



Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

| | |
|-------------|--------------------------------|
| File Number | 00865842 |
| Entity Name | CITYESCAPE GARDEN & DESIGN LLC |
| Status | ACTIVE |

| |
|---|
| Entity Information |
| Principal Office 3022 W LAKE ST CHICAGO, IL 60612 |
| Entity Type LLC |
| Type of LLC Domestic |
| Organization/Admission Date Thursday, 20 February 2003 |
| Jurisdiction IL |
| Duration Monday, 31 December 2029 |

| |
|--------------------------|
| Agent Information |
|--------------------------|

| |
|--|
| Name BARRY C. KESSLER |
| Address 1275 MILWAUKEE AVE STE 300 GLENVIEW , IL 60025 |
| Change Date Thursday, 31 January 2013 |
| |

| |
|--|
| Annual Report |
| For Year 2022 |
| Filing Date Wednesday, 29 December 2021 |
| |

| |
|--|
| Managers |
| Name Address RIVERA, CONNIE L 219 E LAKE SHORE DRIVE #11AB CHICAGO, IL 60611 |
| |

| |
|------------------------------------|
| Series Name |
| NOT AUTHORIZED TO ESTABLISH SERIES |
| |

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

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

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



December 14, 2021

Grant Jones
Forestry Superintendent
Village of Oak Park
Department of Public Works
201 South Boulevard
Oak Park, IL 60302

Re: Contract Price Adjustment for Village of Oak Park 2021 Comprehensive Landscape Maintenance Contract

Dear Grant:

Pursuant to SECTION II BID INSTRUCTIONS, TERMS AND CONDITIONS (Contract Renewal) of the above-referenced contract between City Escape Garden & Design, LLC and the Village of Oak Park, City Escape requests a 5% price increase for the 2022 Contract Renewal. This price adjustment is based upon the percentage of change of the CPI published in September as compared to the September index for the previous year. Attached please find the table reflecting the proposed price increase.


Your consideration of this request is appreciated.

Sincerely,

A handwritten signature in black ink that reads "Connie Rivera". The signature is written in a cursive, flowing style.

Connie Rivera
City Escape Garden & Design

Databases, Tables & Calculators by Subject

Change Output Options: From: To:
 include graphs include annual averages [More Formatting Options](#) 

Data extracted on: October 19, 2021 (11:33:22 AM)

CPI 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

Download:  [xlsx](#)

| Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Annual | HALF1 | HALF2 |
|------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 2011 | 209.016 | 210.106 | 212.256 | 213.633 | 215.358 | 215.325 | 214.437 | 214.740 | 215.005 | 214.145 | 213.704 | 212.597 | 213.360 | 212.616 | 214.105 |
| 2012 | 214.298 | 214.022 | 217.065 | 217.174 | 216.829 | 216.311 | 215.690 | 217.378 | 218.243 | 217.725 | 216.638 | 215.947 | 216.443 | 215.950 | 216.937 |
| 2013 | 216.137 | 218.905 | 218.763 | 218.875 | 220.196 | 220.386 | 219.498 | 219.479 | 219.301 | 218.375 | 217.397 | 216.916 | 218.686 | 218.877 | 218.494 |
| 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 | | | | | 242.441 | |

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 |
|------|------|------|------|------|------|------|------|------|------|------|------|------|--------|-------|-------|
| 2011 | 1.7 | 2.2 | 2.8 | 3.5 | 4.2 | 4.6 | 3.9 | 4.1 | 3.9 | 3.5 | 3.4 | 2.5 | 3.4 | 3.2 | 3.6 |
| 2012 | 2.5 | 1.9 | 2.3 | 1.7 | 0.7 | 0.5 | 0.6 | 1.2 | 1.5 | 1.7 | 1.4 | 1.6 | 1.4 | 1.6 | 1.3 |
| 2013 | 0.9 | 2.3 | 0.8 | 0.8 | 1.6 | 1.9 | 1.8 | 1.0 | 0.5 | 0.3 | 0.4 | 0.4 | 1.0 | 1.4 | 0.7 |
| 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 | | | | | 3.5 | |

*Item 7.
Approved*

[Sign In](#)



Regular Village Board meetings are held at 7:30 p.m., the first and third Mondays of each month in Council Chambers of Village Hall, 123 Madison St. When a regular meeting falls on a holiday, the meeting typically is held the following night. The Village Board also meets in special sessions, usually on the second and fourth Monday. However, dates and times of special meetings can vary and may change.

