

**VILLAGE OF OAK PARK**  
**REQUEST FOR PROPOSALS**

**PROPOSAL NO.:** 14-107 PUBLIC WORKS  
**PROJECT NAME:** 2014 COMMERCIAL DISTRICT PLANTER PROGRAM  
**DATE ISSUED:** March 5, 2014

The Village of Oak Park is seeking proposals from qualified landscape contractors for Commercial District Planter Landscaping Services. The Village will receive proposals at the Public Works Center, 201 South Boulevard, Oak Park, Illinois 60302, Monday through Friday, 7:30 a.m. to 4:00 p.m., and will refuse any proposal received after 3:00 p.m. local time, Thursday, March 20, 2014. The Public Works Department will review and evaluate the proposals. Any contract awarded as a result of this Proposal will be executed by the Village Manager as authorized by the Village Board by resolution or ordinance.

A mandatory pre-bid meeting shall be held on Thursday, March 13<sup>th</sup> at 1 p.m. at the Public Works Center, 201 South Boulevard, Oak Park, Illinois 60302. Proposals received from bidders who do not send a representative to the pre-bid meeting shall not be considered.

Proposals must be enclosed in sealed envelopes indicating the Proposal Number and Project Name and addressed to the attention of the Joe Wywrot, Interim Forestry Superintendent. Proposals must be accompanied by a bid bond, bank draft, or certified check in an amount equal to at least 5% of the bidder's proposal.

Additional information is available at the Public Works Center, 201 South Boulevard, Oak Park, Illinois 60302. Phone: (708) 358-5700. FAX: (708) 358-5711. Email: [jwywrot@oak-park.us](mailto:jwywrot@oak-park.us)

This Request contains the following components:

- I. Scope of Services and Specifications
- II. Contract Terms
- III. Minimum Contractor Qualifications
- IV. Proposal Instructions, Terms and Conditions
- V. Proposal Form
- VI. Bidder Certification
- VII. E.E.O. Report
- VIII. Affidavit of Ownership Structure, Identity Of Subcontractors, Suppliers And Consultants And All Persons Who Are Interested In Work
- IX. No Proposal Explanation

Include this full document with your proposal.

I.

Scope of Services and Specifications

A. General Scope of Work

The Village is seeking proposals from qualified landscape contractors to perform installation and maintenance of commercial district planter landscaping in Village right of way and other locations.

B. 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.

C. Extent of Services

The contract consists of planting and maintaining landscaping in 12 separate commercial districts and 3 municipally-owned properties in the Village of Oak Park. The plantings consist of a summer rotation and a fall rotation.

D. Detailed Specifications

The Municipality has collaborated to install unified streetscape improvement on various business districts throughout the Village. That project was designed to include unified landscaping, including planters.

This Request for Proposals is for the installation and maintenance of plant material in approximately 500 above ground planters. The container design has been prepared by Altamanu, Inc. and is being provided with this bid.

A mandatory pre-bid meeting shall be held on Thursday, March 13th at 9 a.m. at the Public Works Center, 201 South Boulevard, Oak Park, Illinois 60302. Proposals received from bidders who do not send a representative to the pre-bid meeting shall not be considered.

The successful bidder shall provide a contract bond in an amount equal to 100% of the contract award amount using the Village-standard bond form (attached). The successful bidder shall attend a mandatory pre-planting meeting with Urban Forestry Superintendent and consultant Landscape Architect.

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

Please note that a Landscape Architect/Client Representative 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 as noted on the drawings.

Planter Program Plant Installation, Placement, Maintenance, and Material Rotation:

Following are staffing requirements for the Commercial District Installation and Maintenance program:

- Full -Time Landscape Designer or Horticulturist, experienced in commercial area landscape installation and maintenance
- Ability to meet and work with Village staff and business community representatives
- In-house staff capable of planter placement, filling, planting, and maintenance, including off-hours delivery and set-up and watering
- Previous experience with commercial and municipal business district landscape maintenance and design

The Summer rotation shall be planted no later than May 5, 2014, (unless weather conditions warrant a later date and then only with the approval of the Forestry Superintendent) and be maintained through September 29, 2014, unless otherwise directed by the Urban Forestry Superintendent or his/her designee.

The Fall rotation shall be planted no later than September 29, 2014, and maintained through December 31, 2014, at which time all seasonal plantings will be removed unless otherwise directed by the Urban Forestry Superintendent or his/her designee.

All planters in business areas and other locations shall be planted with summer and fall plant rotations in season. Type, size, and quantity of plant material shall be approved by the Village prior to installation. See plant schedules for exact quantities, species and sizes. 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. See attached drawings, schedules and planter quantities and locations. All planters shall be weeded weekly and fertilized as needed to keep plantings vigorous and attractive. The cost of this weekly maintenance is incidental to the cost of plant installation.

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 will have on staff a State of Illinois licensed Pesticide Applicator and licensed Pesticide Operators as needed.

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 work shall be completed as specified in a timely manner as dated on the landscape plans.

Fill all planters with approved planting medium as required to a finished grade within one inch of top of planter.

The contractor shall supply the Urban Forestry Superintendent with 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 6-7 lb. controlled release fertilizer (lasting 3-4 months), 1 lb. minor elements, and 1 lb. iron sulfate. The planting medium mix shall be supplied by RR Mulch & Soil Products, LLC, Chicago, Illinois (773) 544-4655 or an approved equal.

