loss to the Obligee due to the actual excess of costs of performance of the contract up to the termination of the term of this bond.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

City Escape Garden & Design LLC

Signature: Connie Revere

Name and Title:

Address:

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Cincinnati Insurance Company

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

Name and Title:

Jennifer Angell, Attorney-in-Fact

Address:

333 IL Route 83 Suite 200, Mundelein, IL 60060



The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 Edition.

**S-2100-AIA-A312 (11/10) PERFORMANCE BOND**





# Business Entity Search

## Entity Information

**Entity Name** CITYESCAPE GARDEN & DESIGN LLC

**Principal Address** 3022 W LAKE ST  
CHICAGO,IL 60612

**File Number** 00865842 **Status** ACTIVE on 01-23-2024

**Entity Type** LLC **Type of LLC** Domestic

**Org. Date/Admission Date** 02-20-2003 **Jurisdiction** IL

**Duration** 12-31-2029

**Annual Report Filing Date** 01-23-2024 **Annual Report Year** 2024

**Agent Information** LAWRENCE BECKER  
1275 MILWAUKEE AVE STE 300  
GLENVIEW, IL 60025-2448 **Agent Change Date** 02-09-2024

## Services and More Information

Choose a tab below to view services available to this business and more information about this business.

[Purchase Master Entity Certificate of Good Standing](#)

[Articles of Amendment Effecting A Name Change](#)

[Adopting Assumed Name](#)

[Change of Registered Agent and/or Registered Office](#)