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| | | | |
|---------------------|---|----------------------|---------------------------------|
| File #: | RES 21-57 | Name: | |
| Type: | Resolution | Status: | Consent Agenda |
| | | In control: | President and Board of Trustees |
| On agenda: | 2/16/2021 | Final action: | |
| Title: | A Resolution Approving the Renewal of the Independent Contractor Agreement with CityEscape Garden & Design LLC for Village Wide Regular Landscape Maintenance Services in 2021 in an Amount Not to exceed \$95,000.00 and Authorizing its Execution | | |
| Attachments: | 1. Resolution-Regular Landscape-City Escape , 2. Renewal City Escape , 3. Attachments - City Escape - Regular Landscape Renewal | | |

[History \(0\)](#) [Text](#)

Submitted By

John P. Wielebnicki, Public Works Director

Reviewed By

LKS

Agenda Item Title

A Resolution Approving the Renewal of the Independent Contractor Agreement with CityEscape Garden & Design LLC for Village Wide Regular Landscape Maintenance Services in 2021 in an Amount Not to exceed \$95,000.00 and Authorizing its Execution

Overview

This agenda item is for the Regular Landscape Maintenance program for 2021. The Village maintains the landscaping on approximately 180 sites across the Village. It is proposed to renew the existing agreement with CityEscape Garden & Design LLC, of Chicago, IL. This is the first of two annual renewals included in the original agreement.

Recommendation

Approve the Resolution.

Fiscal Impact

For this work, the Fiscal Year 2021 budget General Fund, General Contractuals account no. 1001-43800-742-530660 provides \$90,000.00 for Regular Landscape Maintenance and \$5,000.00 for Private Property Landscape Violation Repairs for a total available amount of \$95,000.00.

Background

The Village maintains the landscaping on approximately 180 sites across the Village. These sites include: Village owned properties, medians, cul-de-sacs, diverters, and parking lots. The Village staff, business owners, and residents place high importance on the quality and cleanliness of sites.

Monthly maintenance work included in this contract includes: mowing/trimming, fertilization, weed control and shrub maintenance in turf areas and planter bed areas. Work also includes restoring private property landscape violations as determined by the Development Customer Services Department and various fence repairs of planter bed areas.

CityEscape Garden & Design successfully completed this work in 2020. They are a quality contractor who provides excellent service.

Village staff request to exercise the first of the two possible renewals outlined in the original contract for 2021.

Alternatives

The Board can delay action to gain additional information.

Previous Board Action

The Village Board has approved Independent Contractor Agreements for this type of work annually. In 2020 the Village board approved an agreement with a not to exceed amount of \$135,000.00.

The scope of work has been reduced in 2021, this renewal is the first of two included with the original agreement with CityEscape Garden & Design LLC.

Citizen Advisory Commission Action

N/A.

Anticipated Future Actions/Commitments

It is anticipated that this work will continue to be performed by contractors thus requiring Village Board approval.

Intergovernmental Cooperation Opportunities

To date, no local intergovernmental programs have been established to jointly bid out this work.

ORIGINAL

RESOLUTION

A RESOLUTION APPROVING THE RENEWAL OF THE INDEPENDENT CONTRACTOR AGREEMENT WITH CITYESCAPE GARDEN & DESIGN LLC FOR VILLAGE WIDE REGULAR LANDSCAPE MAINTENANCE SERVICES IN 2021 IN AN AMOUNT NOT TO EXCEED \$95,000.00 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 Renewal of the Independent Contractor Agreement ("Renewal") with CityEscape Garden & Design LLC of Chicago, Illinois, for regular landscape maintenance services in 2021 in an amount not to exceed \$95,000.00 is approved and the Village Manager is authorized to execute the Renewal 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 16th day of February, 2021, pursuant to a roll call vote as follows:

| Voting | Aye | Nay | Abstain | Absent |
|---------------------------|-----|-----|---------|--------|
| President Abu-Taleb | ✓ | | | |
| Trustee Andrews | ✓ | | | |
| Trustee Boutet | ✓ | | | |
| Trustee Buchanan | ✓ | | | |
| Trustee Moroney | ✓ | | | |
| Trustee Taglia | ✓ | | | |
| Trustee Walker-Peddakotla | | ✓ | | |