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 Architect. Watering shall be paid for separately on a monthly basis based on hours billed for watering services.

The contractor shall water all planters as needed at the unit prices 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, but all water must be metered.

The contractor shall obtain water by connecting to a local fire hydrant with a maximum size 1" garden hose or by filling their truck or trailer-mounted tank at the Public Works Facility. The contractor must use a village-issued water meter whenever drawing water from a fire hydrant. The contractor shall pay the customary deposit for water meters, the deposit shall be returned by the village upon receipt of the meter in good condition at the end of the growing season.

Water tanks must be filled at the 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.

The bidder shall furnish all labor, supervision, supplies, tools, equipment and other means necessary or proper for performing and completing the work, and shall obtain and pay for all required permits. The bidder shall be responsible for the cleaning up of the job site and shall repair or restore all structures and property that may be damaged or disturbed during performance of the work to the satisfaction of the Village.

Payment for installation and maintenance of both the Summer and Fall landscape rotations shall be made separately. The Downtown Oak Park (DTOP) commercial district shall have its own pay items for this work. All other commercial districts and municipally-owned properties

included in this contract have been grouped together and will be paid for under similar but separate pay items as Village of Oak Park (VOP) areas.

Payment for watering shall be made at the hourly rate for Watering (Manual) for watering from a fire hydrant, and for Watering (Truck) 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.

Provided with this Request for Proposal are two Microsoft Excel spreadsheets intended to assist bidders in preparing their proposals. The successful bidder shall submit their filled-in spreadsheets to the Village upon request for use in adjusting quantities and payment amounts during the term of the contract should the need arise.

## II.

### Contract Terms and Conditions

#### A. Contract Term

The initial contract term shall be from the date of award to December 31, 2014. The Village of Oak Park has the right to renew the contract on an annual basis for two (2) optional one year terms (January 1 to December 31). The Contractor shall begin performing the services within fourteen (14) days of a notice to proceed from the Forestry Superintendent or his designee.

#### B. Contract Renewal

The Village will have the right to renew the contract for two additional one year terms 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 provided that the annual price adjustment shall equal the change in the latest published Index (as defined below) as compared to the Index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, (US DOL/BLS) Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois – Gary, Indiana – Kenosha, Wisconsin (all items, 1982-1984 = 100). However, the maximum increase in cost shall be capped at five percent (5%) of the previous year's cost.

The contractor must propose an annual cost adjustment, with supporting documentation in writing to the Village 60 days before the end of the outgoing contract term. If the Village rejects the proposed price change, it will have the option not to renew the contract.

#### C. Recertification

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

#### D. Subcontractors

Except for the use of materials suppliers, the Contractor shall not assign or subcontract any part of the services without the written disclosing the identity of the subcontractors on the forms provided and obtaining the consent of the Village of Oak Park. In no case shall such consent relieve the Contractor from their obligation to perform the services or change the terms of the contract.

#### E. Acceptance and Payment

The Contractor shall submit an invoice for services to the Village on a bi-weekly basis. The invoice shall use the unit prices quoted and indicate the quantity of work done per address. The Village may deny payment of any invoice if the Contractor fails to properly document the services.

The Village will pay for work it has accepted. Acceptance will not occur until the location where the work occurred has an established, healthy and full stand of grass with a height of at least 4 inches. Materials, components or work that have been rejected by the Forestry Superintendent as not in accordance with the contract specifications shall be replaced by the Contractor at no cost to the Village.

The Village shall have the right to withhold from payment an amount reasonably necessary to compensate the Village for any actual or prospective loss due to: (1) services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage to Village property caused by the Contractor during the performance of the services; (3) claims of subcontractors, suppliers, or other persons performing services; (4) delay in the progress or completion of the Services; (5) additional Village costs due to Contractor's inability to complete the Services.

The Village of Oak Park will pay all undisputed and accepted portions of invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS 505/4. The maximum interest rate for any payment not made within 30 days of approval is 1% per month.

#### F. Change Orders

If the awarded contract contains a not to exceed amount, that amount shall not be increased unless authorized in writing by a contract amendment and signed by both parties. Amendments shall be signed by the Village Manager in the same manner as the original contract was executed.

#### G. Claims for Additional Costs

The following provisions apply to any contract where the contract price exceeds \$75,000,

1. If a contractor discovers one or both of the following physical conditions at the surface or subsurface of the site, the contractor must notify the Village of the condition, in writing, before disturbing the condition:
  - a. A subsurface or latent physical condition at the site differing materially from conditions indicated in the contract.
  - b. An unknown physical condition at the site of an unusual nature differing materially from the conditions ordinarily encountered and generally recognized as inherent in work of the kind provided for in the contract.
2. If the Village receives notice from the contractor under subparagraph (1), the Village must promptly investigate the physical condition.
3. If the Village determines that the physical condition (i) does materially differ from the conditions indicated in the contract or ordinarily encountered in the work of the kind

provided for in the contract and (ii) will cause an increase or decrease in the costs or time needed to perform the contract, the Village must make an equitable adjustment to and modify the contract in writing.

4. The contractor may not make a claim for additional costs or time because of a physical condition at the site, unless the contractor has provided notice to the Village under subparagraph 1.
5. The contractor may not make a claim for an adjustment after the contractor has received a final payment under the contract.