APPROVED this 16th day of February, 2021.


Anan Abu-Taleb, Village President

ATTEST



Vicki Scaman, Village Clerk

ORIGINAL

**RENEWAL OF THE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
THE VILLAGE OF OAK PARK AND CITYESCAPE GARDEN & DESIGN LLC
FOR VILLAGE WIDE REGULAR LANDSCAPE MAINTENANCE SERVICES IN 2021
IN AN AMOUNT NOT TO EXCEED \$95,000.00**

THIS RENEWAL OF THE INDEPENDENT CONTRACTOR AGREEMENT DATED FEBRUARY 13, 2020 (hereinafter "Renewal") between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the "Village"), and CityEscape Garden & Design LLC (hereinafter the "Contractor") is entered into as of the effective date set forth below (collectively referred to as the "Parties").

RECITALS

WHEREAS, the Parties previously entered into an Independent Contractor Agreement dated February 13, 2020 ("Agreement"); and

WHEREAS, the Parties seek to renew the Agreement pursuant to the terms of the Agreement in an amount not to exceed \$95,000.00.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

1. **RECITALS INCORPORATED.** The above recitals are incorporated herein as though fully set forth.
2. **RENEWAL OF AGREEMENT.** The Agreement between the Parties is hereby renewed pursuant to the terms of the Agreement from the date of execution of this renewal to December 31, 2021.
3. **OTHER PROVISIONS OF THE AGREEMENT TO REMAIN IN EFFECT.** All other terms and conditions of the Agreement shall remain in full force and effect.
4. **EFFECTIVE DATE.** This Renewal shall be effective on the date of its execution by the Village Manager of the Village of Oak Park.

**[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

Cara Pavlicek
By: Cara Pavlicek
Its: Village Manager

Connie Rivera
By: Connie Rivera
Its: Managing Member

Dated: 2/23, 2021

Dated: 3.15, 2021

ATTEST

ATTEST

Vicki Scaman
By: Vicki Scaman
Its: Village Clerk

Rebecca G. Oetjen
By: Rebecca G. Oetjen
Its: Account Manager

Dated: 2/23, 2021

Dated: 3.15., 2021

**REVIEWED AND APPROVED
AS TO FORM**

FEB 17 2021

[Signature]
LAW DEPARTMENT

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: February 23, 2021

Amount: \$25,000.00

Description (Name and location):

Village Wide Regular Landscape Maintenance.

BOND

Date (Not earlier than Construction Contract Date): February 23, 2021

Amount: \$25,000.00

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

SURETY

Company: (Corporate Seal)
THE CINCINNATI INSURANCE COMPANY

Signature: [Signature]
Name and Title: Jim Koup
Attorney in Fact

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

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

Oaklane Insurance Agency
333 Il Route 83 Ste 200
Mundelein, IL

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 charges of time, to the Construction Contractor 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 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.

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:

(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: _____

Name and Title:

Address:

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title: *Jim Kout, Esq.*
ATTORNEY IN FACT

Address: *333 E RT 83*
Mundelein, IL 60060

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



CITY-C1

OP ID: KAT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/2021

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

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

| | | | | |
|--|--------------|--|---|-----------------------------|
| PRODUCER Oaklane Insurance Agency 333 Highway 83 Suite 200 Mundelein, IL 60060 John Brandl | 847-393-7922 | | CONTACT John Brandl NAME: | |
| | | | PHONE (A/C, No, Ext): 847-393-7922 | FAX (A/C, No): 847-393-7798 |
| INSURED City Escape Garden & Design LL CGD Properties LLC 3022 West Lake St Chicago, IL 60612 | | | | |
| | | | INSURER(S) AFFORDING COVERAGE | |
| | | | INSURER A: Cincinnati Insurance Company | |
| | | | NAIC # 10677 | |
| INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | | | | |


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD 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 <input checked="" type="checkbox"/> Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | ENP0380161 ENP0380161 ENP0380161 | 04/01/2020 04/01/2020 04/01/2020 | 04/01/2021 04/01/2021 04/01/2021 | 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 |
| A | <input checked="" type="checkbox"/> 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 | | EBA0380161 | 04/01/2020 | 04/01/2021 | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | ENP0380161 | 04/01/2020 | 04/01/2021 | |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N/A | EW0573128 | 04/01/2020 | 04/01/2021 | |
| A | Property Section | | ENP0380161 | 04/01/2020 | 04/01/2021 | |

Updated certs will be sent upon renewal.

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

| | |
|---|---|
| CERTIFICATE HOLDER VILLAGO Village of Oak Park 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  |

NOTEPAD:HOLDER CODE VILLAGO
INSURED'S NAME City Escape Garden & Design LLCITY-C1
OP ID: KATPAGE 2
Date 03/05/2021

The Village and its officers, officials, employees, agents, and volunteers is additional insured in regard to general liability and automobile liability on a primary noncontributory basis as required by written contract. General liability, automobile liability, and workers compensation waives subrogation in favor of additional insureds as required by written contract.
30 day notice of cancellation applies

Approved



[Sign In](#)

Regular Village Board meetings are held at 7:30 p.m., the first and third Mondays of each month in Council Chambers of Village Hall, 123 Madison St. When a regular meeting falls on a holiday, the meeting typically is held the following night. The Village Board also meets in special sessions, usually on the second and fourth Monday. However, dates and times of special meetings can vary and may change.

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| | | | |
|------------|------------|---------------|---------------------------------|
| File #: | RES 20-056 | Name: | |
| Type: | Resolution | Status: | Regular Agenda |
| | | In control: | President and Board of Trustees |
| On agenda: | 2/10/2020 | Final action: | |

Title: A Resolution Approving an Independent Contractor Agreement with CityEscape Garden and Design, LLC for Village Wide Regular Landscape Maintenance Services in 2020 in an Amount Not to Exceed \$135,000.00 and Authorizing its Execution

Attachments: 1. Resolution - CityEscape - Regular Landscape Maintenance, 2. Independent Contractor Agreement- CityEscape, 3. Attachment - Regular Landscaping - Bid Summary - CityEscape, 4. Attachment - Regular Landscaping - RFB - CityEscape, 5. Attachment - Regular Landscaping - SOS - CityEscape

History (0) Text

Submitted By
John P. Wielebnicki, Public Works Director

Reviewed By
LKS

Agenda Item Title
A Resolution Approving an Independent Contractor Agreement with CityEscape Garden and Design, LLC for Village Wide Regular Landscape Maintenance Services in 2020 in an Amount Not to Exceed \$135,000.00 and Authorizing its Execution

Overview
This agenda item is for the Regular Landscape Maintenance program for 2020 and is proposed to be awarded to the low responsive bidder, CityEscape Garden and Design, LLC of Chicago, IL. The Village maintains the landscaping on approximately 180 sites across the Village.

Previous Board Action

The Village Board 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 this work will continue to be performed by contractors thus requiring Village Board approval.

Intergovernmental Cooperation Opportunities

To date, no local intergovernmental programs have been established to jointly bid out this work.