#### H. Termination of Contract

##### 1. Termination for Non-Appropriation.

The Village reserves the right to terminate the whole or any part of this contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Oak Park in any subsequent contract year.

##### 2. Termination for Failure to Perform.

The Village reserves the right to terminate the whole or any part of this contract if the contractor fails to perform the contract in accordance with the specifications, including the specification regarding timely services. In such event, the Forestry Superintendent will provide the contractor with written notice of termination. In the event of termination, the Village may procure, upon such terms and in such manner as the Forestry Superintendent deems appropriate, supplies or services similar to those so terminated. The contractor shall be liable for any excess cost for such replacement services unless the Forestry Superintendent determines that its failure to perform the contract was due to causes beyond its control and without fault or negligence.

#### I. The Village's Remedies

If Contractor performs services and the Village does not accept the services at any location, the Village may exercise any of the following remedies, in addition to those available by law.

1. The Village may require Contractor, within such reasonable time as may be fixed by the Village, to re-perform, complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring the services into compliance with this Contract.
2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, or incomplete services or part thereof and make an equitable reduction in the Contract Price.

3. 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.

J. Indemnification and Hold Harmless

The Contractor and each of its subcontractors agrees to indemnify, save and hold harmless, and defend the Village of Oak Park, its officials, employees and agents from any and all claims, demands, lawsuits or actions of any kind (Claims), and the costs, expenses, judgments, settlements, damages and attorney's fees arising out of those Claims which the Village may incur, be liable for, or be at risk of incurring or being liable for, on account of any and all known and unknown, foreseen and unforeseen personal injuries including death, or any property damage and the consequences thereof, which arose or are alleged to have arisen out of or in connection with the performance of the services, the failure to perform the services or the negligent or willful and wanton performance of the services covered by this Contract.

K. Insurance

The Contractor shall keep in force at all times during the performance of this contract insurance as required herein. The Contractor shall not commence work under the contract until it has obtained all the required insurance and provided the Village with proof of such insurance in the form of a policy endorsement or declaration which shall demonstrate that the Village of Oak Park is covered as an additional insured where required. All insurance shall be issued by insurers with a Best's rating of no less than A:VII, and be in form and substance satisfactory to the Village Attorney. The following are the required types and minimum policy limits of required insurance.

1. Worker's Compensation Insurance with amounts of coverage sufficient to provide compensation at levels and amounts mandated by the State of Illinois Worker's Compensation Statutes. The insurer shall agree to waive all rights of subrogation against the Village, its officers, employees and volunteers.
2. Commercial General Liability Insurance with limits of \$1,000,000 per occurrence/\$1,000,000 in the aggregate for both bodily injury and property damage.
3. Commercial Vehicle or Auto Liability Insurance with limits of \$1,000,000 per occurrence/\$1,000,000 in the aggregate for both bodily injury and property damage.
4. The Village, its officers, officials, agents and employees shall be named additional insured's on the contractor's Commercial General Liability and Commercial Vehicle/Automobile Liability Insurance.
5. Any subcontractors must comply with the same insurance requirements as the general contractor.
6. Any deductibles or self-insured retention must be declared to and approved by the Village. At the opinion of the Village, either: the insurer shall reduce or eliminate such

deductibles or self-insured retention as respects the Village, its officers, officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

L. Governing Law

All contracts entered into by the Village of Oak Park are governed by the Laws of the State of Illinois without regard to conflicts of law principals. 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.

M. Attorneys' Fees and Costs

In any action to enforce this agreement or to collect any amounts due under this Contract, each party is responsible for paying its own attorneys' fees and costs.

N. Fair Employment Practices/ Equal Opportunity Employment

It shall be unlawful for a contractor, his or her agent or employee, to refuse to employ, or to discharge any person, otherwise qualified, on account of race, sex, religion, creed, ancestry, national origin, sexual orientation, age between 18 and 70, matriculation, familial status or handicap or to discriminate for any of said reasons in regard to tenure, terms or conditions of employment; to deny promotion or increase in compensation solely for any of said reasons; to publish offers of employment based on any such discrimination; to adopt or enforce any rule or employment policy which discriminates between employees on account of race, sex, creed, religion, national origin, sexual orientation, matriculation, familial status, ancestry or age, except where such rule or policy is consistent with the pension, retirement, and related laws of the State of Illinois. Further, Contractor shall not discriminate against persons with a physical or mental handicap unrelated to ability in hiring and promotion practices.

Prospective contractors, bidders and suppliers shall verify that they are "equal opportunity employers" as defined in section 2000(e) of chapter 21, title 42, of the United States Code Annotated, and Federal Executive Orders #11245 and #11375 which are incorporated herein by reference and insure their compliance with the Human Rights Act, contained in 775 ILCS 5/2-105(A) pertaining to Equal Employment Opportunities in public contracts.

To advance its policy of non-discrimination, the Village of Oak Park, encourages the efforts of bidders and their approved sub-contractors 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.

O. Compliance with Laws/Indemnification

Contractor shall provide the services in accordance with Village of Oak Park ordinances, all applicable state statutes, ordinances, rules, and regulations, including without limitation labor and employment laws, OSHA requirements and the requirements of other safety laws; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age,

sex, 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.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractor's failure to comply with all applicable laws, regulations and ordinances. The Contractor agrees to indemnify and hold the Village harmless from any liability, fines, penalties, costs or expenses, which the Village may be assessed as a result of Contractor's failure to comply with all applicable laws, regulations and ordinances in the performance of the services, to the fullest extent allowed by law.