RESOLUTION

A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT WITH CITYESCAPE GARDEN & DESIGN LLC FOR VILLAGE WIDE REGULAR LANDSCAPE MAINTENANCE SERVICES IN 2020 IN AN AMOUNT NOT TO EXCEED \$135,000.00 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") for Village Wide Regular Landscape Maintenance Services in 2020 with CityEscape Garden and Design, LLC in an amount not to exceed \$135,000.00 is approved 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 10th day of February, 2020, pursuant to a roll call vote as follows:

| Voting | Aye | Nay | Abstain | Absent |
|---------------------------|-----|-----|---------|--------|
| President Abu-Taleb | ✓ | | | |
| Trustee Andrews | ✓ | | | |
| Trustee Boutet | ✓ | | | |
| Trustee Buchanan | ✓ | | | |
| Trustee Moroney | ✓ | | | |
| Trustee Taglia | ✓ | | | |
| Trustee Walker-Peddakotla | ✓ | | | |

APPROVED this 10th day of February, 2020.


Anan Abu-Taleb, Village President

ATTEST

Vicki Scaman, Village Clerk



INDEPENDENT CONTRACTOR AGREEMENT

13 THIS INDEPENDENT CONTRACTOR AGREEMENT ("Contract") is entered into on this day of February, 2020, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the "Village"), and CityEscape Garden and Design, LLC, an Illinois limited liability company (hereinafter the "Contractor").

WHEREAS, Contractor submitted a Bid dated October 21, 2019, a copy of which is attached hereto and incorporated herein by reference, to provide Village Wide Regular Landscape Maintenance (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 Proposals dated October 9, 2019, 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 (hereinafter referred to as the "Work"); and

WHEREAS, it is the intent of the Village and Contractor that 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 Proposal in an amount not to exceed \$135,000.00 ("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 12 of this Agreement.

The Village's Public Works Director 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 12 of this Agreement.

4. TERM OF CONTRACT

Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and ending on December 31, 2020. The term of this Contract may

be renewed in writing for two (2) additional one (1)-year periods of time pursuant to the consent of the parties.

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) 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 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 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 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 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 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 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 12 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 12 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. 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, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

8. 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 (attorney's and paralegal's 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 and its officers, officials, employees, volunteers and agents would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village and 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 or disability benefit acts or employee benefit acts.

9. 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 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 work is subcontracted pursuant to the provisions of this Contract, the Contractor shall require each subcontractor similarly to provide worker's compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Worker's 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 and 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, 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.

10. 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, 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.

11. AFFIDAVIT OR CERTIFICATE

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

12. 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 email or personal service 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
Email: villagemanager@oak-park.us

To the Contractor:

Connie Rivera
CityEscape Garden and Design, LLC
3022 W. Lake Street
Chicago, Illinois 60612
Email: 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.

13. 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.

14. 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.

15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract of 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.

16. 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.

17. CONTRACT BOND

Before commencing the work on the Project, Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount twenty five thousand (\$25,000.00) dollars 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 responsible proposer or re-advertise for proposals. A charge against Contractor may be made for the difference between the amount of Contractor's Proposal 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. COOPERATION OF THE PARTIES

The Village and the 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. The Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

24. 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/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

25. 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.

26. 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.

27. 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, 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 days and dates set forth below.