### III.

#### Minimum Contractor Qualifications

##### A. Defaulted Contractors

The Village of Oak Park will not award a contract to any person or entity that has breached or failed to perform under any contract with the Village or which owes any debt to the Village.

##### B. Debarred Contractors

The Village of Oak Park will not award a contract to any person or entity who has committed any violation of laws related to:

- Procurement Ethics (30 ILCS 500/50-1)
- Public Contracting (720 ILCS 5/33E)
- Fraud, or a criminal offense or violation of any federal or State statutes, ordinances regulation, or rule relating to the submission of bids, proposals, or claims, or in connection with obtaining, attempting to obtain, or performing a private or public contract or subcontract
- Commission or attempted commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property
- Commission or attempted commission of any other offense, or engaging in or attempting to engage in conduct indicating a lack of truthfulness, veracity, or honesty which affects the responsibility of the vendor

The Village will also not award a contract to any contractor who is otherwise debarred from contracting with the State of Illinois or the City of Chicago.

No contractor will be barred from contracting with the Village as a result of an employee's conviction of a disqualifying crime if the employee or agent is no longer employed by the business, the business itself was adjudicated not guilty, and the Village finds that the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business.

##### C. Tax Delinquent Contractors

The Village of Oak Park will not award a contract to any person or entity that is delinquent in the payment of any tax administered by the Illinois Department of Revenue or the Village of Oak Park unless the Contractor is contesting its liability for the tax or the amount of the tax in accordance with the procedures established by the appropriate revenue Act or Village ordinance.

IV.  
PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS

A. Award of Contract

The Village will select a vendor it determines most advantageous, considering cost, demonstrated competence, integrity, capacity to perform the services, and other qualifications for the type of services required. The Village also reserves the right to reject all proposals, to waive technicalities, and to accept any item of any proposal unless the bidder includes a restrictive limitation. The Village may choose to inspect, investigate and interview proposers before making a selection.

B. Preparation and Submission of Proposal

The proposal must be submitted on the forms furnished and delivered to the Department of Public Works by the specific time indicated on the cover page. Proposals arriving after the specified time will not be accepted. Mailed proposals which are delivered after the specified hour will not be accepted regardless of the post-marked time on the envelope. All blank spaces on the proposal form must be completed if applicable. The proposal must be signed by an authorized officer of the contractor entity. The proposal is contained in this document and must remain attached thereto when submitted.

Bidders are responsible for the costs of their proposal.

C. Bidder's Certification

Bidders and all proposed subcontractors must complete the Bidder Certification in Section VI of this RFP. If the bidder submits a false certification, the Village will disqualify the bidder from contracting, or if a contract has already been executed, it will be deemed void. If the false certification is made by a subcontractor, then the contractor's submitted bid will not be declared void if the contractor terminates the subcontract upon the Village's request after a finding that the subcontract's certification was false.

D. Taxes not Applicable

The Village of Oak Park, as a municipality, pays neither Federal Excise Tax nor Illinois Retailers Occupational Tax, and therefore these taxes should not be included in price quotations. The Village's tax exempt number is E9998-1823-06.

E. Withdrawal of Proposals

No bidder shall withdraw or cancel its proposal for a period of ninety (90) calendar days after the advertised closing time for the receipt of proposals. The successful bidder shall not withdraw or cancel its proposal after having been notified by the Public Works Department that its proposal has been accepted.

F. Familiarity with Scope of Services, Terms Conditions and Requirements

Bidders shall familiarize themselves with the full contents of this RFP and all conditions which affect their proposal or ability to complete the contract. Once a proposal has been submitted, the Bidder's failure to have read and understand all the conditions, instructions and specifications of this Request for Proposals shall not be cause to alter the terms of the contract or bid.

G. Interpretation of Contract Documents

Any bidder with a question on the meaning of any term of this Request for Proposals or on the scope or extent of the services or requirements may request clarification from the Village of Oak Park Forestry Superintendent. Contractors should make every effort to pose any such questions or requests for clarification as early as possible so that the question can be answered in time for the contractor to make its proposal by the deadline stated in this document.

In the event that the Village issues a written addendum either as a result of a change in the specifications or as substantive clarification of the terms of this RFP, the Village will provide a copy of such addendum to all prospective bidders in the same manner as this RFP was disseminated. The Village will not assume responsibility for receipt of such addendum. In all cases it will be the bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgment of receipt of each addendum issued with the proposal submission.

H. No Collusion

The bidder must disclose any person, firm or entity that has an interest in this contract, including subcontractors. If at any time it shall be found that Contractor has colluded with any other person, firm, or corporation in procuring this Contract, then Contractor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Contract shall, at the Village's option, be null and void.

I. References

Each proposal furnished to the Village of Oak Park must include the names of four (4) satisfied references in the suburban Cook County area in which the Proposer has performed similar services under contract within the last two (2) years. A form is attached for this purpose.

J. Contents of Proposals

Bidders shall complete all forms and required certifications contained in this document, and provide the Village with information which will allow the Village to assess the following:

- Size, history and financial and operational capacity of company and any other information which demonstrates the Contractor's ability, capacity and financial resources to perform the services.
- Technical competence
- Experience in landscaping operations
- Cost proposal on the Proposal Form
- Any information on the use of environmentally preferable supplies or services

The Village looks favorably on bidders who make efforts to use environmentally preferable supplies or services, including the use of vehicles and equipment that operate on Compressed Natural Gas (CNG).

Proposals shall contain the same level of information about proposed subcontractors as is provided for the bidder. Only pre-approved subcontractors will be permitted to perform the services.



REFERENCES

COMPANY #1 CHICAGO LOOP ALLIANCE  
ADDRESS 27 E. MONROE, SUITE 900A  
CHICAGO, IL 60603  
CONTACT LAURA JONES  
PHONE 312.782.9160  
WORK PERFORMED SEASONAL ROTATIONS & LANDSCAPE  
MAINTENANCE

COMPANY #2 CITY OF CHICAGO - DEPT. OF AVIATION  
ADDRESS AMC BUILDING, ROOM 223  
6201 S. LARAMIE, CHICAGO, IL 60638  
CONTACT FELIPE NAJATZ  
PHONE 773~896.5548  
WORK PERFORMED SEASONAL ROTATIONS, LANDSCAPE  
MAINTENANCE & INSTALLATION

COMPANY #3 CITY OF CHICAGO - DEPT. OF TRANSPORTATION  
ADDRESS 30 N. LASALLE ST. SUITE 400  
CHICAGO, IL 60602-2570  
CONTACT KEN MARTIN  
PHONE 312.744.1863  
WORK PERFORMED LANDSCAPE MAINTENANCE &  
INSTALLATION

COMPANY #4

CHICAGO PARK DISTRICT

ADDRESS

541 N. FAIRBANKS COURT

CHICAGO, IL 60611

CONTACT

PATRICK LEVAR

PHONE

312. 742. 4300

WORK PERFORMED

SEASONAL ROTATIONS &  
LANDSCAPE MAINTENANCE

VI.  
BIDDER CERTIFICATION

I, CONNIE RIVERA, (Print Name) being first duly sworn on oath, depose and state as follows:

1. I am the MANAGING MEMBER (title) of \_\_\_\_\_  
CITYESCAPE GARDEN & DESIGN, LLC (Company Name) and have the personal knowledge and authority to make this affidavit.
2. I have read the Village's RFP and understand its terms and conditions, including those related to Contractor Qualifications.
3. For purposes of establishing that the Bidder is not disqualified from entering into a contact with the Village of Oak Park, the bidder states that it has not been convicted of any laws related to:
  - o Procurement Ethics (30 ILCS 500/50-1)
  - o Public Contracting (720 ILCS 5/33E)
  - o Fraud, or a criminal offense or violation of any federal or State statutes, ordinances regulation, or rule relating to the submission of bids, proposals, or claims, or in connection with obtaining, attempting to obtain, or performing a private or public contract or subcontract
  - o Commission or attempted commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; or
  - o Commission or attempted commission of any other offense, or engaging in or attempting to engage in conduct indicating a lack of truthfulness, veracity, or honesty which affects the responsibility of the vendor
4. The bidder is not debarred from contracting with the State of Illinois or the City of Chicago.
5. The bidder has not breached or failed to perform under any contract with the Village.
6. The bidder does not owe any debt to the Village.
7. The bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or the Village of Oak Park, except for those it is contesting in accordance with the procedures established by the appropriate revenue Act or Village ordinance.

8. I have read and understand Chapter 13, Article 3 of the Oak Park Village Code relating to Fair Employment Practices.
9. The bidder 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. The attached EEO report is true and accurate
10. The only persons, firms, or corporations interested in this Contract are those disclosed to the Village in this bid. This bid is made without collusion with any other person, firm, or corporation.
11. If any of the above statements are not true, the following space is available to indicate which part is not true and to provide an explanation.

\_\_\_\_\_

\_\_\_\_\_

By: Connie Rivera  
Signature

Printed Name CONNIE RIVERA

Subscribed and sworn to  
before me this 19 day  
of March, 2014.

[Signature]  
(Notary Public)

Seal





## VII. E.E.O. REPORT

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages and applauds the efforts of bidders and subcontractors in taking affirmative action and providing 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.

All proposers and their subcontractors are required to complete the attached EEO report. Failure to include it with the proposal will disqualify the bid from consideration. A Federal EEO-1 report may be submitted in lieu of this report.

The following form must be completed in its entirety, notarized and included as part of the bid proposal document. Failure to respond truthfully to any question or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of a proposal. An incomplete form will disqualify your proposal. For assistance in completing this form, contact the Public Works Customer Service Center at 708-358-5700.

EEO REPORT

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

An EEO-1 Report may be submitted in lieu of this report.

Contractor Name CITY ESCAPE GARDEN & DESIGN, LLC  
 Total Employees 47

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities	
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander		
Officials & Managers	2	1	1										
Professionals	3	3	1										
Technicians	1		1										
Sales Workers	4	2	2		2								2
Office & Clerical	1		1										
Semi-Skilled	4	4			4								4
Laborers	32	32			32								32
Service Workers													
TOTAL	47	42	5		38								38
Management Trainees													
Apprentices													

This completed and notarized report must accompany your Bid. It should be attached to your Affidavit of Compliance. Failure to include it with your Bid will be disqualify you from consideration.