VILLAGE OF OAK PARK

CITYSCAPE GARDEN AND DESIGN, LLC

Cara Pavlicek

Connie Rivera

By: Cara Pavlicek
Its: Village Manager

By: CONNIE RIVERA
Its: MANAGING MEMBER

Date: 2/13, 2020

Date: 2/21, 2020

ATTEST

ATTEST

Vicki Scaman

Bucky Estro

By: Vicki Scaman
Its: Village Clerk

By: Bucky Estro
Its: Accountant

Date: 2/13, 2020

Date: 2/21/20, 2020

REVIEWED AND APPROVED

A STOP ORDER

[Signature]
FEB 14 2020

TAS DEPARTMENT

| Village of Oak Park 2020 Regular Landscape Maintenance Bid Summary | | | | | | | | | | | | | | | |
|---|--------------------------|------------------------|-----------------|------------------------|------------------------|------------------------|----------------|------------------------|------------------------|----------------|------------------------|-----------------------------|------------------------|-------------|-------------|
| A & B Landscaping Inc. | | | | | Alvarez, Inc. | | | | Christy Webber | | | Cityscape Garden and Design | | | |
| Maintenance Type | Estimated Area (sq. yd.) | Bid Price Sq Yd /month | Total per Month | Total per Year | Bid Price Sq Yd /month | Total per Month | Total per Year | Bid Price Sq Yd /month | Total per Month | Total per Year | Bid Price Sq Yd /month | Total per Month | Total per Year | | |
| 1 | Turf Area | 49,324.00 | No Bid | No Bid | No Bid | DSQ | DSQ | DSQ | No Bid | No Bid | No Bid | \$0.10 | \$4,932.40 | \$39,459.20 | |
| 2 | Planter Bed Area | 16,379.00 | No Bid | No Bid | No Bid | DSQ | DSQ | DSQ | No Bid | No Bid | No Bid | \$0.20 | \$3,275.80 | \$26,206.40 | |
| 3 | Spring Clean-up | | | No Bid | | | DSQ | | | | No Bid | | | \$15,398.00 | |
| 4 | Fall Clean-up | | | No Bid | | | DSQ | | | | No Bid | | | \$4,696.00 | |
| | | | | Total for year: | No Bid | Total for year: | | DSQ | Total for year: | | | No Bid | Total for year: | | \$85,759.60 |
| Cleanstate Chicago | | | | | Landscape Concepts | | | | McAdam Landscape | | | Topiarius | | | |
| Maintenance Type | Estimated Area (sq. yd.) | Bid Price Sq Yd /month | Total per Month | Total per Year | Bid Price Sq Yd /month | Total per Month | Total per Year | Bid Price Sq Yd /month | Total per Month | Total per Year | Bid Price Sq Yd /month | Total per Month | Total per Year | | |
| 1 | Turf Area | 49,324.00 | No Bid | No Bid | No Bid | \$0.10 | \$4,932.40 | \$39,459.20 | \$0.15 | \$7,398.60 | \$59,188.80 | No Bid | No Bid | No Bid | |
| 2 | Planter Bed Area | 16,379.00 | No Bid | No Bid | No Bid | \$0.13 | \$2,129.27 | \$17,034.16 | \$0.12 | \$1,965.48 | \$15,713.84 | No Bid | No Bid | No Bid | |
| 3 | Spring Clean-up | | | No Bid | | | \$50,340.00 | | | | \$6,260.00 | | | No Bid | |
| 4 | Fall Clean-up | | | No Bid | | | \$5,780.00 | | | | \$6,760.00 | | | No Bid | |
| | | | | Total for year: | No Bid | Total for year: | | \$112,613.36 | Total for year: | | | \$87,912.64 | Total for year: | | No Bid |

Alvarez Landscaping disqualified for failure to complete required bid documents



Search Cyberdrive.illinois.com



Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

| | |
|-------------|--------------------------------|
| File Number | 00865842 |
| Entity Name | CITYESCAPE GARDEN 3 DESIGN LLC |
| Status | ACTIVE |

Entity Information

| | |
|-----------------------------|------------------------------------|
| Principal Office | 3022 W LAKE ST CHICAGO IL 60612 |
| Entity Type | LLC |
| Type of LLC | Domestic |
| Organization/Admission Date | Thursday 20 February 2003 |
| Jurisdiction | IL |
| Duration | Monday 31 December 2029 |

Agent Information

| | |
|-------------|--|
| Name | BARRY C FESSLER |
| Address | 1275 MILWAUKEE AVE STE 300 GLENVIEW, IL 60025 |
| Change Date | Thursday 31 January 2003 |

Annual Report

| | |
|-------------|------------|
| For Year | 2003 |
| Filing Date | 02/20/2003 |

Managers

| | |
|---------|--|
| Name | RIVERA COMUEL |
| Address | 219 E LAKE SHORE DRIVE #117B CHICAGO IL 60611 |

Series Name

NOT AUTHORIZED TO ESTABLISH SERIES

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
123 MADISON ST
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: February 25, 2020

Amount: \$25,000.00

Description (Name and location):

VOP 2020 Comprehensive Landscape Maintenance.