Connie Rivera, being first duly sworn, deposes and says that he/she is the Managing Member  
(Name of Person Making Affidavit) (Title or Officer)

of CITY ESCAPE and that the above EEO Report information is true and accurate and is submitted with the intent that it  
(Name of Entity)

be relied upon. Subscribed and sworn to before me this 19<sup>th</sup> day of March, 2014.  
(Date)

[Signature]  
(Signature)

\*\*\*\*\*  
"OFFICIAL SEAL"  
ANNE MARIE AIELLO  
Notary Public, State of Illinois  
My Commission Expires Oct. 05, 2014  
\*\*\*\*\*

VIII.  
AFFIDAVIT OF OWNERSHIP STRUCTURE, IDENTITY OF SUBCONTRACTORS,  
SUPPLIERS AND CONSULTANTS  
AND ALL PERSONS WHO ARE INTERESTED IN WORK

The bidder and all subcontractors must complete this affidavit, provide a Bidder's Certification in the form indicated in Section VI and provide an EEO report.

I, CONNIE RIVERA, (Print Name) being first duly sworn on oath, depose and state under penalties of perjury, as follows:

1. The name and address of the bidding entity is:

CITY ESCAPE GARDEN & DESIGN, LLC  
3022 W. LAKE ST.  
CHICAGO, IL 60612

2. I am the MANAGING MEMBER (title) of CITY ESCAPE GARDEN & DESIGN, LLC (Company Name) and have the personal knowledge and authority to make this affidavit.

3. The bidder is a certified (check if applicable):

MBE: \_\_\_\_\_

WBE: X

DBE: X

Attach a copy of any certification. Certification Expiration Date: 11-30-18 BOTH

4. The size of the firm's current stable work force is as follows:

Number of full-time employees: 8

Number of part-time employees: 39

5. The Bidding Company is organized as follows:

a. Corporation \_\_\_\_\_

b. Limited Liability Corporation X

c. A partnership \_\_\_\_\_

d. A sole proprietorship \_\_\_\_\_

6. If a corporation or an LLC, the entity is authorized to do business in the State of Illinois and the name and address of the registered agent is:

BARRY C. KESSLER & ASSOCIATES  
1275 MILWAUKEE AVE.  
SUITE 300  
GLENVIEW, IL 60025

7. If a partnership, the names and addresses of the partners are as follows:

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

8. If a sole proprietorship, the name of the sole proprietor is \_\_\_\_\_

\_\_\_\_\_

9. The name and address of any other individual, firm or entity that has an interest in this contract is:

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

10. The bidder will \_\_\_\_\_ / will not  be using any subcontractors in the performance of this contract to another firm.

11. The name and address of the proposed subcontractor is:

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

12. The facts and representations set forth in this affidavit are true and correct and no material facts have been omitted.

The Affiant Says Nothing Further

Connie Rivere

Signature

Connie Rivere

Print Name

3/19/14

Date

Subscribed and sworn before me this \_\_\_\_\_ day of March, 2014,

[Signature]

(SEAL)

Signature of Notary Public



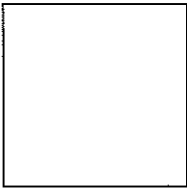
IX.  
NO PROPOSAL EXPLANATION

If your firm does not wish to submit a proposal for the attached contract, please return the proposal along with any comments you may have concerning this proposal or any related factors that prevented you from submitting a response.

Thank you.

PROPOSAL NO.: 14-107  
PROJECT NAME: VILLAGE OF OAK PARK  
2014 COMMERCIAL DISTRICT PLANTER PROGRAM

COMMENTS:



**Contract Bond**

\_\_\_\_\_, as PRINCIPAL,  
and \_\_\_\_\_ as SURETY, is held and  
firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ 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 performance 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 performing 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 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 \_\_\_\_\_, 2014.

**NAME OF PRINCIPAL**

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

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

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

Subscribed to and Sworn before me on the

\_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

**NAME OF SURETY**

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

Subscribed to and Sworn before me on the

\_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**VILLAGE OF OAK PARK**

\_\_\_\_\_  
Cara Pavlicek  
Village Manager

**Attest:**

\_\_\_\_\_  
Teresa Powell  
Village Clerk  
(Seal)

**BID BOND**  
(Percentage)

Bond No. 61969791

KNOW ALL PERSONS BY THESE PRESENTS, That we City Escape Garden & Design, LLC  
of 3022 West Lake St., Chicago, IL 60612

\_\_\_\_\_, hereinafter referred to as the Principal, and  
WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto Village of Oak Park

of \_\_\_\_\_, hereinafter referred to as the Obligee, in the amount of  
Five Percent of the Amount Bid  
( 5% ), for the payment of which we bind ourselves, our legal representatives,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for \_\_\_\_\_  
2014 Commercial Districk Planter Program

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 20th day of March, 2014.

Principal

City Escape Garden & Design, LLC

BY: Connie Rivera

Surety

WESTERN SURETY COMPANY

BY: Peggy S Stuegel  
Peggy S Stuegel, Attorney-in-Fact



# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 61969791

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Peggy S Striegel

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: City Escape Garden & Design, LLC

Obligee: Village of Oak Park

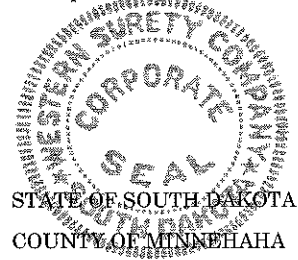
Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of June 20th, 2014, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 20th day of March, 2014.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 20th day of March, in the year 2014, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires August 11, 2016

*S. Petrik*

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 20th day of March, 2014.

WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

ACKNOWLEDGMENT OF SURETY  
(Attorney-in-Fact)

STATE OF Illinois  
COUNTY OF Madison } ss

Bond No. 61969791

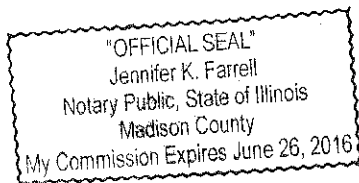
On this 17<sup>th</sup> day of March, 2014, before me, a notary public in and for said County, personally appeared Peggy S Striegel to me personally known and being by me duly sworn, did say, that he/she is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Peggy S Striegel acknowledges said instrument to be the free act and deed of said corporation and that he/she has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Edwardsville, IL, the day and year last above written.

My commission expires June 26, 2016

Jennifer K. Farrell

Notary Public





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

NOV 21 2013

Connie L. Rivera  
**City Escape Garden & Design, LLC.**  
3022 West Lake Street  
Chicago, IL 60612-1828

Dear Ms. Rivera:

We are pleased to inform you that **City Escape Garden & Design, LLC.** has been recertified as a **Woman Business Enterprise (WBE)** by the City of Chicago ("City"). This **WBE** certification is valid until **11/30/18**; 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. As a consequence, 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 **11/30/14, 11/30/15, 11/30/16, and 11/30/17**. 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 **11/30/18**. 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 **09/30/2018**.

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;
- 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 Code(s)**

**444220 - Garden Centers**

**541320 - Landscape Architectural Services**

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

**561790 - Snow Plowing Driveways and Parking Lots**

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

Your firm's participation on City contracts will be credited only toward **Woman Business Enterprise** goals in your area(s) 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 Woman Business Enterprise (WBE) Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/ta



NOV 21 2013

DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

Connie L. Rivera  
**City Escape Garden & Design, LLC.**  
3022 West Lake Street  
Chicago, IL 60612-1828

Dear Ms. Rivera:

The City of Chicago, your host agency, is pleased to notify you that your firm, **City Escape Garden & Design, LLC.** has met the requirements for certification as a **Disadvantaged Business Enterprise (DBE)** in accordance with the governing federal regulations, 49 CFR part 26.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra, and Pace.

Your certification is approved, subject to a review of **Continued Eligibility on November 30, 2018.** To remain certified with the IL UCP you must submit a *No Change Affidavit* each year. Notification will be sent to you **sixty (60) days** prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency **within thirty (30) days** of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR 26.83(i).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

**NAICS Code(s)**

**444220 - Garden Centers**

**541320 - Landscape Architectural Services**

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

**561790 - Snow Plowing Driveways and Parking Lots**

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

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at [www.dot.state.il.us/ucp/ucp.html](http://www.dot.state.il.us/ucp/ucp.html).

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

90

**Please note:**

- This certification does not attest to your firm's abilities to perform in the approved category (ies).
- Your certification may be revoked if your firm is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 26.55. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.

**For All Non Trucking Firms:**

- Firms seeking work with IDOT as a prime or sub-consultant in specialized engineering categories must be prequalified by IDOT's Bureau of Design and Environment.
- Firms seeking work with IDOT, as a prime construction contractor must be prequalified by IDOT's Bureau of Construction.

**For All Trucking Firms:**

- All DBE trucking firms must own at least one truck. The truck must be operable and capable of hauling materials specific to the contract. The owned truck(s) must be used prior to utilizing leased truck(s).
- The DBE trucking firm receives goal credit for the total value of the transportation service it provides on the contract using trucks it owns, insures and operates and using drivers it employs.
- The DBE trucking firm, which leases trucks from another DBE trucking firm, receives goal credit for the total value of the transportation services the lessee DBE provides on the contract.
- When a DBE trucking firm leases from a non-DBE trucking firm, the goal credit is limited to the fee or commission the DBE receives as a result of the lease arrangement. The fee or commission shall be reasonable and shall be indicated on the lease.
- For any credit to be allowed for leased trucks, the leases must be properly filed with the Illinois Commerce Commission (ILCC), and indicate that the DBE has exclusive use and control over the truck(s). Leased trucks must visibly display the name and ILCC number of the DBE trucking firm.

Please direct all inquiries and any questions to the City of Chicago Disadvantaged Business Enterprise Program at 312-744-1929.

Sincerely,

  
Jamie L. Rhee  
Chief Procurement Officer

JLR/ta



## **About CityEscape Garden & Design, LLC**

CityEscape Garden & Design LLC was created by Connie Rivera in 2003 with a passion for transforming outdoor and indoor landscapes. Located in the City of Chicago, just 10 minutes from the Loop, CityEscape is both a full-service Retail Garden Center and a Design-Build-Maintenance Landscape and Interiorscape company. It is dedicated to the success of every customer and client and is committed to providing excellent service to meet the needs of clients in a professional manner. The business accomplishes this by having an experienced, creative, and knowledgeable staff that assists with every aspect of outdoor or indoor space needs and desires.