BOND

Date (Not earlier than Construction Contract Date): February 25, 2020

Amount: \$25,000.00

Modifications to this Bond:

None

See Section 18

CONTRACTOR AS PRINCIPAL

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

Signature: Connie A. Neale

Name and Title: Connie A. Neale
Managing Member

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

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

Oaklane Insurance Agency
333 Il Route 83 Ste 200
Mundelein, IL

SURETY

Company: (Corporate Seal)
THE CINCINNATI INSURANCE COMPANY

Signature: Cathy B. Asco

Name and Title: Cathy B. Asco
ATTORNEY IN FACT

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 his 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 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.

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:

(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: _____

Name and Title:

Address:

SURETY

Company: _____ (Corporate Seal)

Signature: Cathy Biasco

Name and Title: Cathy Biasco
ATTORNEY IN FACT

Address: 333 RT 53
MUNDELE IL 60060

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Cathy Blasco, Jim Kulp, John Brandl,

of Mundelein, IL its true and lawful Attorney(s) in Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Ten Million Dollars and 00/100 (\$10,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any 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."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973:

"RESOLVED, that the signature of the President or a 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 Secretary 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 CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



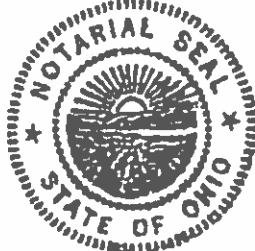
THE CINCINNATI INSURANCE COMPANY

Stacy A. Dent

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation



Mark J. Huller

MARK J. HULLER, 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 Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, 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 Company at Fairfield, Ohio
this _____ day of _____

Scott R. Boen

Assistant Secretary



RESOLUTION

A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT WITH CITYESCAPE GARDEN & DESIGN LLC FOR VILLAGE WIDE REGULAR LANDSCAPE MAINTENANCE SERVICES IN 2020 IN AN AMOUNT NOT TO EXCEED \$135,000.00 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") for Village Wide Regular Landscape Maintenance Services in 2020 with CityEscape Garden and Design, LLC in an amount not to exceed \$135,000.00 is approved 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 10th day of February, 2020, pursuant to a roll call vote as follows:

| Voting | Aye | Nay | Abstain | Absent |
|---------------------------|-----|-----|---------|--------|
| President Abu-Taleb | ✓ | | | |
| Trustee Andrews | ✓ | | | |
| Trustee Boutet | ✓ | | | |
| Trustee Buchanan | ✓ | | | |
| Trustee Moroney | ✓ | | | |
| Trustee Taglia | ✓ | | | |
| Trustee Walker-Peddakotla | ✓ | | | |

APPROVED this 10th day of February, 2020.


Anan Abu-Taleb, Village President

ATTEST

Vicki Scaman, Village Clerk



CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Oaklane Insurance Agency
333 Highway 83 Suite 200
Mundelein, IL 60060
John Brandl

847-393-7922

CONTACT NAME: John Brandl

PHONE (A/C, No, Ext): 847-393-7922

FAX (A/C, No): 847-393-7798

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Cincinnati Insurance Company

10677

INSURER B: Berkshire Hathaway Guard

11981

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
City Escape Garden & Design LL
3022 West Lake St
Chicago, IL 60612

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR (NSD, 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"/> EPLI GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | ENP0380161 EMP0444311 | 04/01/2019 04/01/2019 | 04/01/2020 04/01/2020 | 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 EPLI \$ 500,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | EBA0380161 | 04/01/2019 | 04/01/2020 | 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 RETENTION \$ | | ENP0380161 | 04/01/2019 | 04/01/2020 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| B | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below | | CIWC974392 | 04/01/2019 | 04/01/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000 |
| A | Property Section | | ENP0380161 | 04/01/2019 | 04/01/2020 | BLDG \$ 1,981,133 BPP \$ 515,000 |

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

THE VILLAGE OF OAK PARK, IT SOFFICERS, OFFICIALS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSURED IN REGARD TO GENERAL LIABILITY AND AUTO LIABILITY AS REQUIRED BY CONTRACT

CERTIFICATE HOLDER

CANCELLATION

VILLOOK

Village of Oak Park
123 Madison St
Oak Park, IL 60302

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

**Village of Oak Park
Department of Public Works
Administration Division**

MEMORANDUM

DATE: July 6, 2020

TO: John P. Wielebnicki, Director of Public Works

FROM: Diane Stanislavski, Budget & Revenue Analyst

Cc: Rob Sproule, Assistant Public Works Director

RE: Reduce PO due to Covid-19

Due to Covid-19 there has been a reduction in PO# 01905 for City Escape Garden and Design account number 3095-43780-101-570963 from \$135,000 to \$110,000.

Thank you.

Search Cyberdriveillinois.com

Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

| | |
|-------------|--------------------------------|
| File Number | 00865842 |
| Entity Name | CITYESCAPE GARDEN & DESIGN LLC |
| Status | ACTIVE |

Entity Information

| | |
|-----------------------------|-------------------------------------|
| Principal Office | 3022 W LAKE ST CHICAGO, IL 60612 |
| Entity Type | LLC |
| Type of LLC | Domestic |
| Organization/Admission Date | Thursday, 20 February 2003 |
| Jurisdiction | IL |
| Duration | Monday, 31 December 2029 |

Agent Information

| | |
|------|------------------|
| Name | BARRY C. KESSLER |
|------|------------------|



Oak Park

201 South Boulevard, Oak Park, IL 60302-2702
708-358-5700

TO: City Escape Garden & Design LLC
3022 W. Lake Street
Chicago, IL 60612

DATE: March 2, 2021

PROJECT: _____

ATTN: Connie Rivera

RE: Village Wide Regular Landscape Maint.

TO WHOM IT MAY CONCERN,
WE ARE SENDING THE FOLLOWING ITEMS FOR REVIEW / RETURN

| COPIES | PROJECT NUMBER | DESCRIPTION |
|--------|----------------|--|
| 3 | | Village Wide Regular Landscape Maintenance |
| | | |
| | | |
| | | |
| | | |

PLEASE MAKE SURE THE FOLLOWING IS COMPLETED / ATTACHED BEFORE RETURNING:

SIGNED CONTRACT WITH ATTEST SIGNATURE (RETURN TWO COPIES ONLY)

CERTIFICATE OF INSURANCE

CONTRACTOR BOND

REMARKS: RETURN TO DIANE STANISLAVSKI, BUDGET & REVENUE ANALYST AT THE ADDRESS BELOW

If you need to contact me, please do so via:

Address: 201 South Boulevard, Oak Park, IL 60302

Phone: (708) 358-5700

Email: Dstanislavski@oak-park.us

IF ITEMS ENCLOSED ARE NOT AS INDICATED ABOVE
PLEASE NOTIFY US IMMEDIATELY

TRANSMITTED BY: Diane Stanislavski

SIGNATURE: _____

ORIGINAL**RESOLUTION**

A RESOLUTION APPROVING THE RENEWAL OF THE INDEPENDENT CONTRACTOR AGREEMENT WITH CITYESCAPE GARDEN & DESIGN LLC FOR VILLAGE WIDE REGULAR LANDSCAPE MAINTENANCE SERVICES IN 2021 IN AN AMOUNT NOT TO EXCEED \$95,000.00 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 Renewal of the Independent Contractor Agreement ("Renewal") with CityEscape Garden & Design LLC of Chicago, Illinois, for regular landscape maintenance services in 2021 in an amount not to exceed \$95,000.00 is approved and the Village Manager is authorized to execute the Renewal 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 16th day of February, 2021, pursuant to a roll call vote as follows:

| Voting | Aye | Nay | Abstain | Absent |
|---------------------------|-----|-----|---------|--------|
| President Abu-Taleb | ✓ | | | |
| Trustee Andrews | ✓ | | | |
| Trustee Boutet | ✓ | | | |
| Trustee Buchanan | ✓ | | | |
| Trustee Moroney | ✓ | | | |
| Trustee Taglia | ✓ | | | |
| Trustee Walker-Peddakotla | | ✓ | | |

APPROVED this 16th day of February, 2021.

Anan Abu-Taleb, Village President

ATTEST

Vicki Scaman
Vicki Scaman, Village Clerk