CityEscape is certified with the City of Chicago as a Women Business Enterprise (WBE).

### **Company Philosophy**

- **Market Focus -**

The maintenance department of CityEscape's Landscape Division focuses on Chicagoland commercial, municipal, and residential properties. With this market in mind, we have designed our services to be reliable, flexible, and efficient.

- **Intimate, Boutique-Style Service -**

We offer high quality service in the style of a boutique firm, yet have the capabilities of a large company. From the first consultation, our skilled and creative designers work to create ideas that reflect your vision and budget. This attention has rewarded us with long-term client relationships, client referrals, and repeat business.

- **Commitment to Landscape Services -**

CityEscape is fully committed to support the Landscape Division's continued growth. Our resources are readily accessible to the Landscape Design/Maintenance Department. In addition, our in-house Landscape Architects are experienced in addressing specific areas of design such as streetscape, green roof tops, and sustainable landscaping. We work with a wide range of consultants to handle specific needs such as irrigation, lighting, and arboriculture.

## **Landscape Services**

### **CityEscape's Landscape Design-Build**

Every landscape reflects our clients' desires and lifestyle - making it functional as well as beautiful.

Our landscape Design-Build services include:

- Landscape Design
- Client Consultation
- Site Inspection & Topographical Analysis
- Hand Drawn or Computer Generated Graphic Design
- Detailed Plant Specification
- Final Plan & Elevation Renderings
- Stone & Brick Patios/Walkways
- Retaining Walls
- Natural Stone Features
- Water Features
- Management of Subcontractor Services
- Custom Irrigation
- Custom Lighting
- Hardscape Installation
- Renovation
  - Develop New Design
  - Remove Specified Plants
  - Prune Remaining Plants
  - Install & Construct Per Plan
  - Add Soil Amendments
- Nutrition
  - Soil Analysis for Nutrients
- Plant Installation
  - Custom Plant Specification & Selection
  - Complete Bed Construction
  - Plants Obtained from Local Growers
  - Finished Installation with Shredded Mulch

### **CityEscape's Landscape Maintenance**

Maintaining your property is an investment. For a landscape to sustain its beauty, it is critical for regular maintenance to happen on a planned schedule. Through our full-service capabilities for both commercial and residential clients, we assure that problems are solved, goals are achieved, consultations are provided, and maintenance schedules are performed accurately, promptly, and dependably. The bottom lines are accountability and a beautifully sustained outdoor or indoor impression.

Our landscape maintenance services include:

- Grooming
  - Mowing, Edging, Pruning, Weeding
- Nutrition
  - Applications of Fertilizers, Nutrients & Supplemental Watering
- Protection
  - Weed, Insect and Disease Control
- Snow Removal
- Repair and Renovation
  - Aeration, Plant, and Turf Replacement

## **Landscape Maintenance Experience**

As the Landscape Maintenance Firm for both Chicago Airports and numerous commercial and municipal properties, we have developed a unique set of capabilities to serve these accounts. Some of our current and past clients include:

- *Water Tower Park* - Annual plantings, On-going Maintenance
- *209 East Lake Shore Drive*- Terrace Seasonal Rotation, On-going Maintenance
- *University Center* - Rotational Interiorscaping, Streetscape & Terrace Seasonal Rotation and On-going Maintenance
- *250 East Pearson* - Streetscape Design and Installation, On-Going Maintenance, Seasonal Rotation in Planters
- *270 East Pearson* - Streetscape Design and Installation, On-Going Maintenance, Seasonal Rotation in Planters, Weekly Floral
- *1540 North Lakeshore Drive* - Design, Seasonal Rotation, On-Going Maintenance
- *3500 North Lakeshore Drive* - Design, Seasonal Rotation, On-Going Maintenance
- *3520 North Lakeshore Drive* - Design, Seasonal Rotation, On-Going Maintenance
- *200 East Delaware* - Design, Seasonal Rotation, On-Going Maintenance
- *227 East Delaware* - Design, Seasonal Rotation, On-Going Maintenance
- *Chicago Loop Alliance - State Street (Wacker to Congress)* - Design, Seasonal Rotation, On-Going Maintenance
- *Wright College – Interiorscape*
- *Grant Park- Landscape Maintenance*
- *Museum Campus- Landscape Maintenance*
- *South Lake Shore Drive-Landscape Maintenance*
- *North Lake Shore Drive- Landscape maintenance*
- *O'Hare Airport – Comprehensive Landscape Services and Interiorscape*
- *Midway Airport – Comprehensive Landscape Services and Interiorscape*

## **Interiorscape Services**

CityEscape has been providing interior plant installation and maintenance services to our landscape clients and the Chicago airports for the last five years. Consistent, quality maintenance from our professional and experienced staff ensures that the plants we care for remain in top condition and continue to enhance any facility. Every interior plant design is customized to the client's needs and our design staff takes into consideration the aesthetics and requirements of each facility. Plants are selected and placed based on the amount of light, traffic, and style of facility. CityEscape also offers a custom blooming/flowering plant program.

## **Why CityEscape?**

- ✓ Intimate Care and Attention from a Professional Staff
- ✓ All Your Needs Met in One Place
- ✓ Experienced and Creative Design Staff
- ✓ Competitive Value Pricing
- ✓ Accountability Guarantee

**References are available upon request.**